GOVERNOR'S SECRETARIAT
BIHAR LOK BHAVAN, PATNA-800022

No. BSU-42/2026 (Part-1)- /GS(I), Dated-

From

Dipak Kumar Singh, I.A.S.
Additional Chief Secretary to Governor

To

The Vice Chancellor
The Registrar
The Financial Advisor
The Finance Officer
All the Universities of Bihar.

Subject: Regarding Compliance of Model Tender Document for Procurement of services in the Universities of Bihar.

Sir,

With respect to the subject captioned above, I am directed to say that a committee was constituted to recommend desirable practices regarding procurement and financial management in the Universities of Bihar.

The Hon'ble Chancellor, after due consideration of the recommendations submitted by the Committee, has been pleased to approve the following **Model Tender Documents (Copy Enclosed)** to maintain financial discipline, transparency, and standard procedure across all the Universities of Bihar:

1. **Model Tender Document** for "Hiring of Agency for Housekeeping, Maintenance, Landscaping, Sanitation and Mechanized Cleaning Services".
2. **Model Tender Document** for "Hiring of Agency for Providing Security Services".
3. **Model Tender Document** for "Hiring of Agency for Providing Vehicles".

All Universities are requested to strictly adopt and execute these approved Model Tender Documents for all relevant future procurements.

Seperate direction will be shortly followed regarding standard procedure practice and financial Management to be followed during all procurement of goods and services.

Yours sincerely
Sd/-

Encl.- As Above.

(Dipak Kumar Singh)
Additional Chief Secretary to Governor

Memo No. BSU-42/2026 (Part-1)- 1871 /GS(I), Dated-28/08/2026

Copy forwarded to **The Joint Director**, NIC, Governor's Secretariat, Bihar Lok Bhavan, Patna for uploading on the official website of the Governor's Secretariat. / Guard File.

Additional Chief Secretary to Governor

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[NAME OF UNIVERSITY]

MODEL TENDER DOCUMENT

(Non-Consulting / Other Services)

REQUEST FOR PROPOSAL (RFP) / NOTICE INVITING TENDER (NIT)

For

"Hiring of Agency for Providing Vehicles at [University Name]"

(Name of RFP should be changed as per need)

RFP / Tender No.: [UNIVERSITY-CODE]/VEH/[__]/20[__]

Date of Issue: [__/__/20__]

[Name of University]
[Department / Registrar Office]
[Address, City, PIN]
Email: [______________] Website: [______________]

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Section 1: Notice Inviting Tender (NIT) / Letter of Invitation

To

Prospective Bidders

Subject: Notice Inviting Tender for engagement of an agency/bidder for Hiring of Vehicles at [Name of University]

Sir/Madam,

The Registrar [Name of the University]/Principal [Name of College], intends to engage a competent agency/bidder for Hiring of Vehicles at [University campus(es)/location(s)], as more particularly described in Section 5 (Scope of Work) of this Tender Document.

Bids are invited from eligible bidders having the requisite experience, capacity and statutory standing as detailed in this Tender Document. The complete Tender Document, eligibility criteria, and instructions for bidding are available on the Bihar e-Procurement Portal at https://eproc2.bihar.gov.in.

Important information and tentative dates are as under:

Particulars	Details
Name of Work / Project	Hiring of Agency for Hiring of Vehicles at [Name of University]
Procuring Entity	[Name of University]
Mode of Selection	Least Cost Selection (LCS) — Single-Stage Two-Envelope (Technical Bid & Financial Bid)
Tender Document Fee	Rs________ (Rupees [in words] only), payable online through the e-Procurement Portal **(This should be in the range of 0.01% to 0.02% of estimated contract value)**
Earnest Money Deposit (EMD) / Bid Security	Rs. _________ (Rupees [in words] only), payable online through the e-Procurement Portal. Exemptions as per Clause 7 of Section 2 (ITB) and applicable MSME/Start-up/Bihar Purchase Preference Policy provisions **(This should be in the range of 2% to 5% of estimated contract value, preferred %age should be 2%)**
Estimated Tender Value	Rs. ________ (indicative — to be revised per actual campus area)/- (indicative; not binding on the Procuring Entity)
Contract Period	**[As per requirement]** from the date of commencement, extendable by 1 (one) additional year on the same terms and rates, subject to satisfactory performance.
Date of Publication of Tender	[Date]
Last Date & Time for Submission of Pre-Bid Queries	Up to [Time] on [Date] at [email address]

Pre-Bid Meeting — Date, Time & Venue	At [Time] on [Date] at [Venue, University] The documents governing procurement of non-consultancy services do not mandate holding a pre-bid meeting in all cases. A pre-bid conference is discretionary and is primarily envisaged for complex or high-value procurements requiring bidder clarifications. If the tender conditions and scope of work are adequately defined, the Procuring Entity may proceed without a pre-bid meeting while addressing bidder queries through written clarifications or telephonic assistance and corrigenda, if required. Accordingly decide about pre-bid meeting
Publication of Response to Pre-Bid Queries	On the e-Procurement Portal (https://eproc2.bihar.gov.in) (check for this row, if not applicable delete it)
Mode of Submission	Online, through the Bihar e-Procurement Portal only
Bid Validity Period	180 days from the last date of bid submission
Last Date & Time for Submission of Bid	Up to [Time] on [Date]
Date & Time of Opening of Technical Bid	On or after [Time] on [Date]
Date & Time of Opening of Financial Bid	To be intimated separately, only to bidders found technically responsive, through the e-Procurement Portal / email
Contact Person for Clarifications	Name: [______] Designation: [______] Email: [______] Contact No.: [______]
Tentative Date of Commencement of Services	Within [__] days of issue of Letter of Award / signing of Contract

This Tender Document comprises the following Sections:

- Section 1: Notice Inviting Tender (Letter of Invitation)
- Section 2: Instructions to Bidders (ITB)
- Section 3: Bid Data Sheet
- Section 4: Eligibility, Qualification and Evaluation Criteria
- Section 5: Scope of Work
- Section 6: Bid Submission Forms
- Section 7: General Conditions of Contract (GCC)
- Section 8: Special Conditions of Contract (SCC)
- Section 9: Annexures

a) The interested bidders shall submit their Technical and Financial Bids online through https://eproc2.bihar.gov.in on or before the specified date and time. Submissions must be digitally

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signed by the bidder's authorised representative and accompanied by complete, legible scanned copies of the original documents.

b) **Joint ventures / consortiums are not permitted to submit a bid for this tender unless expressly permitted in the Bid Data Sheet (Section 3).**

c) The selection of a bidder under this Tender does not guarantee any minimum value of work, and the Procuring Entity assumes no liability towards any bidder on this account.

d) This Tender is issued in accordance with the General Financial Rules (GFR) 2017, the Manual for Procurement of Goods/Non-Consultancy Services issued by the Department of Expenditure, Ministry of Finance, the Bihar Financial Rules, 1950 (as amended), the Bihar Purchase Preference Policy, 2024, the Information Technology Act, 2000 (for e-procurement validity), and other applicable guidelines as amended from time to time.

e) The Procuring Entity reserves the right to issue addendum/corrigendum, to amend any or all conditions of this Tender Document, or to accept or reject any or all bids, or to cancel the tender process at any stage without assigning any reason, and no bidder shall have any claim against the Procuring Entity on this account.

Sd/-
Registrar
[Name of University]

e-Tendering Process — Instructions

(This page will be common in all RFPs, please check for e-Procurement Portal (https://eproc2.bihar.gov.in)
Submission of bids shall be through electronic mode only, on the Bihar e-Procurement Portal (https://eproc2.bihar.gov.in).

1. Bidders must possess a valid Class II/III Digital Signature Certificate (DSC) with signing and encryption capability and must be registered on the e-Procurement Portal, before participating in the tender process. Offline bids shall not be entertained for tenders published on the e-Procurement platform.
2. Bidders shall submit their eligibility, technical and financial details in the online standard formats prescribed on the e-Procurement Portal and shall upload scanned copies of all supporting certificates and documents in support of their eligibility and technical claims. Bidders are solely responsible for the correctness, authenticity and legibility of documents uploaded.
3. All applicable payments (tender processing fee, document fee, EMD) must be made online through the e-Procurement Portal before the specified date and time. The Procuring Entity shall not be responsible for delay or non-submission caused by internet connectivity, network traffic, or other reasons attributable to the bidder.
4. Bid opening shall be conducted online only.
5. Any corrigendum, addendum, or extension of dates shall be published only on the e-Procurement Portal and shall be binding on all bidders. Bidders are advised to check the Portal regularly.
6. For e-tendering process support, bidders may contact the e-Procurement Help Desk at the address and toll-free number notified on the Portal.
7. Conditional bids shall be rejected outright.
8. Bid Validity: as specified in the Bid Data Sheet (Section 3).
9. Pre-Bid Meeting: the Procuring Entity shall receive and respond to consolidated pre-bid queries submitted within the stipulated timeline, in the format prescribed at **Annexure IV.** Queries received after the stipulated date, or not in the prescribed format, may not be entertained. The Procuring Entity may incorporate changes to the Tender Document based on queries received; its decision on acceptance or rejection of any suggestion shall be final.
10. Responses to queries and any amendments/corrigenda shall be conveyed solely by publication on the e-Procurement Portal; no bidder shall be individually intimated.

Disclaimer

(This page will be common in all RFPs, please check for Name of University/Procuring Entity)

The information contained in this Tender Document, or subsequently provided to bidders whether verbally or in documentary or any other form, by or on behalf of [Name of University] ("the Procuring Entity"), is provided on the terms and conditions set out herein, and the Procuring Entity shall not be subject to any liability or litigation on account of it.

This Tender Document is not an agreement and is neither an offer nor an invitation by the Procuring Entity to any prospective bidder or other person. Its purpose is to provide bidders with information that may assist them in formulating their bids. The assumptions, assessments and information contained herein may not be exhaustive, and each bidder should conduct its own investigation, verify the accuracy and completeness of the information, and obtain independent advice as it considers necessary.

The Procuring Entity, its employees and advisers make no representation or warranty and accept no liability for any loss, damage, cost or expense arising from or incurred in connection with this Tender Document or the selection process, save as expressly provided herein or under applicable law.

The Procuring Entity reserves the right to change, delete, update or annul any condition or information in this Tender Document by way of addendum/corrigendum, and to accept or reject any or all bids, without assigning reasons. The Procuring Entity shall not entertain any claim for costs or expenses incurred by a bidder in the preparation or submission of its bid, regardless of the outcome of the selection process.

Bidders shall bear all costs associated with preparation and submission of their bids, including any presentations or demonstrations that may be required, and the Procuring Entity shall have no liability in this regard.

Section 2: Instructions to Bidders (ITB)

(This Section will be common in all RFPs, but it must be read once before publication for inconsistencies, if any)

Care should be taken not to delete any clause as this may affect the numbering/sequence and the references of such clause/numbering at elsewhere in the document. Thus, if any clause is not applicable better to write "Not Applicable" against that clause.

A. General

1. Introduction

a) This Section provides bidders with the information and instructions necessary to prepare and submit their bids. It also describes the procedure to be followed by the Procuring Entity for receipt, opening, scrutiny and evaluation of bids, and subsequent award of contract.

b) The Procuring Entity named in the Bid Data Sheet (Section 3) will select a bidder in accordance with the **Least Cost Selection (LCS) method** described in this ITB.

c) Before preparing and submitting a bid, the bidder should read and examine all terms, conditions and instructions contained in this Tender Document. Failure to provide required information, or to comply with the instructions herein, may result in rejection of the bid.

2. Code of Integrity

a) The Procuring Entity, its officers and employees, and the bidder, its representatives and employees, and any other person involved directly or indirectly in the procurement process, shall maintain the highest standard of integrity in accordance with the code of integrity prescribed under the General Financial Rules (GFR) and the Bihar Financial Rules (BFR).

b) In the event of a breach of the code of integrity by a bidder, the Procuring Entity, after affording a reasonable opportunity of being heard, may take appropriate measures, including:

i. exclusion of the bidder from the procurement process;

ii. forfeiture or encashment of the Bid Security;

iii. forfeiture or encashment of any other security or bond relating to the procurement;

iv. recovery of payments made by the Procuring Entity, along with interest at the applicable bank rate;

v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

vi. debarment of the bidder from participation in future procurements of the Procuring Entity for a period of up to three (3) years.

3. Eligibility and Qualification Criteria for Bidder

a) This Tender is open to all bidders who meet the eligibility and qualification criteria specified in **Section 4.** Bidders must ensure that they do not have any conflict of interest as defined in Clause 4 below.

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b) Employees of the Procuring Entity, members of any Selection/Evaluation Committee, and their immediate relatives (spouse or children) are not eligible to participate, whether directly or indirectly.

c) Bidders who have been convicted of an offence involving fraud or corrupt practice, or who are currently blacklisted/debarred from public procurement by any Central Government Department, State/UT Government, Public Sector Undertaking, or Local Authority, are ineligible to bid.

4. Conflict of Interest

a) A bidder shall not have a conflict of interest that affects the procurement process or the performance of the contract. Any bidder found to have a conflict of interest shall be disqualified.

b) A bidder shall be considered to have a conflict of interest, and shall be disqualified, in circumstances including but not limited to the following:

   i. the bidder, its promoters, directors, or key managerial personnel have a close business or family relationship with an officer of the Procuring Entity who is directly or indirectly involved in the preparation of this Tender Document, or in the evaluation or supervision of the contract, unless the resulting conflict has been resolved to the satisfaction of the Procuring Entity throughout the selection process and contract execution;

   ii. the bidder receives, or has received, any direct or indirect subsidy, financial or other benefit from the Procuring Entity in relation to this tender that is not available to other bidders;

   iii. the bidder, or any of its affiliates, participated as a consultant in the preparation of the design, specifications, Scope of Work, or other documents used in this Tender.

c) The bidder is obligated to disclose immediately any actual or potential conflict of interest. Failure to do so may result in disqualification or termination of contract, in addition to other remedies available to the Procuring Entity.

5. Fraud and Corrupt Practices

a) Bidders and their officers, employees, agents and representatives shall observe the highest standard of ethics during the bidding process. The Procuring Entity shall reject a bid, without liability to the bidder, where it determines that the bidder has, directly or indirectly, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively, "Prohibited Practices") in competing for the contract. In such event, the Procuring Entity shall forfeit the Bid Security as genuine pre-estimated compensation for the time, cost and effort incurred.

b) A bidder found to have engaged in any Prohibited Practice, whether during the bidding process or after award/execution of the contract, shall be debarred from participating in any tender issued by the Procuring Entity for a period of up to five (5) years from the date such finding is recorded.

c) For the purposes of this Clause:

   i. "Corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the action of any person connected with the bidding process.

   ii. "Fraudulent practice" means misrepresentation or omission of facts, or disclosure of incomplete facts, to influence the bidding process.

iii. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence participation or action in the bidding process.

iv. "Undesirable practice" means canvassing or lobbying with persons connected with the Procuring Entity to influence the bidding process or having an undisclosed conflict of interest.

v. "Restrictive practice" means forming a cartel, or any understanding or arrangement among bidders, aimed at restricting or manipulating full and fair competition.

B. Preparation of Bids

6. General Considerations

The bidder must prepare its bid strictly in accordance with the requirements of this Tender Document and any subsequent amendment/corrigendum. Failure to furnish all requested information, or submission of a bid not substantially responsive in all respects, shall be at the bidder's own risk and may result in rejection of the bid.

7. Bid Security (Earnest Money Deposit)

a) Bidders not exempted under the Bid Data Sheet shall furnish Bid Security (EMD) in the amount specified in Section 3. A bid not accompanied by valid Bid Security, or a Bid Security Declaration where exemption is claimed, shall be rejected as non-responsive.

b) Bidders registered as Micro and Small Enterprises (MSEs) under the MSME Act, Start-ups recognised by DPIIT, or bidders otherwise exempted under Section 3, shall submit a duly signed Bid Security Declaration **(Annexure VIII)** along with valid supporting registration in lieu of EMD.

c) Unless otherwise specified in Section 3, the Bid Security shall remain valid for a period of one hundred and eighty (180) days beyond the bid validity period.

d) The Bid Security shall be forfeited, or the Bid Security Declaration invoked leading to debarment, under the following circumstances:

   i. if the bidder is found to have violated the Code of Integrity;

   ii. if the bidder withdraws, amends or modifies its bid during the validity period;

   iii. if the successful bidder fails to sign the Contract Agreement within the stipulated time after notification of award;

   iv. if the successful bidder fails to furnish the Performance Security within the specified time;

   v. if the bidder is found to have submitted false, incorrect, or misleading information or documents;

   vi. if the bidder engages in any Prohibited Practice in competing for the contract.

e) The Bid Security of unsuccessful bidders shall be returned, without interest, promptly after finalisation of the tender process and in any event not later than thirty (30) days after signing of the Contract with the successful bidder.

8. Cost of Preparation of Bid

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The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

9. Language of Bid

The bid, and all correspondence and documents relating to the bid, shall be in English or Hindi. Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation, the English translation shall govern.

10. Documents Comprising the Bid

The bid shall comprise a Technical Bid and a Financial Bid, each prepared and submitted in accordance with **Section 3 (Bid Data Sheet) and Section 6 (Bid Submission Forms).** The Technical Bid shall not disclose any financial/price information; disclosure of price information in the Technical Bid shall render the bid liable to rejection.

11. Only One Bid

[redacted]

12. Pre-Bid Meeting

The Procuring Entity shall host a pre-bid meeting on the date, time and venue specified in Section 1, to clarify the tender requirements and respond to consolidated queries submitted in advance in the format at Annexure IV. The Procuring Entity's decision on acceptance or rejection of any suggestion arising from the pre-bid meeting shall be final and shall not be open to question.

13. Bid Validity

Bids shall remain valid for the period specified in Section 3, from the last date of bid submission. The Procuring Entity may request an extension of bid validity; a bidder may refuse such a request without forfeiting its Bid Security but shall not be permitted to modify its bid.

14. Clarification and Amendment of Tender Document

a) A prospective bidder requiring clarification of the Tender Document may notify the Procuring Entity in writing at the address, and by the date, specified in **Section 1**.

b) At any time before the last date for submission of bids, the Procuring Entity may, for any reason, amend the Tender Document by issuing a corrigendum on the e-Procurement Portal, which shall be binding on all bidders.

c) The Procuring Entity may, at its discretion, extend the last date for submission of bids to allow prospective bidders reasonable time to take a corrigendum into account.

15. Miscellaneous

Throughout this Tender Document, where the context requires, the singular includes the plural and the masculine includes the feminine, or vice-versa; "day" means calendar day unless otherwise stated.

16. Technical Bid Format and Content

The Technical Bid shall be prepared using the forms provided in **Section 6,** and shall include, without limitation, the bidder's registration and statutory documents, details of relevant experience, manpower/equipment deployment plan, work plan, declarations, and such other documents as specified in Section 3. The Technical Bid shall demonstrate the bidder's eligibility and its capability to perform the Scope of Work described in Section 5.

17. Financial Bid

The Financial Bid shall be submitted strictly in the Price Schedule format prescribed in **Section 6,** quoting rates/prices inclusive of all statutory levies except GST, which shall be shown separately, unless otherwise specified in Section 3. Conditional or incomplete Financial Bids shall be rejected.

C. Submission, Opening and Evaluation of Bids

18. Submission of Bid

Bids shall be submitted online, through the e-Procurement Portal, on or before the date and time specified in Section 1. Bids received after the specified date and time shall not be accepted by the electronic system.

19. Opening of the Technical Bid

The Technical Bid shall be opened online at the date, time and place specified in Section 1, in the manner prescribed by the e-Procurement Portal. The Financial Bid shall remain sealed/encrypted and shall not be opened at this stage.

20. Preliminary Examination and Determination of Responsiveness

a) The Procuring Entity shall examine the bids to confirm that all documents requested in Section 3 have been furnished, that the documents have been properly signed, and that the bids are otherwise in order.

b) A bid shall be considered responsive if it conforms to all eligibility criteria (Section 4) and technical requirements (Sections 4 and 5) of the Tender Document, without material deviation, reservation or omission.

c) A material deviation, reservation or omission is one that: (i) affects in any substantial way the scope, quality or performance of the Services; (ii) limits, in any substantial way, inconsistent with the Tender Document, the Procuring Entity's rights or the bidder's obligations; or (iii) if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

d) A bid determined to be non-responsive shall be rejected and shall not subsequently be made responsive by correction of the material deviation, reservation or omission.

21. Non-Conformities, Errors and Omissions

Provided a bid is substantially responsive, the Procuring Entity may waive any non-conformity or omission that does not constitute a material deviation and may request the bidder to submit the

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necessary information or documentation within a reasonable time, without changing the substance of the bid.

22. Immaterial non-conformities

The Procuring Entity may, at its discretion, request the bidder to correct or provide clarification in respect of any immaterial non-conformity in the bid within a specified time period. Failure to comply with such request may be a ground for rejection of the bid.

23. Clarification of Bids

To assist in the examination and evaluation of bids, the Procuring Entity may, at its discretion, seek clarification from any bidder regarding its bid. The request and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted, save as required to confirm correction of arithmetic errors.

24. Evaluation of Eligibility and Technical Responsiveness

a) Technical evaluation under this Tender shall be conducted strictly on a Responsive / Non-Responsive (pass/fail) basis, against the eligibility and technical criteria specified in Section 4.

b) Only bidders determined to be technically responsive under this Clause shall be eligible for opening of their Financial Bid.

25. Confidentiality

Information relating to the examination, clarification and evaluation of bids, and recommendations concerning award of contract, shall not be disclosed to bidders or to any person not officially concerned with the process, until the notification of award is made. Any attempt by a bidder to influence the Procuring Entity in the examination, evaluation or comparison of bids may result in rejection of its bid.

26. Opening of the Financial Bid

The Financial Bid of technically responsive bidders shall be opened online, on the date and time intimated to such bidders, in the manner prescribed by the e-Procurement Portal. The Financial Bids of technically non-responsive bidders shall not be opened.

27. Selection Method — Least Cost Selection (LCS)

a) Selection under this Tender shall be by Least Cost Selection (LCS), also referred to as Least Cost Responsive Bid. Among the bidders determined to be technically responsive, the bidder quoting the lowest evaluated price ("L1") in its Financial Bid shall be recommended for award of contract, subject to the provisions of Sections 4 and 7.

b) The Financial Bid shall be checked for arithmetic errors. Errors shall be corrected as follows: where there is a discrepancy between the unit price and the total price (obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected; where there is a discrepancy between words and figures, the amount in words shall prevail. The bidder shall be required to accept the corrected amount; a bidder that does not accept the corrected amount shall have its Bid Security forfeited.

c) Applicable purchase preference (including under the Bihar Purchase Preference Policy, 2024, and the Public Procurement Policy for Micro and Small Enterprises) shall be applied, where applicable, in the manner and to the extent specified in Section 4, before final determination of the successful bidder.

D. Award of Contract

28. Rectification and Confirmation Prior to Award

Save for correction of arithmetic errors under Clause 27(b) and confirmation of matters necessary to determine responsiveness, there shall be no negotiation of price, scope or terms with the L1 bidder or any other bidder. Where the L1 bidder's quoted price is found to be seriously unbalanced or abnormally low in relation to the Scope of Work, the Procuring Entity may require the bidder to demonstrate the workability and financial viability of its price and may reject the bid if not satisfied.

29. Contract Period

The Contract Period shall be as specified in Section 3, commencing from the date specified in the Letter of Award/Contract Agreement, and shall be extendable on the terms specified in Section 8 (SCC).

30. Notification of Award

Prior to expiry of the bid validity period, the Procuring Entity shall notify the successful bidder, in writing, that its bid has been accepted, and shall publish the result of the tender process on the e-Procurement Portal. Notification of award shall constitute the formation of the Contract, subject to signing of the formal Contract Agreement and furnishing of Performance Security.

31. Signing of Contract

The successful bidder shall sign and date the Contract Agreement (Annexure III) within the time specified in Section 3 of notification of award and shall return it to the Procuring Entity. Failure to do so shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

32. Performance Security

The successful bidder shall furnish Performance Security in the amount and form specified in Section 3, within the time specified therein, valid until sixty (60) days beyond the expiry of the Contract Period (including any extension). Failure to furnish Performance Security within the stipulated time shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

In case the successful bidders deposits the full performance security amounts, the bid security amount deposited by him should be refunded.

33. Grievance Redressal / Complaint Procedure

A bidder aggrieved by any decision or action of the Procuring Entity under this Tender may submit a written representation to the officer designated in Section 3, who shall consider and dispose of the representation by a reasoned, speaking order within a reasonable time, in accordance with the grievance redressal mechanism prescribed under the GFR/BFR and applicable State guidelines.

Section 3: Bid Data Sheet

The following specific information complements, supplements, or amends the provisions of the Instructions to Bidders (ITB) in Section 2. In the event of any conflict between the ITB and this Bid Data Sheet, the provisions of this Bid Data Sheet shall prevail.

ITB 1(b)	The Procuring Entity is: [Designation of Procuring Authority], [Name of University], [Address]
ITB 7(a)	Bid Security (EMD): Rs. [_____]/- payable online through the e-Procurement Portal (https://eproc2.bihar.gov.in). Proof of payment must be uploaded with the Technical Bid.
ITB 7(b)	Exemption from EMD: Bidders registered as Micro and Small Enterprises (MSEs) under the MSME Act, Start-ups recognised by DPIIT, or bidders registered with Central/State Purchase Organisations for the services under this Tender, are exempted from payment of EMD on submission of valid supporting documents. Bidders claiming exemption must mandatorily submit a signed Bid Security Declaration (Annexure VIII); failure to do so shall result in disqualification.
ITB 10	**Technical Bid — List of documents to be uploaded online:** • Certificate of incorporation/registration of the bidder • GST Registration Certificate, PAN, and Income Tax Returns for the last three (3) Financial Years • EPF and ESIC registration certificates (where the assignment involves deployment of manpower) • Proof of payment of Bid Security / EMD, or Bid Security Declaration (Annexure VIII) where exempted • Form 1: Letter of Bid Submission • Form 2: Details of the Bidder • Form 3: Technical Bid — Compliance Statement • Form 4: Details and Summary of Relevant Experience • Form 5: Manpower Deployment Plan (where applicable) • Form 6: Equipment/Fleet Deployment Plan (where applicable) • Form 7: Work Plan / Mobilisation Schedule • Form 8: Declaration Regarding Conflicting Activities • Form 9: Affidavit of Eligibility and Non-Blacklisting • Form 10: Certification of Turnover / Financial Capability, with audited financial statements • Form 11: Self-Certification / Undertaking of Statutory Compliance (EPF/ESI/GST/Minimum Wages) • Annexure I: Power of Attorney for signing of Bid • Any other document specifically required elsewhere in this Tender Document **Financial Bid — to be submitted only in the Price Schedule format prescribed in Section 6, uploaded on the e-Procurement Portal.**

ITB 11	Joint ventures/consortiums: [Not permitted] / [Permitted subject to conditions specified in Section 4] — to be specified by the Procuring Entity.
ITB 13	Bid Validity Period: 180 calendar days from the last date of bid submission.
ITB 14	Clarifications/queries may be submitted in the manner and by the date specified in Section 1.
ITB 18	The Procuring Entity shall use the Bihar e-Procurement Portal (https://eproc2.bihar.gov.in) to manage this tender process.
ITB 24	Technical evaluation is on a Responsive/Non-Responsive basis only, per the criteria in Section 4.
ITB 27	Selection Method: Least Cost Selection (LCS). The technically responsive bidder quoting the lowest price (L1) shall be recommended for award, subject to purchase preference provisions in Section 4.
ITB 29	Contract Period: [__] year(s) from the date of commencement, extendable by up to [__] year(s) on the terms specified in Section 8 (SCC).
ITB 30	Expected date of award of contract: within [__] days of opening of the Financial Bid.
ITB 32	[3% to 5%] of the total Contract Value, in the form of an unconditional Bank Guarantee from a Scheduled Bank. **Preferred is 5%** At the time of calculating value of performance security at the time of letter of award, the Contract Value shall be based solely on the value of the original contract period and shall exclude any value attributable to extensions, renewals, or additional periods granted subsequently.
ITB 33	Grievance Redressal Officer: [Designation], [Name of University]

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Section 4: Eligibility, Qualification and Evaluation Criteria

(This Section shall be customised by the Procuring Authority as per the specific nature, size, scale and requirements of the procurement).

This Section sets out the criteria the Procuring Entity will use to determine the eligibility of bidders and the responsiveness of their Technical Bids, and the method of evaluation of Financial Bids, in this RFP. No factor, method or criterion other than those specified herein shall be applied. **Experience, turnover, net worth, manpower or other credentials of a bidder's parent, subsidiary, associate, holding or group company shall not be considered for evaluation unless expressly permitted herein.**

The past credentials like number of years of operation, financial years, Turnover, past work experiences, manpower on pay roll, statutory compliances etc. may have to be customized as per the size, scale and nature of work. The figures, if any, given under these sections are for reference only.

4.1 Eligibility Criteria

S.N.	Particulars	Criteria	Supporting Documents
1	Legal Status / Registration	The bidder must be a legally registered entity in India (Company/LLP/Partnership/Proprietorship) and must be a duly **licensed travel agency**, in existence and actively engaged in the vehicle rental business **for at least [x] years** as of the bid submission deadline.	Certificate of incorporation/registration; Registered partnership deed, And **Travel agency licence**
2	Tax and Statutory Compliance	**Valid and Active Registrations for:** GSTIN PAN EPF Code (under the EPF & Miscellaneous Provisions Act, 1952) ESIC Registration (under the ESI Act, 1948) Income Tax Returns filed for the preceding three (3) FYs.	Registration certificates; ITR-V/acknowledgements for FY 2022–23, 2023–24, 2024–25
3	Fleet Ownership / Availability	The bidder must own or hold on a documented long-term lease/tie-up arrangement, **a minimum fleet of [X] numbers of vehicles**, registered in the "commercial" category with valid Registration Certificate, Fitness Certificate, Permit, Pollution Under Control Certificate, and comprehensive insurance. **(reference can be at least 100% to 200% of number of vehicles as specified in Section 5.3)**	Registration Certificates, Permits, Fitness/PUC Certificates, insurance policies, lease/tie-up agreements where applicable
4	Vehicle Age	No vehicle offered shall **be more than [5] years old (or having covered more than [50,000] km, whichever is earlier)** as on the date of bid submission; vehicles exceeding this threshold during the Contract Period shall be replaced by the Service Provider at its own cost.	Registration Certificate showing date of first registration

5	Driver Compliance	The bidder must confirm that all drivers proposed to be deployed hold a valid commercial/heavy-vehicle driving licence (as applicable to the vehicle category), a valid badge (where required under State Motor Vehicle Rules), and are covered under EPF/ESI (or equivalent) and Workmen's Compensation Insurance.	Sample driving licences; EPF/ESI registration; insurance policy
6	Blacklisting / Debarment	The bidder must not be blacklisted or debarred by any Government department, PSU, University, autonomous body, or multilateral agency as on the date of bid submission.	Notarised affidavit (Form 9)
7	Bid Security Compliance	Submission of EMD, or valid exemption documents (Udyam/DPIIT registration) with Bid Security Declaration.	Online payment receipt or exemption documents
8	Annual Turnover	Minimum average annual turnover of **Rs. [200% of estimated cost for total original contract period]**, during preceding three (3) Financial Years, evidenced by audited financial statements and CA certification.	Audited financial statements or CA Certificate with UDIN specifying transport-services turnover
9	Relevant Experience	The bidder should have satisfactorily executed/be executing, during the last three (3) years, vehicle hiring/transport service contracts of the following minimum value, for Central/State Government departments, Universities, PSUs, or other reputable public institutions: • One single contract of value not less than **Rs. [80% of estimated cost for total original contract period, give value not %age as per calculation]**; OR • Two contracts of value not less than **Rs. [50% of estimated cost for total original contract period, give value not %age as per calculation]** each; OR • Three contracts of value not less than **Rs. [40% of estimated cost for total original contract period, give value not %age as per calculation]** each, **If the requirement is less than 5 vehicle per month, then calculate above value on a minimum estimate of 5 vehicles per month else the values will be very less. (This can be modified or changed or added as per requirement)**	Completion certificates / satisfactory performance certificates on client letterhead; copies of work orders
10	Local Presence (Bihar Purchase Preference Policy, 2024, where applicable)	Bidders meeting the "Local Enterprise" criteria under the Bihar Purchase Preference Policy, 2024 shall be eligible for purchase preference as described at 4.4 below.	Self-certification and, for procurement above Rs. 5 crore, CA/auditor certificate

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4.2 Technical Responsiveness Criteria

The Technical Bid of an eligible bidder shall be examined on a Responsive/Non-Responsive basis. A bid shall be considered technically responsive if it satisfies all of the following mandatory parameters; there is no scoring, ranking, or weightage:

1. Submission of a complete, signed compliance statement (Form 3) confirming conformity to the Scope of Work and vehicle/driver specifications in Section 5, without material deviation.
2. Submission of a Fleet Deployment Plan (Form 6) meeting or exceeding the minimum category-wise fleet specified in Section 5.3, with proof of ownership/lease and current Registration Certificate, Fitness Certificate, Permit, PUC and insurance for each vehicle offered, or a duly signed affidavit undertaking to deploy matching vehicles within the mobilisation period
3. Submission of a Manpower Deployment Plan (Form 5) **[Please delete if not required or non-applicable.]**
4. An undertaking of compliance with the Minimum Wages Act, EPF Act, ESI Act and CLRA Act and that all deployed drivers hold valid license and shall be police-verified prior to deployment (Form 11)
5. Submission of a Work Plan / Mobilisation Schedule (Form 7) demonstrating the bidder's ability to fully mobilise the fleet within the period specified in Section 8 (SCC). **[Please delete if not required or non-applicable.]**
6. Submission of all mandatory declarations, undertakings and affidavits specified in Section 3
7. Submission of all mandatory documents in compliance of eligibility criteria under clause 4.1 above.

4.3 Financial Bid Evaluation

1. Only the Financial Bids of technically responsive bidders shall be opened and evaluated.
2. The Financial Bid shall be evaluated on the basis of the total annualised price quoted in the Price Schedule (Section 6), inclusive of all elements specified therein, after correction of arithmetic errors as per ITB Clause 27.
3. The bidder with the lowest evaluated total annualised price shall be designated L1.

4.4 Purchase Preference and Combined Evaluation

Where the bidder designated L1 is a "Non-Local Enterprise" within the meaning of the Bihar Purchase Preference Policy, 2024, purchase preference shall be applied in the manner prescribed under that Policy (margin of purchase preference of 15%, subject to minimum local content and other conditions of that Policy), before final recommendation for award. Subject to the foregoing, the Procuring Entity shall recommend for award of contract the eligible, technically responsive bidder offering the lowest evaluated price.

Section 5: Scope of Work

(This Section will require customization as per the need of procuring authority and is given below for reference only)

The provisions given below are detailed and illustrative in nature and are provided for reference only. The Procuring Authority may suitably reduce, expand, modify or delete any part of this Section based on actual requirements. Care should be taken to avoid inclusion of excessive, irrelevant or unnecessary scope of work, as the same may lead to higher quoted prices and may not be financially prudent for the Procuring Authority. The scope of work should therefore be finalised with due regard to financial propriety, based on a realistic assessment of requirements and the cost estimate approved at the pre-tender stage.

5.1 Background

[Name of University] requires vehicles on hire for official use, including transportation of officials, faculty, staff, students, and guests for administrative work, academic engagements, admissions/examination-related travel, University functions, and site visits, on a monthly, daily and on-call basis. The University intends to engage an agency ("the Service Provider") to provide a reliable fleet of vehicles with drivers, fuel and maintenance, at rates fixed for the Contract Period.

5.2 Objective and Scope

The objective of this engagement is to ensure timely availability of well-maintained, appropriately categorised vehicles with trained, courteous drivers, on the hiring bases described below, at rates that remain firm for the Contract Period (save as expressly provided in Section 8). The Scope of Work covers, at a minimum:

- Monthly (dedicated) hiring of vehicles for designated officials/offices
- Daily/on-call hiring of vehicles for ad-hoc requirements (meetings, admissions, examinations, official visits)
- Provision of buses/mini-buses/tempo travellers for student/staff group transportation and University events
- Provision of drivers, fuel, routine maintenance, and insurance for all hired vehicles
- Emergency/standby vehicle availability, including night duty as required
- Maintenance of log books and duty slips for billing verification

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5.3 Vehicle Categories and Indicative Fleet Requirement

[To be finalised by the University based on actual requirement. Illustrative categories and indicative requirement:]

S.N.	Category	Illustrative Models	Seating Capacity	Indicative Requirement (Nos.) [University to fill]
1	Sedan (Non-AC/AC)	Maruti Dzire, Honda Amaze, or equivalent	4+1	[__]
2	SUV (AC)	Toyota Innova/Innova Crysta, Mahindra Scorpio, or equivalent	6+1 / 7+1	[__]
3	Mini Bus (AC/Non-AC)	Force Traveller, Tata Winger, or equivalent	12–17 seater	[__]
4	Bus (AC/Non-AC)	Standard staff/student bus	32–52 seater	[__]
5	Tempo Traveller	17–26 seater, for group travel/events	17–26 seater	[__]

All vehicles shall be registered in the commercial category, not more than [5] years old (or [2,50,000] km, whichever is earlier) at any time during the Contract Period, air-conditioned (where specified as AC category), and maintained in good mechanical condition with clean, presentable interior and exterior.

5.4 Modes of Hiring

Mode	Description
Monthly (Dedicated) Hiring	Vehicle(s) dedicated to a designated office/official for the full month, on a fixed monthly rate covering a specified base kilometre age and base duty hours (typically up to 8 hours/80 km per day, or as specified in Section 8), with excess km/hours billed at the rates in Section 6.
Daily Hiring	Vehicle hired for a full day (typically up to 8–10 hours / 80–100 km, as specified in Section 8) for a specific official engagement, billed at the daily rate in Section 6, with excess km/hours billed additionally.
Call-Basis / Hourly Hiring	Vehicle hired for short-duration, ad-hoc requirements (e.g., airport/railway station pick-up/drop, short official trips), billed at the per-km or per-hour rate in Section 6, subject to any applicable minimum billing.
Outstation Hiring	Vehicle hired for multi-day out-of-city assignments, billed on a per-day plus per-km basis as specified in Section 6, with driver batta/night halt charges as separately specified.

Requisition for vehicles shall ordinarily be made by the designated University officer with reasonable advance notice (minimum [__] hours for planned requirements); however, the Service Provider shall maintain standby capacity for emergency/short-notice requisitions as specified in Section 5.7.

5.5 Driver Requirements

- All drivers shall hold a valid, current driving licence for the relevant category of vehicle (light/heavy motor vehicle, transport/commercial endorsement as applicable), and a valid police verification/character certificate
- Drivers shall be in clean, presentable uniform, shall not smoke or consume tobacco/alcohol while on duty, shall be courteous, and shall be conversant with routes within the city/region of operation
- Drivers shall carry a functional mobile phone at all times while on duty, for which no separate payment shall be made by the University
- Drivers shall not refuse to carry official files, luggage, or additional authorised passengers within the vehicle's seating capacity
- In the event of unavailability of a driver for any reason (leave, illness), the Service Provider shall provide an equally competent substitute driver without any disruption to service
- Wages paid to drivers shall not be less than the minimum wages notified by the Labour Resources Department, Government of Bihar, for the relevant category, and drivers shall be covered under EPF/ESI (or equivalent) and Workmen's Compensation Insurance at the Service Provider's cost

5.6 Vehicle Specifications, GPS, Fuel and Maintenance

- GPS / Vehicle Tracking: All vehicles on monthly/dedicated hiring, and all buses/mini-buses used for student transportation, shall be fitted with a functional GPS tracking device, with access/login credentials shared with the University's designated officer for real-time tracking; the cost of GPS installation and subscription shall be included in the quoted rates.
- The hired vehicles may not be older than five years.
- Fuel: Fuel costs shall be borne by the Service Provider and included in the quoted rates (except where a separate fuel-reimbursement basis is expressly adopted in Section 8); vehicles shall use only the fuel type permitted for that vehicle's registration category
- Maintenance: The Service Provider shall be responsible for all routine and preventive maintenance (servicing, tyres, brakes, engine oil, and other consumables) at its own cost, to keep vehicles in safe and roadworthy condition at all times
- Insurance: All vehicles shall carry comprehensive (own-damage plus third-party) insurance, kept valid throughout the Contract Period at the Service Provider's cost; a copy of the valid insurance policy for each vehicle shall be provided to the University and renewed proof submitted before expiry
- Cleanliness: Vehicles shall be cleaned daily (interior and exterior) and presented in a hygienic, presentable condition for each duty

5.7 Replacement, Breakdown and Emergency Availability

- In the event of a vehicle breaking down, being involved in an accident, or otherwise being unavailable during a duty, the Service Provider shall provide a substitute vehicle of the same or higher category within the response time specified in Section 5.9 (SLA), at no additional cost to the University

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- Where a vehicle does not report for a scheduled duty at all, or a substitute is not provided within the specified response time, the University reserves the right to hire a replacement vehicle from the open market, with the additional cost (over the Contract rate) recoverable from the Service Provider, in addition to applicable penalties under Section 5.10
- The Service Provider shall maintain a minimum standby fleet (as specified in Section 8 (SCC)) to meet emergency/short-notice requisitions, including for night duty (i.e., duty starting or extending beyond normal working hours) as directed by the University with reasonable notice
- Night duty and duty beyond the base hours specified in Section 5.4 shall be billed at the applicable overtime/extra-hour rate in Section 6, subject to prior authorisation by the designated University officer

5.8 Log Books, Duty Slips and Billing

1. For every duty performed, the driver shall maintain a duty slip / log book recording the date, vehicle number, reporting time, closing time, opening and closing odometer reading, and destination(s), duly signed by the University official availing the vehicle.
2. Monthly bills shall be raised strictly on the basis of the signed duty slips/log book entries for that month, along with a consolidated statement of kilometre age/hours by vehicle, in the format at Section 6/Annexures.
3. Overwriting or unsigned entries in the log book shall not be accepted for billing purposes.
4. No payment shall be released without verification of the log book/duty slips against the University's own requisition records by the designated University officer.

5.9 Service Level Requirements and Performance Standards

S.N.	Parameter	Service Level
1	Reporting time for scheduled/planned duty	Vehicle to report at the designated point not later than 10 minutes before the scheduled time
2	Response time for emergency/short-notice requisition	Vehicle to be made available within [30–60] minutes of requisition, subject to availability at the designated location
3	Substitute vehicle on breakdown/accident	Substitute of same or higher category within [1 hour] (within city) / [4 hours] (outstation)
4	GPS functionality	GPS device functional and accessible for 100% of monthly/dedicated vehicles and all student-transport buses at all times
5	Vehicle condition/cleanliness	Vehicle to be clean, mechanically sound, with valid documents (RC, Fitness, PUC, Insurance) displayed/available at all times
6	Driver conduct and documentation	Driver in uniform, with valid licence/badge and ID, on 100% of duties

7	Fleet availability	Minimum 95% of the contracted fleet available and serviceable on any given day (monthly average)

5.10 Penalty / Deduction Matrix

Without prejudice to the Procuring Entity's rights under GCC Clause 7 (Liquidated Damages) and Clause 2.6 (Termination), the following deductions shall apply for breach of the Service Levels at 5.9, subject to the aggregate cap specified in Section 8 (SCC):

(The Penalty Matrix has to be designed and require customization as per the need of procuring authority and is given below for reference only)

S.N.	Nature of Default	Deduction
1	Vehicle fails to report for a scheduled duty, and no substitute provided within the specified time	Rs. [1,000]/- per instance per vehicle, plus recovery of the cost differential of any market-hired replacement
2	Substitute vehicle on breakdown/accident not provided within the specified response time	Rs. [1,000]/- per hour of delay beyond the specified time, per instance
3	Vehicle offered with expired/invalid RC, Fitness, PUC, or Insurance	Rs. [2,000]/- per instance, and immediate withdrawal of that vehicle from the fleet until documents are current
4	GPS non-functional on a monthly/dedicated vehicle or student-transport bus	Rs. [500]/- per day until rectified
5	Vehicle offered exceeding the permitted age/mileage without replacement (Section 4, Sl. No. 4)	Rs. [1,000]/- per day until replaced
6	Driver without valid licence/badge/ID or found consuming alcohol/tobacco on duty	Rs. [1,000]/- per instance, and immediate replacement of the driver
7	Vehicle found unclean or in poor mechanical condition on inspection	Rs. [500]/- per instance
8	Overcharging / billing inconsistent with signed log book/duty slip	Recovery of the excess amount, plus a deduction of Rs. [1,000]/- per instance
9	Repeated breach (3 or more instances of any single default above within a quarter)	In addition to the deduction, a show-cause notice shall be issued; continued breach shall be a ground for termination under GCC Clause 2.6.1

The aggregate of all deductions under this Penalty Matrix in any billing period shall not exceed the cap specified in Section 8 (SCC), read with GCC Clause 7.2; deductions beyond that cap shall be dealt with as a material breach under GCC Clause 2.6.1, without prejudice to forfeiture of Performance Security.

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Section 6: Bid Submission Forms

(This Section will be common in all RFPs, but it must be read once before publication for inconsistencies, if any)

Bidders shall use the forms below (or the equivalent online forms on the e-Procurement Portal) for submission of their Technical Bid and Financial Bid. Forms shall be filled in completely; incomplete forms may render the bid liable to rejection as non-responsive.

Form 1: Letter of Bid Submission

On Bidder's letter head)

Location:
Date:

To
The Registrar, [Name of University]

Subject: Submission of Proposal for **[Name of RFP/Tender]**.

Sir/Madam,

Having examined the Tender Document, including all Sections, Annexures and corrigenda (receipt of which is hereby confirmed), we, the undersigned, offer to perform the Services described in Section 5 in conformity with the said Tender Document.

- We undertake, if our bid is accepted, to commence and complete the Services within the Contract Period specified in Section 3.
- We agree to abide by this bid for the Bid Validity Period specified in Section 3, and it shall remain binding upon us and may be accepted at any time before expiry of that period.
- We understand that the Procuring Entity is not bound to accept the lowest or any bid it may receive, without assigning any reason.

We certify that the information furnished in this bid is true and correct, and that we have not been blacklisted or debarred by any Government/PSU/autonomous body as on the date of this bid.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Organization:

Address:

Organization Seal:

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Form 2: Details of the Bidder

1. Name of Bidder:
2. Constitution/Legal status:
3. Year of establishment:
4. Registered address:
5. Correspondence address:
6. PAN:
7. GSTIN:
8. EPF/ESIC registration no. (if applicable):
9. Name & designation of Authorised Signatory:
10. Contact number & email:
11. Details of Power of Attorney (if signed by an authorised representative)
12. Bank details alongwith IFSC Code:

Form 3: Technical Bid — Compliance Statement

Bidders shall provide a clause-by-clause compliance statement (Comply / Deviate, with remarks) against the Scope of Work (Section 5) and technical specifications, in tabular form, along with a brief description of the proposed methodology/approach for executing the Scope of Work.

Clause No. of Scope of Work	Heading of Clause of Scope of Scope of Work (if any)	compliance statement (Comply / Deviate)	Remarks, if any	Proposed Methodology/approach

Form 4: Format for Details of Relevant Experience

For each similar assignment cited towards eligibility, provide:

SN	Name of client and contact details;	Project Name	Location of assignment	Contract value (in lakh)	Contract period (Start and End date)	Whether ongoing or completed	Copy of work order/contract attached (Y/N).	Copy completion certificate or letter from client for satisfactory performance attached (Y/N).

Note: Submission of workorders/contract and completion certificate/ letter from client for satisfactory performance will be mandatory.

Form 5: Manpower Deployment Plan

Category/designation-wise details of manpower proposed to be deployed, including numbers, qualifications, and shift pattern, along with an undertaking of compliance with the Minimum Wages Act, EPF Act, ESI Act, and the Contract Labour (Regulation & Abolition) Act, as applicable. (Not applicable to tenders that do not involve manpower deployment — e.g., pure supply/printing contracts; to be adapted per individual RFP.)

Form 6: Equipment / Fleet Deployment Plan

Details of equipment, machinery, or vehicles proposed to be deployed, including make, model, year of manufacture/registration, ownership status (owned/leased), and supporting documents (registration certificate, insurance, fitness certificate, as applicable).

Form 7: Work Plan / Mobilisation Schedule

Bar-chart or narrative description of the bidder's plan for mobilisation of manpower/equipment and commencement of full services within the timeline specified in Section 3.

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Form 8: Declaration Regarding Conflicting Activities

(On Bidder's letter head)

Location:
Date:

To
The Registrar, [Name of University]

Subject: Declaration regarding Conflicting Activities

Dear Sir/Madam

In accordance with the requirements of the RFP, we hereby provide our declaration regarding conflicting activities:

1. We hereby declare that our organization, including our associates and group firms, have not indulged in any such activities which can be termed as conflicting activities as defined in the RFP.
2. We confirm that neither our organization nor our key personnel have any business or family relationship with any official of the Client who is directly or indirectly involved in any part of:
   i. the preparation of the tender/RFP for the assignment,
   ii. the selection process for this contract, or
   iii. the supervision of the resulting contract.
3. We acknowledge that in case of any misrepresentation of information or discovery of a conflict of interest at a later stage, our proposal/contract shall be liable to be rejected or terminated by the Client, and such decision shall be binding on us.

Yours faithfully,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Organization:
Address:
Organization Seal:

Form 9: Affidavit of Eligibility and Non-Blacklisting

(Notarized Affidavit on non-judicial stamp paper of Rs. 1000/- by Authorized Representative of the Bidder with his / her dated signature and organization's seal)

We, [Full Name of Bidder], having our registered office at [Registered Address], do hereby solemnly affirm and declare the following:

1. Registration & Operation: We are a registered firm under the relevant Acts (name the Act) and are duly registered with the Goods and Services Tax (GST) Authorities.
2. We, on behalf of .... (Name of the bidder) do hereby declare that the above-mentioned organization is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not been blacklisted /debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies or any other regulatory authority in India or by any multilateral funding agencies.
3. We certify that [Name of bidder] is currently eligible to participate in bids on the e-procurement portal and is not under any active disqualification or "Red Interest" flagging.
4. We do hereby certify that all the statements made in our bids in response to the RFP Reference No.........................dated.............. and in the required attachments are true, correct and complete. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
5. Integrity Undertaking: We understand that if any information provided above is found to be false or if material facts regarding our eligibility are suppressed, client may place our agency on the negative list/blacklist without prejudice to any other civil/criminal action, including the forfeiture of the Earnest Money Deposit (EMD) and Performance Guarantee.
6. We on behalf of .... (Name of the Organization) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions given in the above-mentioned RFP.

Yours faithfully,

Authorized Signature (full name and initials):

Name and Title of Signatory:

Name of Organization:

Address:

Note:

In case of any past debarment (in last seven years), it should be disclosed with details and current status of debarment as an annexure to this affidavit.

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Form 10: Certification of Turnover / Financial Capability

(On the letterhead of the Chartered Accountant)

Date: ______________________

To whomsoever it may concern

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of (Name of bidder and registered address). On the basis of such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, and net worth for the following financial years are as per details given below:

Financial Year	Annual Turnover (Rs.) in lakhs	Net Worth (Rs.) in lakhs
2022-23		
2023-24		
2024-25		

[Please change the Financial Year as required by the procuring authority]

Chartered Accountant Details:

Signature:

Name:

Designation:

Membership Number:

Date:

CA Firm Seal:

Business Address:

UDIN:

Note: Care should be taken by the respective CA to mention all above details like turnover and net worth of each year to be mentioned on UDIN portal, else this certificate may be treated as Invalid or Rejected.

Form 11: Self-Certification / Undertaking of Statutory Compliance

On Bidder's letter head)

Location:
Date:

To
The Registrar, [Name of University]

Subject: Undertaking of Statutory Compliance

Sir/Madam

We undertake that we shall comply, throughout the Contract Period, with all applicable laws, rules and regulations of the central or state government, statutory compliances, labour laws (Minimum Wages Act, EPF Act, ESI Act, Contract Labour (Regulation & Abolition) Act, Payment of Bonus Act, and any successor legislation including the Labour Codes upon notification), or any other legislation, rules etc. and with GST and other applicable tax laws, and shall indemnify the Procuring Entity against any liability arising from non-compliance.

We also undertake that all deployed drivers will be having valid licence and be police-verified prior to deployment, and that a police-verification certificate for each individual shall be furnished to the University before that individual commences duty.

Yours faithfully,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Organization:
Address:
Organization Seal:

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Financial Bid — Price Schedule

(For reference only. Not to be filled/scanned)

To be submitted in the online format as given in the E-procurement portal

Bidders shall quote rates for each vehicle category and hiring mode below. The Financial Bid shall be evaluated on the Total Annualised Contract Value computed on the indicative requirement in Schedule A (monthly hiring, the predominant mode), inclusive of driver wages, fuel, maintenance, insurance and GPS, exclusive of GST (to be shown separately).

Schedule A — Monthly (Dedicated) Hiring

S.N.	Vehicle Category	Indicative Nos.	Base Monthly Rate (Rs.) (up to [8] hrs / [80] km per day) (excl. GST)	Rate per Extra Km (Rs.)	Rate per Extra Hour (Rs.)	Monthly Amount (Rs.) (Rate × Nos.)
1	Sedan (AC)	[__]				
2	SUV (AC)	[__]				
3	Mini Bus	[__]				
4	Bus	[__]				
5	Tempo Traveller	[__]				
	Sub-Total (Schedule A)					

Schedule B — Daily / Call-Basis / Outstation Hiring (Reference Rates)

S.N.	Vehicle Category	Daily Rate (up to [8–10] hrs / [80–100] km) (Rs.)	Per Km Rate beyond base (Rs.)	Per Hour Overtime Rate (Rs.)	Outstation Rate per Day + per Km (Rs.)	Driver Night Halt/Batta (Rs./night)
1	Sedan (AC)					
2	SUV (AC)					
3	Mini Bus					
4	Bus					
5	Tempo Traveller					

These reference rates in Schedule B shall apply to daily/call-basis/outstation requisitions raised in addition to, or instead of, monthly dedicated hiring, and are not included in the Total Annualised Contract Value used for L1 determination, save where the University's estimated requirement is predominantly daily/call-basis (in which case Section 8 (SCC) shall specify the evaluation basis accordingly).

Schedule C — Summary (Monthly Dedicated Hiring)

S.N.	Particulars	Monthly Amount (Rs.)	Annualised Amount (Rs.) (× 12)
1	Sub-Total (Schedule A)		
2	Grand Total (excl. GST)		
3	GST @ [__]%		
4	Grand Total (incl. GST)		

Amount in words (Grand Total incl. GST, annualised, **Schedule A**):

____

We confirm that the rates quoted above are firm for the Contract Period (subject to GCC Clause 5.3 — Change in Law, in respect of statutory minimum wage/EPF/ESI revisions only) and are inclusive of all costs necessary for full and satisfactory performance of the Scope of Work at Section 5.

Please do not submit this in the technical bid, else proposal shall be rejected

Note:

- Please note that up-loading of financial bid under technical proposal is strictly prohibited and will result in rejection of proposal. The financial bid format shared under this RFP is for reference only.
- The financial bid will have to be submitted as per standard on-line format (E-proc) only.
- During Evaluation of Financial proposals, the total quote excluding GST shall be considered.
- The client shall pay the GST as extra, on prevailing rates as applicable on such services.
- Statutory Deduction, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- The Bidder shall be solely responsible for the remuneration, benefits, statutory compliances, disciplinary control, performance management, and all other obligations relating to its Personnel. Any delay, default, liability, penalty, or consequence arising from non-compliance shall be borne solely by the bidder.

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Section 7: General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions	Unless the context otherwise requires, the following terms shall have the meanings assigned below: • "Completion Date" means the date on which the Contract Period expires or the date of completion of the Services, as certified by the Procuring Entity, whichever is applicable. • "Contract" means the Contract Agreement signed by the Parties, together with all documents listed in Clause 1 of such Agreement, including this GCC, the SCC, and all Sections/Annexures of the Tender Document. • "Contract Price" means the price accepted in the Financial Bid of the successful bidder, as may be adjusted in accordance with the Contract. • "Procuring Entity" means [Name of University], acting through its Registrar or authorised officer, as named in the SCC. • "Service Provider" / "Agency" / "Contractor" / "Bidder" means the entity whose bid has been accepted by the Procuring Entity for performance of the Services. • "Day" means a calendar day unless otherwise indicated. • "GCC" means these General Conditions of Contract. • "SCC" means the Special Conditions of Contract, by which the GCC may be amended or supplemented. • "Services" means the work to be performed by the Service Provider pursuant to the Contract, as described in Section 5 (Scope of Work). • "Party" means the Procuring Entity or the Service Provider, as the context requires, and "Parties" means both.
1.2 Applicable Law	The Contract shall be governed by and interpreted in accordance with the laws of India.
1.3 Language	The Contract shall be executed in the English language, which shall be the binding and controlling language for all matters relating to its meaning or interpretation.
1.4 Notices	Any notice given by one Party to the other pursuant to the Contract shall be in writing, delivered to the address specified in the SCC, and shall be effective from the date of delivery, or the notice's stated effective date, whichever is later. Notices sent by electronic mode shall be effective from the time of transmission, subject to proof of receipt.
1.5 Location	The Services shall be performed at the location(s) specified in Section 5 and the SCC.
1.6 Authorised Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Service Provider, may be taken or executed by the officials specified in the SCC.
1.7 Taxes and Duties	The Service Provider and its personnel shall pay such taxes, duties, fees and other statutory levies as may be applicable under law. Unless otherwise specified in the SCC, GST shall be payable by the Procuring Entity in addition to the Contract Price, at the rate applicable on the date of invoicing; all other taxes, duties and levies are deemed included in the Contract Price.

1.8 Code of Integrity	The Procuring Entity, the Service Provider, and their respective representatives shall strictly adhere to the code of integrity stipulated under the GFR/BFR and applicable law, including the provisions of ITB Clauses 2 and 5.
1.9 Severability	If any provision of the Contract is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

2. Commencement, Duration, Modification and Termination

2.1 Effectiveness of Contract	This Contract shall come into effect on the date of signing of the Contract Agreement by both Parties, or such other date as may be specified in the SCC.
2.2 Commencement of Services	2.2.1 The Service Provider shall commence mobilisation of manpower/equipment/resources within the period specified in the SCC from the Effective Date, and shall furnish Performance Security prior to commencement, unless already furnished. 2.2.2 The Service Provider shall commence performance of the Services on the date specified in the SCC, and shall thereafter perform the Services in accordance with the time schedule specified in Section 5.
2.3 Expiry of Contract	Unless terminated earlier pursuant to Clause 2.6, the Contract shall expire at the end of the Contract Period specified in the SCC, or such extended period as may be mutually agreed in writing, subject to satisfactory performance and applicable procurement rules.
2.4 Modification	Modification of the terms of the Contract, including the Scope of Work, may be made only by written agreement of the Parties, subject to Clause 5.5 (Change in Law) and applicable procurement rules governing amendment of contracts. Any additional/reduced services shall be valued at the rates in the Price Schedule, or, where not covered, at rates to be mutually agreed, not exceeding the prevailing market rate.
2.5 Force Majeure	2.5.1 "Force Majeure" means an event beyond the reasonable control of a Party, not foreseeable, unavoidable, and not caused by the fault or negligence of that Party, which makes the Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible, including but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic/pandemic, and acts of Government. 2.5.2 The failure of a Party to fulfil its obligations shall not be considered a breach of, or default under, the Contract to the extent such failure results from an event of Force Majeure, provided the affected Party gives prompt written notice and takes all reasonable steps to mitigate the effect of such event. 2.5.3 A Party affected by Force Majeure shall be entitled to a reasonable extension of time for performance; provided that if the event of Force Majeure continues beyond ninety (90) days, either Party may terminate the Contract by written notice to the other.
2.6 Termination	2.6.1 By the Procuring Entity: The Procuring Entity may terminate the Contract, by not less than thirty (30) days' written notice (or such shorter period specified for material breach), if the Service Provider: (i) fails to remedy a breach of its obligations within the period specified in a notice to cure; (ii) becomes insolvent or bankrupt; (iii) is found to have engaged in a Prohibited Practice; (iv) repeatedly fails to meet the Service Level Requirements specified in Section 5, resulting in

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	deductions exceeding the threshold specified in the SCC; or (v) assigns or sub-contracts the Contract without the Procuring Entity's prior written consent. 2.6.2 By the Service Provider: The Service Provider may terminate the Contract by not less than thirty (30) days' written notice if the Procuring Entity fails to make undisputed payments due for a period exceeding sixty (60) days after submission of a valid invoice, subject to prior written notice to cure. 2.6.3 Effect of Termination: Upon termination, the Service Provider shall, subject to Clause 3 below (Exit Management), take all necessary steps to bring the Services to an orderly conclusion, hand over all documents, assets and records belonging to the Procuring Entity, and shall be paid for Services satisfactorily performed up to the date of termination, less any amounts due to the Procuring Entity, without prejudice to the Procuring Entity's right to recover damages or forfeit the Performance Security.

3. Obligations of the Service Provider

3.1 General	The Service Provider shall perform the Services with due diligence, efficiency and economy, in accordance with generally accepted professional/industry standards and practices, and shall observe sound management and administrative practices.
3.2 Conflict of Interest	The Service Provider shall hold the Procuring Entity's interests paramount, without any consideration for future work, and shall avoid conflicts with other assignments or its own interests, in accordance with ITB Clause 4.
3.3 Confidentiality	Except with the prior written consent of the Procuring Entity, the Service Provider and its personnel shall not, at any time, disclose any proprietary or confidential information relating to the Services, the Contract, or the Procuring Entity's business or affairs, to any third party, both during and after the Contract Period.
3.4 Insurance	The Service Provider shall, at its own cost, obtain and maintain such insurance (including workmen's compensation / personnel insurance, third-party liability, and asset insurance, as applicable to the Services) as specified in the SCC, and shall furnish evidence of such insurance to the Procuring Entity upon request.
3.5 Compliance with Labour Laws	The Service Provider shall comply, at all times during the Contract Period, with the Minimum Wages Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Employees' State Insurance Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Bonus Act, 1965, and any other applicable labour legislation (including the Labour Codes upon their notification), in respect of all personnel deployed for the Services, and shall indemnify the Procuring Entity against any claim, penalty or liability arising from non-compliance.
3.6 Compliance with Tax Laws	The Service Provider shall comply with all applicable provisions of the Goods and Services Tax (GST) law and the Income Tax Act, 1961, including timely deposit of statutory dues and furnishing of returns/certificates as may reasonably be required by the Procuring Entity.
3.7 Reporting	The Service Provider shall submit periodic reports/registers/logs in the format and frequency specified in Section 5, and shall promptly report any incident, breach of Service Level, or safety/security issue to the designated officer of the Procuring Entity.

3.8 No Exclusivity	This Contract does not confer upon the Service Provider any exclusive right to provide similar services to the Procuring Entity, save as may be expressly stated in the SCC.

4. Personnel, Equipment and Sub-Contracting

4.1 Personnel / Equipment	The categories, minimum qualifications, and minimum deployment of personnel and/or equipment shall be as set out in Section 5 (Scope of Work) and the Service Provider's accepted Technical Bid (Forms 5 and 6).
4.2 Removal and/or Replacement of Personnel	Except as the Procuring Entity may otherwise agree, no change shall be made in the personnel deployed. If, for any reason beyond the Service Provider's control, it becomes necessary to replace personnel, the Service Provider shall promptly provide a suitable replacement of equivalent or superior qualification, subject to the Procuring Entity's approval. The Procuring Entity may, by written notice stating reasons, require the Service Provider to remove any person who, in its reasonable opinion, is found incompetent, engaged in misconduct, or otherwise unsuitable.
4.3 Sub-Contracting	The Service Provider shall not sub-contract the whole or any substantial part of the Services without the prior written consent of the Procuring Entity, and any permitted sub-contracting shall not relieve the Service Provider of any obligation or liability under the Contract.

5. Obligations of the Procuring Entity

5.1 Assistance and Access	The Procuring Entity shall use reasonable efforts to ensure that the Service Provider has timely and reasonable access to the sites, facilities, and information necessary for performance of the Services.
5.2 Payment	In consideration of Services satisfactorily performed, the Procuring Entity shall make payments to the Service Provider in the manner and at the times specified in Clause 6 below and the SCC.
5.3 Change in Law	If, after the date of the Contract, there is a change in applicable law (including statutory minimum wages, EPF/ESI contribution rates, or GST rates) that materially increases or decreases the cost of performing the Services, the Contract Price shall be adjusted accordingly, in the manner specified in the SCC.

6. Payments

6.1 Contract Price	The Contract Price is as set forth in the Financial Bid of the Service Provider, as accepted by the Procuring Entity, and shall remain firm for the Contract Period, subject to Clause 5.3 (Change in Law) and any statutory revision expressly provided for in the SCC.
6.2 Mode and Schedule of Payment	Payment shall be made monthly/periodically, as specified in the SCC, within [__] days of receipt of a correct and undisputed invoice, supported by the reports/registers required under Clause 3.7, and subject to deduction of applicable taxes at source, Liquidated Damages/penalties under Clause 8, and any other amounts due to the Procuring Entity under the Contract.
6.3 Delayed Payments	In the event of delay in payment beyond the period specified in Clause 6.2 attributable to the Procuring Entity, interest at the rate specified in the SCC shall be payable on the delayed amount, unless the delay is on account of a dispute regarding the invoice.

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7. Liquidated Damages, Penalties and Performance Security

7.1 Liquidated Damages for Delay	If the Service Provider fails to commence the Services, or any milestone thereof, within the time specified in the SCC, the Procuring Entity may, without prejudice to its other remedies, deduct Liquidated Damages at the rate specified in the SCC (typically 0.5% of the value of the delayed milestone/Contract Value per week of delay), subject to a maximum specified in the SCC (typically 10% of the Contract Value), as a genuine pre-estimate of loss and not as a penalty.
7.2 Service Level Deductions / Penalties	Deductions for breach of Service Level Requirements shall be levied in accordance with the Penalty/Deduction Matrix specified in Section 5, subject to the aggregate cap specified in the SCC. Deductions under this Clause are in addition to, and not in substitution for, Liquidated Damages under Clause 7.1, save that the aggregate of all deductions in a payment period shall not exceed the cap specified in the SCC.
7.3 Performance Security	The Service Provider shall furnish and maintain Performance Security in the amount and form specified in Section 3, valid until sixty (60) days beyond expiry of the Contract Period. The Performance Security shall be forfeited, in whole or in part, in the event of a material breach of the Contract, including persistent failure to meet Service Levels, and shall be replenished by the Service Provider within fifteen (15) days of any such forfeiture, failing which it shall constitute a further ground for termination.

8. Confidentiality, Intellectual Property and Data Protection

8.1 Confidentiality	As set out in Clause 3.3 above.
8.2 Ownership of Data/Materials	All data, records, and materials generated in the course of performance of the Services shall be and remain the property of the Procuring Entity, and shall be handed over to the Procuring Entity upon completion or termination of the Contract.

9. Dispute Resolution and Arbitration

9.1 Amicable Settlement	The Parties shall use their best efforts to amicably settle any dispute arising out of or in connection with the Contract, through mutual consultation, within thirty (30) days of a Party notifying the other of the dispute.
9.2 Arbitration	Any dispute not amicably settled under Clause 9.1 shall be referred to arbitration by a sole arbitrator appointed by the Procuring Entity (or, where required by law, by a panel constituted in accordance with the Arbitration and Conciliation Act, 1996), and shall be conducted in accordance with that Act, as amended, with the seat and venue of arbitration at [Patna / seat of the University], and the proceedings conducted in English.
9.3 Jurisdiction	Subject to Clause 9.2, the courts at [Patna / seat of the University] shall have exclusive jurisdiction over matters arising out of the Contract.
9.4 Continuation of Services During Dispute	Notwithstanding the existence of a dispute, the Service Provider shall, unless otherwise directed by the Procuring Entity, continue to perform the Services and the Procuring Entity shall continue to make undisputed payments, pending resolution of the dispute.

10. Exit Management

10.1 Exit Management Plan	Not later than sixty (60) days prior to expiry of the Contract Period (or promptly upon issue of a termination notice), the Service Provider shall submit an Exit Management Plan providing for orderly transition of the Services, including handover of assets, records, registers, and knowledge transfer to the Procuring Entity or its nominated successor agency.
10.2 Continuity of Services	The Service Provider shall, if so directed by the Procuring Entity, continue to perform the Services for a transition period not exceeding ninety (90) days beyond expiry/termination of the Contract, on the same terms and rates, to ensure continuity pending mobilisation of a successor agency.
10.3 Full and Final Settlement	Upon satisfactory completion of exit management obligations, the Procuring Entity shall release the Performance Security and any amounts due, after adjustment of dues, within the time specified in the SCC.

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Section 8: Special Conditions of Contract (SCC)

The following Special Conditions of Contract supplement the GCC in Section 7. Where there is a conflict, the SCC shall prevail over the GCC.

GCC 1.4	Address for Notices — Procuring Entity: Registrar, [Name of University], [Address]. Service Provider: [As per Form 2].
GCC 1.6	Authorised Representative of Procuring Entity: Transport-in-charge / designated officer, [Name of University]. Authorised Representative of Service Provider: [As per Power of Attorney].
GCC 1.7	GST shall be payable by the Procuring Entity in addition to the Contract Price at the rate applicable on the date of invoice, against a valid tax invoice.
GCC 2.1 / 2.2	Effective Date: date of signing of Contract Agreement. Mobilisation period: 10 days. Commencement of full Services: within 10 days of the Effective Date, with the full contracted fleet, valid documents, GPS-fitted, as per Section 5.
GCC 2.3	Contract Period: 2 (two) years from the date of commencement, extendable by up to 1 (one) additional year on the same terms and rates (subject to GCC 5.3), at the sole discretion of the Procuring Entity, based on satisfactory performance. The performance guarantee shall be modified accordingly.
GCC 3.4	Minimum insurance: comprehensive (own-damage plus third-party) motor insurance for every vehicle deployed, and Workmen's Compensation Insurance for all drivers, for the duration of the Contract.
GCC 6.2	Invoicing: monthly, by the 5th of the succeeding month, supported by the attendance register, EPF, ESIC contribution, proof of payments, patrol log, and inspection report. Payment: within 21 days of receipt of a correct, undisputed invoice.
GCC 6.3	Interest on delayed payment (where attributable to the Procuring Entity): as per applicable Treasury/Finance Department norms in force.
GCC 7.1	Liquidated Damages for delay in mobilisation/commencement: 0.5% of the annualised Contract Value per week of delay, subject to a maximum of 10% of the annualised Contract Value, beyond which the Procuring Entity may terminate the Contract.
GCC 7.2	Aggregate cap on Service Level deductions (Section 5.10 Penalty Matrix) in any billing period: 10% of that period's invoice value.
GCC 7.3	Performance Security: 5% of the annualised Contract Value, by way of unconditional Bank Guarantee (Annexure VI) from a Scheduled Bank, valid until 60 days beyond expiry of the Contract Period.
GCC 9.2 / 9.3	Seat and venue of arbitration: Patna. Courts of exclusive jurisdiction: Patna.

GCC 10.3	Release of Performance Security / final dues: within 30 days of completion of exit management obligations, including full and final clearance of driver wages/EPF/ESI dues, to the satisfaction of the Procuring Entity.
Additional — Standby Fleet	The Service Provider shall maintain a standby fleet of not less than 10% of the contracted monthly fleet strength (subject to a minimum of one vehicle) to meet breakdown-replacement and emergency/short-notice requisitions.
Additional — Base Hours/Km for Monthly and Daily Hiring	Base entitlement per day: 8 hours / 80 km for Sedan/SUV categories; [10] hours / [100] km for Bus/Mini Bus/Tempo Traveller categories, unless otherwise specified. Usage beyond base entitlement shall be billed at the extra-km/extra-hour rates in Section 6.
Additional — Statutory Minimum Wage Basis (Drivers)	The Service Provider shall pay wages to all deployed drivers not less than the minimum wages notified by the Labour Resources Department, Government of Bihar, for the relevant category, and shall submit proof of payment (bank transfer statements) along with each monthly invoice.
Additional — Fuel Price Risk	The quoted rates shall remain firm and shall not be revised on account of fluctuation in fuel prices during the Contract Period, unless the Procuring Entity, at its discretion, agrees to a fuel-price-linked revision mechanism, which shall be recorded as a separate addendum if adopted.
Additional — Parking, Tolls and Challans	Parking charges and toll charges actually incurred on authorised official duty shall be reimbursed by the Procuring Entity against receipts. Traffic challans/penalties arising from violation of traffic rules, wrong parking, or driver negligence shall be borne solely by the Service Provider.

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Section 9: Annexures

Annexure I: Power of Attorney for Signing of Bid

{On Non-Judicial Stamp Paper of appropriate value}

Know all men by these presents, We,.. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of .... and presently residing at________________________, who is presently employed with us and holding the position of ……………………….., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Tender/RFP published by procuring authority **vide RFP Reference No** ___________________________________ **dated**_____________ including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information / responses representing us in all matters, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into the contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..., THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ………………………. DAY OF____(Month) OF YEAR 2026**

For ……………………………..

(Signature, name, designation and address of Principal)

Witnesses: 1. 2.

Accepted

(Signature, name, designation and address of the Attorney)

Annexure II: Format of Non-Disclosure Agreement (where applicable)

{On Non-Judicial Stamp Paper of appropriate value}

This Non-Disclosure Agreement made and entered into at [Mention place] this [Day] day of [Month] 2026, BY AND BETWEEN [Bidder name], a __________ (Type of organization) incorporated under the (Name of Act) having its registered office at [Registered Office Address] of the ONE PART are hereinafter as "the Party".

AND

[RFP inviting authority] having office at [address of RFP inviting authority] (hereinafter referred as Client which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART are hereinafter as "the Party"

WHEREAS:

1) Client floated a Request for Proposal for (Name of RFP), the scope of which is specified therein and whereas .... (Name of bidder) has through an RFP process, bid for the work.
2) The (name of bidder) is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3) The (name of bidder) is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to client.
4) For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5) Receiving Party means who receives the confidential information.
6) Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and Client or its representatives to have specific access to Client's property/ information and other data, it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by client to mention] or any such information which comes into the knowledge of the (name of bidder) during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the (name of bidder) to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices,

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methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of Client including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

The (name of bidder) may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

a. is or subsequently becomes legally and publicly available without breach of this Agreement.
b. was rightfully in the possession of the (name of bidder) without any obligation of confidentiality prior to receiving it from Client, or
c. prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
d. was rightfully obtained by the (name of bidder) from a source other than Client without any obligation of confidentiality,
e. was developed by (name of bidder) independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
f. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
g. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of Client. Upon termination of this Agreement, Confidential information shall be returned to Client or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Client in respect of the Confidential Information.

In the event the (name of bidder) is legally compelled to disclose any Confidential Information, the (name of bidder) shall give sufficient notice of 45 days to [state/UT to mention] to prevent or minimize to the extent possible, such disclosure. The (name of bidder) shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of Client. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the (name of bidder) will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The (name of bidder) shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the (name of bidder) who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The (name of bidder) shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The (name of bidder) agrees to notify Client immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a. Information regarding 'Client' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
b. any aspect of Client's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
c. Business processes and procedures; or
d. Current and future business plans; or
e. Personnel information; or
f. Financial information; or
g. Capital adequacy computation workings

3. Publications

The (name of bidder) shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Client.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Client, whichever is earlier. The (name of bidder) hereby agrees and undertakes to Client that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed Client promptly return or destroy, under information to Client, all information received by it from Client for the Purpose, whether marked

Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The (name of bidder) certify in writing to Client that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The (name of bidder) agrees and undertake to treat Confidential Information as confidential for a period of [three (3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by Client to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Client.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

- The (name of bidder) acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the (name of bidder) will result in irreparable damage to Client for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. Client shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Client shall include Client's costs and expenses of enforcement (including the attorney's fees).

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives. d. Termination of contract

- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for mediation through in accordance with the provisions of the Mediation Act, 2023. If the dispute is not resolved through mediation within 15 days, either parties may seek appropriated remedies before the Hon'ble High Court of Patna.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8. All obligations created by this Agreement shall survive change or termination of the parties" business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Patna; Bihar shall have exclusive jurisdiction in relation thereto.

12. General

Client discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

On behalf of bidder

SIGNATURE OF AUTHORISED REPRESENTATIVE

Name: Designation:

Annexure III: Contract Agreement Form

{On Non-Judicial Stamp Paper of appropriate value}

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made and entered into on this the [Insert Day] day of [Insert Month], 20**[Insert Year]**, at [Insert City], India.

BETWEEN

RFP Inviting authority ……………………………… having its office at …..*Office address*….. (hereinafter referred to as the "client" or "client", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.

AND

[Name of Bidder], a (Type of Organization) incorporated under the (name of Act), having its registered office at *[Address of Bidder]* (hereinafter referred to as the "Selected Organization/Service Provider", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.

(client and the selected organization/service provider are hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS:

(a) The client has issued a Tender/ Request for Proposals (RFP) for the provision of certain services as defined in this Contract (hereinafter called the "Services");

(b) The (name of bidder), having represented to the client that it has the required professional skills, expertise and technical resources, has submitted a (name of bidder)'s Proposal and has been selected to provide the Services on the terms and conditions set forth in this Contract;

(c) The (name of bidder) has agreed to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1. Integral Documents

The following documents attached hereto shall be deemed to form and be read as an integral part of this Contract:

(a) This Contract Agreement;
(b) The Letter of Award
(c) The RFP and its Scope of work
(d) All corrigenda/addenda issued to the Tender Document.
(e) The Service Provider's Technical Bid and Financial Bid;
(f) The General Conditions of Contract (GCC) and The Special Conditions of Contract (SCC);
The Appendices:

(i) Appendix A: Breakdown of Contract Price
(ii) Appendix B: Other documents, as required (e.g., Performance Bank Guarantee)

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In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; and Appendix B. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. Mutual Rights and Obligations

The mutual rights and obligations of the client and the bidder shall be as set forth in the Contract. In particular:

(a) The bidder shall perform the Services in accordance with the provisions of the Contract; and

(b) The client shall make payments to the (name of bidder) in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and delivered as of the day and year first above written.

For and on behalf of the client *RFP inviting Authority*

(Signature)

(Name):

(Designation):

For and on behalf of the bidder

(Signature)

(Name):

(Designation):

In the Presence of

Witnesses:

1.

2.

Annexure IV: Format for Submission of Pre-Bid Queries

S.N.	Tender Section & Page/Clause No.	Content of Tender Requiring Clarification	Query / Suggested Modification

Organisation Name: ___________

Name of Representative: _________

Designation: ___________

Email: ___________

Contact No.: ___________

Annexure V: Bank Guarantee Format for Earnest Money Deposit (EMD)

NOT APPLICABLE

Annexure VI: Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value)

Ref Bank Guarantee No…………..

Date……………………………...

To____________

Whereas M/s……………………………………………….with its Registered/ Head Office at____________(name and address of the bidder, hereinafter called "the selected organization/service provider", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of Letter of Award (LOA) vide reference no ……….. date……………. to delivery (description of Services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we …………………… with our Head Office at………………………… (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the bidder such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the (name of bidder), up to a total of ________________________(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the (name of bidder) to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the name of bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the (name of bidder) before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the (name of bidder)'s.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ………….day of …….20…
Our……………………………………branch at……………….*(Name & Address of the ……………………..*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our …………………..* branch on or before Dt………….. otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

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....

.... Name and designation of the officer
....

Seal, name & address of the Bank and address of the Branch
*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Annexure VII: Note on Integrity Pact (where applicable, per SCC)

Preamble

The Client intends to award, under laid down organization procedures, contract for (name of RFP). The Client values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the bidders.

In order to achieve these goals, by publication of this RFP and bidder by participating in the same will be agreeing to this Note on 'Integrity Pact' which will form an integral part of the RFP and the bidder's proposal.

It is hereby agreed by and between the parties as under:

Section I – Commitments of Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   a. The Client undertakes that no official of the Client connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
   b. The Client will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidder and could obtain an advantage in relation to the tender process or the contract execution.
   c. The Client will exclude from evaluation of Bids its such employee(s) who has any personal interest in the bidders participating in the Bidding process.
2. If the Client obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the bidder

1. The bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

   a. The bidder will not, directly or through any other person or firm, offer, promise or give to the Client, or to any of the Client's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
   b. The bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other bidder. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non –submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

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c. The bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by the Client part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The bidder will not pass any information provided by the Client as part of business relationship to others and not to commit any offence under PC/IPC Act.

e. The bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.

f. The bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

g. The bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Client.

(2) The bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

1. If the bidder before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as bidder into question, the Client may disqualify the bidder from the tender process or terminate the contract, if already signed, for such reason.

2. If the bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, the Client may after following due procedures also exclude the bidder from future contract ward processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

3. If the bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may revoke the exclusion prematurely. However, decision of the Client in this regard shall be final and binding on the bidder.

Section IV – Liability for violation of Integrity Pact

1. If the Client has disqualified the bidder from the tender process prior to the award under Section III, the Client may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.

2. If the Client has terminated the contract under Section III, the Client may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

1. The bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all bidders

1. The Client will enter into agreements with identical conditions as this one with all bidders.
2. The Client will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating bidder

If the Client obtains knowledge of conduct of a bidder or an employee or a representative or an associate of a bidder which constitutes corruption, it will initiate necessary punitive action

Section VIII – Pact Duration

This Pact begins when after publication of the RFP by the client and on submission of proposal by the bidder. It expires for the awarded bidder after the closure of the contract and for all other bidders six month after the contract has been awarded.

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Annexure VIII: Bid Securing Declaration

Bidder exempted from submission of Bid Security are also required to submit this.
(on Bidder's Letterhead)

Bidder's Name________________________
[Address and Contact Details]

To
The Procuring Authority

Ref: (RFP Name vide RFP No. date)

Dear Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity; or
2. Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:

(a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
(b) Fail or refuse to sign the contract.

3. We know that this Proposal-Securing Declaration shall expire
   A. If the contract is not decided - forty-five days after the expiration of the Proposal validity, any extension to it.
   B. If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or
   C. If the contract is awarded to us - after receipt of performance security from them

Authorised Signatory
(Signature with date)
(Name and designation)

Annexure IX: Illustrative Format — Liquidated Damages / Service Level Deduction Computation

S.N.	Nature of Breach / SLA Parameter	Reference Clause (Section 5)	Basis of Deduction	Amount Deducted (Rs.)
1	[e.g. Delay in mobilisation]	GCC 7.1	0.5% of Contract Value per week, max 10%	
2	[Service-specific SLA breach — see Section 5 Penalty Matrix]	Section 5.9,5.10	As per Penalty Matrix	

Annexure X: Manpower Deployment and Statutory Wage Compliance Format

S.N.	Name of Employee	Designation	EPF No.	ESIC No.	Wages Paid (Rs./month)	Minimum Wage Applicable (Rs./month)

To be submitted monthly, along with the invoice, in respect of all personnel deployed for the Services (applicable to tenders involving manpower deployment).