



BIHAR STATE POWER (HOLDING) COMPANY LIMITED

(A Government of Bihar Undertaking)

REGD OFFICE: VIDYUT BHAWAN, BAILEY ROAD, PATNA

Contact No-07763813816

TIN VAT No- 10011255025 CIN - U40102BR2012SGC018495

DEPARTMENT OF GENERAL ADMINISTRATION

NIT NO:-.10/PR/BSPHCL/2017

Description of Work	Cost of BOQ	EMD	Period of Sale of BOQ	Last date of Submission and opening of tender
Tenders are invited from reputed Transport Firms/ Individuals/ Agency/Company for supply of one No Non AC Bus (Marco polo 32 seater) with running 2000 Km fuel, driver, conductor & maintenance. On hire at monthly basis in Bihar State Power (Holding) Co. Ltd., Patna for one year.	Rs.500/-	Rs.20,000/-	On working Days From Monday to Saturday except II nd & IV th Saturday, up 28/04/2017 till 05:00 PM.	On 29/04/2017 up to 01:00 PM and opening of Tender at 03:00 PM on same day.
<p>Eligibility Criteria:- The tender documents are available in the office of the OSD (HR/Admn.) in charge Vehicles, BSHPHCL, Vidyut Bhawan, Bailey Road, Patna-21, and also in downloadable from at the website: www.bsphcl.bih.nic.in . The documents downloaded from the website shall also included a demand draft Rs. 500/- (five hundred only) Account Officer, in terms of BSPHCL, payable at Patna towards the cost of BOQ, failing which the tender will be summarily rejected.</p> <p style="text-align: center;">“विवादों के निष्पादन के लिए लोक अदालत का लाभ उठावें परस्पर सहमति से न्यायिक निर्णय प्राप्त करें समय एवं खर्च की बचत करें ”</p> <p style="text-align: right;">OSD (HR/Admn.) In-Charge Vehicles</p>				
For complain regarding corruption Vigilance Help line no. 9431821485, 0612-2504969				

Memo No. / Patna,

Date.....,

Copy forwarded to Under Secretary (PR), BSPHCL, Patna with 10 (ten) copies tender with soft copy of tender document in a CD for Publishing Hindi and English Daily Newspaper in any one issue.

(Rakesh Ranjan)
OSD (HR/ Adm.)

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Copy forwarded to G.M. (F&A)/DGM (IT)/Accounts Officer, BSP(H)CL/ Resident Audit Officer, Vidyut Bhawan, Patna for information and necessary action.

2. DGM (IT) is requested to upload the tender on BSP (H) CL's website

(Rakesh Ranjan)
OSD (HR/ Adm.)

BIHAR STATE POWER (HOLDING) COMPANY LIMITED
(A Government of Bihar Undertaking)



GENERAL TERMS & CONDITION

OF

Hiring Vehicle under Bihar State Power (Holding) Co. Ltd., Patna.

NIT NO:-.10/PR/BSPHCL/2017

COST OF BOQ- Rs.500.00

BIHAR STATE POWER (HOLDING) COMPANY LIMITED
(A Government of Bihar Undertaking)

Tender are invited from reputed Transport firms/Individuals (having ownership or lease of one No non AC bus marcoplo 32 seaters with running 200km fuel of under contract for movement and having at least three years of experience of providing vehicles on hire in different Govt./Semi Govt. organization or PSUs for supply of vehicles with driver & maintenance for one year on hire at monthly basis under the jurisdiction of **Bihar State Power (Holding) Co. Ltd. Patna** for the use of training purpose of employs.

2. Detail & number of vehicle

Tenders are invited for supply of one number non Ac bus Marcopolo 32 seater with running 200 km fuel per month listed below having commercial registration under **Bihar State Power (Holding) Co. Ltd., Patna.**

Sl No	Bus (Marcopolo 32 seater)	Rate Including with running 2000 km Fuel (Excluding service Tax) Driver and Conductor	Rate after running 2000 km in Rs per km
1.			

3. Subletting of Contract.

The bidder shall not be allowed to sublet / subcontract the contract to any other contractor.

4. Contract Period

The contract shall be in force for a period of 01(one) year from the date of supply of vehicle in **Bihar State Power (Holding) Co. Ltd., Patna** may be extended on mutual consent for further one year with increase as per decided by constitution of vehicle committee for the particular vehicle. The performance of the bidder shall be reviewed on quarterly basis and shall be terminated at once, in case of poor performance. **Bihar State Power (Holding) Co. Ltd.,** reserves the right to extend or reduce the period of contract.

5. Submission of tender documents

- a) Sealed tender in duplicate duly signed by tenderers should be submitted in two separate parts i.e.→

Part-I-Relating to Technical & Commercial Part &

Part-II - Relating to price part in separate sealed envelope and superscripted on the top of the envelope as Part-I i.e. Technical & Commercial part & Part -II Price Part, respectively.

- b) The NIT number should clearly be indicated on the cover of each envelope & should be addressed to OSD (HR/Admn.) (In-Charge Vehicle), **Bihar State Power (Holding) Co. Ltd., Vidyut Bhawan, Patna.**
- c) In case of submission of Part-I i.e. Technical & Commercial part & Part-II Price Part in a single envelope or non-submission of either part (Part-I or Part-II), the tender will not be opened and it will be automatically rejected. The prices shall be quoted both in figures and words.
- d) Tenders as mentioned above can be received till **29/04/2017**, upto 01:00 PM.
- e) Part-I of tender will be opened on **29/04/2017** at 03:00 PM in presence of tenderers or their authorized representatives, who may like to be present.

The price part of only those tenderers who qualify in Part-I i.e. Technical & Commercial Part shall be opened. The successful tenderers of Part-I will be intimated individually about the date & time of opening of Part-II i.e. price part individually.

- f) Tenders received after due date & time will be rejected.
- g) Bids determined to be substantially responsive will be checked by the **Bihar State Power (Holding) Co. Ltd.** for any arithmetical errors. The **Bihar State Power (Holding) Co. Ltd.** Will correct errors as follows:-

- i. Where there is discrepancy between amount in figures and in words, the amount shown in words will prevail.
- ii. The amount stated in price bid will be adjusted by the Bihar State Power (Holding) Co. Ltd. in accordance with the above procedure for the correction of errors and shall be considered as acceptable to the bidder.

If the bidder does not accept the corrected amount of price bid, bid shall be rejected & the bid security will be forfeited.

- iii. The bidder should note that no correspondence shall be entertained or considered after due date & time of submission of tender unless otherwise sought by the **Bihar State Power (Holding) Co. Ltd., Patna.**
- iv) The bids shall be deemed to be under consideration immediately after its opening and shall remain valid until such time official intimation of award/rejection is made by the **Bihar State Power (Holding) Co. Ltd., Patna.**

- v) While the bids are under consideration, bidders and / or its representatives or other interested parties are advised to refrain from contacting by any means the Bihar State Power (Holding) Co. Ltd. and / or its employees/representatives on matters related to the bid under consideration.

The Bihar State Power (Holding) Co. Ltd. if necessary shall obtain clarifications on the bid by requesting for such information from any or all bidders in writing as may be necessary.

6. Cost of BOQ

Tender documents containing terms & conditions along with prescribed format for furnishing required/details can be obtained from the office of OSD (HR/Admn.) (I/C vehicle), Bihar State Power (Holding) Co. Ltd., Patna on any working day from **07/04/2017 to 28/04/2017** at 10:00 AM to 05:00 PM on payment of Rs. 500.00 (Rs. Five Hundred) only (non-refundable) either in cash or Bank draft drawn in favor of Accounts Officer, Bihar State Power (Holding) Co. Ltd. The tender documents are also available in downloadable from at our website: www.bsphcl.bih.nic.in , which has to be submitted along with demand draft of Rs.500/- (Rs. Five Hundred) in favor of Accounts Officer, Bihar State Power (Holding) Co. Ltd., Patna towards the cost of BOQ failing which tender shall be summarily rejected.

7. Validity of Tender

The offer of the bidder should be valid for at least two months from the date of opening of the Part-I i.e. Technical & Commercial part.

8. Earnest Money

- a) Earnest money amounting to Rs.20,000.00 (Rs. Twenty thousand) only is to be deposited along with the tender documents (Part-I). This has to be deposited in terms of demand draft payable to Accounts Officer, Bihar State Power (Holding) Co. Ltd. and Patna payable at Patna and it enclosed with Part-I of the tender.

The tenders received without the earnest money will be rejected.

- b) Cheques will not be accepted.
- c) No earnest money will be accepted after the due date & time of submission of tender documents.
- d) Earnest money deposited with other NIT will not be adjustable with this NIT.
- e) No bank commission or interest will be paid on the Earnest Money.

9. Exemption from Depositing of Earnest Money

State Government, Government of India & State Government & Central Government undertaking are exempted from deposit of earnest money.

10. Forfeiture of Earnest Money

- a) If a bidder withdraws its offer after opening of Part-I (Technical & Commercial Part) or price part (part-II) or before awarding work to the valid tenderer, the earnest money deposited by them will be forfeited.
- b) If a successful bidder fails to execute an agreement within specified time as per intimation/request of Bihar State Power (Holding) Co. Ltd., their Earnest Money Deposit will be forfeited.
- c) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice as specified in this document, the earnest money deposit will be forfeited.

11. Security Deposit: - The successful bidder will have to deposit Rs 50,000.00 (Fifty thousand rupees) only as a security Money. The cost of EMD will be adjusted as security deposit of successful bidder.

12. Refund of Earnest Money and Security deposit:-

Earnest money deposited by unsuccessful bidder will be refunded to the bidder immediately after finalization of the tender. Further, the Security deposit returned to the successful bidder after the successful completion of the contract agreement within one (1) year of completion of contractual period.

13. Qualifying Criteria

- i) The tenderer/bidder should have at least three years of experience in supplying of hired vehicle in Government Department/ Board's Companies/ Corporation.
- ii) The bidder must be of sound financial position so that he may be capable of providing an alternate vehicle / alternate drive whenever required.

iii) Financial ability certificate:-

Financial status of Firm should be in good condition. He have to submitted last three years of Audit Report and Balance Sheet of Firm with Ten Lac turnover as well as C.A. certificate of profit making of firm with firm P.A.N.

- iv) The tenderer/bidder should not be black listed by any Board's/ Power Sector Company/ Corporation / Government Department/ Central Undertakings or convicted by a Court of Law. The tenderer / bidder will submit an affidavit in this regard.
- v) Bus offered by the bidder/tenderers should have commercial registration in the State of Bihar. In case of registration outside Bihar, Proper clearance of the RTO as may be necessary under the rules must be available.
- vi) Payment of Road Taxes of Bus offered must be up to date & should be valid of the entire contract period/time.
- vii) The Bus must have a valid insurance cover for the entire period of hire.
- viii) If any problem arises in Bus during contract period, a proper substitute must be made available by Bus supplier without delay & without any extra cost.
- ix) The bidder should have valid service tax registration number.
- x) The bidder should submit Proof of Ownership of one No of Bus or lease paper of one Bus for one year.

B) Penalty:-

During any circumstances, if the agency will unable to provide Bus then a Bus will hire from another forms and the bill paid to that firm will be deducted from your bill.

C) Categories of vehicles:-

- i) Bus Marcopolo 32 seaters
- ii) The offered vehicles should not be more than 04 years old.

D) The tenderers will submit Part-I in prescribed format along with required earnest money in case not exempted.

- i) Cost towards maintenance of Bus fuel with running 200km per month, mobile, oil, wages of driver with valid driving license, taxes & all other related expenses have to be borne by successful tenderers.
- ii) The tender should clearly quote the rates chargeable per month Bus which will remain firm for entire period of contract.
- iii) The rate quoted shall include cost of all type of maintenance of Bus taxes & wages of driver.

iv) The working hours of Bus will be from 09:00 AM to 09:00 PM on all working days. However the services may be utilized further if needed and also on Sunday/holidays as per requirement of the user. No extra payment will be made on this account subject.

14. Payment Terms

The paying authority will be the Account Officer, Bihar State Power (Holding) Co. Ltd., Patna, against verified bill.

15. Evolution of Part-II Price Part

The Part-II i.e. price part will be evaluated on the basis of the rate offered by the bidder. The bidder should quote the rated inclusive of all Taxes as applicable, No any taxes will be paid extra. However, the bidder should show the amount of taxes separately in the price part.

16. Allotment of work

The tenderers will have to submit their tenders in prescribed formats i.e. part-I Technical & Commercial and part-II price list.

First of all, Part-I of tender will be opened & successful tenders/ bidder of that will qualify for opening of Part-II i.e. Price Part of tender. Part-II of only successful bidder of Part-I will be opened in the presence of their representatives.

Tenderer with lowest quoted price will be the successful bidder & hence will be allotted work after issuing of letter of award to the successful tenderer to work in BSPHCL, Patna.

The successful tenderer has to execute the agreement within 15 days of the issue of L.O.A; otherwise the work may be awarded to the other valid tenderer from the shortlist panel. BSPHCL reserves the right to allot the work to other valid tenderers.

17. Agreement

The successful bidder will have to execute an agreement in the enclosed format with the OSD (HR/ Admn.).

18. In-charge of works

OSD (HR/Admn.) (I/C, Vehicle), Bihar State Power (Holding) Co. Ltd., Patna concerned will be the In-charge of the works. The successful bidder will execute the day to day work as per the direction of the Officer-in-charges.

19. Execution of the works not covered in the Agreement

Any other work not covered under the preview of his tender document may be assigned to successful bidder on mutually agreed terms & condition at BSPHCL's notified rate, if any.

20. Panel of short listed tenderers

After awarding the work of the successful bidders, a panel of the short listed bidder will also be prepared out of the valid bidders. In case of un-satisfactory performance or otherwise the work being done by the successful bidder, the work may be allotted to another short listed bidder on same rate and terms & conditions of that of successful bidder.

21. Condition for termination of contract agreement

The In-charge of the work will have the authority to terminate the contract of successful bidder and allot the same to any other willing valid bidder in case of unsatisfactory performance of the successful bidder. The contract can also be terminated prematurely in case of introduction of charge of system of the instant tender. The successful bidder will have to give one month prior notice before terminating the contract.

22. Black listed from any SEBS/Power Sector/State Govt./ Central Govt. undertakings convicted by Court of Law.

Tender submitted by any agency/firm/company/state govt./central govt./state and central govt. undertakings who had been blacklisted by any State Electricity Board/Power Sector Company/State Govt./Central Govt./State and Central undertakings and/or convicted by a court of law will be rejected. The tenderer will have to submit an affidavit from Magistrate in this regard.

23. Authenticity of the Documents

Every page of tender document along with enclosures must be signed by the bidder along with seal of the company.

24. Jurisdiction of Court

In case of any legal dispute arising out of this tender/contact, the jurisdiction shall be the Courts at Patna only.

25. Compliance of Rules and Regulations

The rules and regulation issued by the Company time-to-time as well as BERC have to be followed by the bidder.

26. Legal Status

The Status of the successful tenderer will be the same as Agent and in no case; he will be treated as a Licensee under the Electricity Act, 2003 or any other Acts. He shall ensure compliance of all the regulations, legal and other reporting requirements as applicable to BSPHCL for the area under his jurisdiction.

27. Engagement of Personnel

The compliance of all statutory provisions with regard to its employees will be the sole responsibility of the successful tenderer. Any financial loss to the Board in this context will be made good by the successful tenderer. Further, the personnel employed by the successful tenderer will have no claim of employment or compensation, if any, from the BSPHCL. The successful tenderer will abide by all the laws of the land. Ensuring good antecedents of personnel deployed shall be sole responsibility of the bidder.

PERFORMA OF CONTRACT AGREEMENT

(To be stamped in accordance with stamp Act.)

This Contract made this Day of month of Two thousand between the OSD (HR & Admn.) (Incharge Vehicle), Bihar State Power (Holding) Co. Ltd., Patna (hereinafter referred as "BSPHCL") on the one part and Sri/M/s..... S/o Sri (in his own behalf and on behalf of other member of the Joint family/proprietor of the firm) P.O P.S District in the State of at present residing at village/town P.O P.S District or..... As partnership firm duly registered under the Indian Partnership Act, 1932/Indian Company Act, 1913/1956 bearing registration no. With the registrar of firms at in the state of and having its registered office at acting through it's..... namely Sri S/o Permanent resident of village/ town P.O. P.S District in the State of at present residing at village/town P.O P.S District (here in after referred to as the "Contractor" which expression, shall unless excluded by or repugnant to the context including his/hers, legal representative, successors, executors, administrator and permitted assigns) on the other part.

Whereas the BSPHCL agrees to award the work of providing vehicle on hire basis as per LOA no. and the Contractor has agreed to execute the said work in accordance with Bihar State Power (Holding) Co. Ltd., Patna notice inviting NIT No-...../PR/BSPHCL/2016 general conditions of tender and LOA No. dated with the following terms and conditions.

- i) The "Contractor", agrees to execute the above work in inconformity with provisions of the general conditions of NIT and LOA referred to above which forms as part of this contract within the period specified in the LOA.
- ii) The BSPHCL hereby agrees to pay to the "Contractor", on performance of the contract, prices in the manner and in accordance with the terms specified in the NIT as also in the LOA/W.O. No.

In witness whereof the said Parties hereto have hereunto set and subscribed their respective hand seal the day and year first above written.

I signed on behalf of the Contractor M/s/ authorized by the "Installation Contractor", under deed of dated (Strike off the words not needed. Where the signature is made under authorization made by the deed resolution, the "Contractor", should furnish an attested copy of such deed/resolution).

Full Signature on behalf of the BSPHCL

Full Signature on behalf of the "Contractor"

1. Witness

1. Witness

2. Witness

2. Witness

BIHAR STATE POWER (HOLDING) CO. LTD., PATNA

Regd.Office: Vidyut Bhawan, Bailey Road, Patna-800021

CHECKLIST FOR TECHNICAL PART

Name of Bidder :-
Place :-
Date :-
Name :-
Address :-
Phone No. :-

Sl. No.	Name of Documents	Submitted Yes/No.
1.	Details of cost of B.O.Q. Deposited (sent original D.D.)	
2.	Details of Earnest Money deposit (send original D.D.)	
3.	Registration of firm/agency/company (attach copy)	
4.	Annual Financial Turnover for Last Three Financial Year 2016-17, 2015-16, 2014-15 (Attach copy of Audited/Profit and Loss Account & Balance Sheet duly certified by CA)	
5.	PAN and Income Tax Return of Previous Financial Year (Attach Copy)	
6.	Three years experience of providing vehicle on hire in different Govt. and Semi Govt. Organization on Public Sector undertaking (Attached the experience) certificate copy	
7.	Service Tax Registration No. (Attach Certificate)	
8.	Proof of ownership or Lease paper of showing having a Bus of owner under contract.	
9.	Affidavit from Magistrate regarding not Blacklisted/ Conviction.	
10.	Others necessary under takings.	

Price Part

Sl No	Bus (Marcopolo 32 seaters)	Rate Including with running 2000 km Fuel (Excluding service Tax) Driver and Conductor	Rate after running 2000 km in Rs per km
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BIHAR STATE POWER (HOLDING) COMPANY LIMITED

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