

GOVERNMENT OF INDIA
MINISTRY OF SCIENCE AND TECHNOLOGY
DIRECTORATE OF BIHAR GEO-SPATIAL DATA CENTRE, PATNA
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LIMITED TENDER DOCUMENT FOR HIRING OF VEHICLES FOR FIELD
DUTIES OF
SURVEY OF INDIA

TENDER NO. 1041/NHP dated 19/11/2018

TO BE SUBMITTED BY:	-	28 /11/2018 (1500 hrs.)
DATE OF OPENING BIDS:	-	29 /11/2018 (1100 hrs.)
TOTAL PAGES	-	19

Tender Document can be downloaded from Survey of India Website
www.surveyofindia.gov.in .

BIHAR GEO SPATIAL DATA CENTRE SURVEY OF INDIA, PATNA

TENDER INVITING NOTICE FOR

HIRING OF VEHICLES FOR FIELD DUTIES OF SURVEY OF INDIA

[Tender No. 1041/NHP DATED 19/11/2018]

Director, Bihar Geo Spatial Data Centre (GDC), Survey of India, Patna Invites sealed tender under two bid systems (Technical bid and Financial bid) from reputed firm/agency.

The details of Tender with complete terms and conditions are available on Survey of India website: www.surveyofindia.gov.in and may be read out carefully before applying the same.

Critical Date Sheet

Published Date	19/11/2018
Document Download Start Date	19/11/2018
Document Download End Date	28/11/2018(1500 hrs)
Clarification Start Date	19/11/2018
Clarification End Date	27/11/2018
Bid Submission Start Date	19/11/2018
Bid Submission End Date	28/11/2018(1500 hrs)
Opening Date (Technical Bid)	29/11/2018(1100 hrs)

For any queries/clarification on content of Tender document, you may kindly contact Bihar Geo Spatial Data Centre, Survey of India, Patna, at phone Nos. 0612-2565756 or write to bihar.gdc soi@gov.in.

DIRECTOR
Bihar Geo Spatial Data Centre,
Survey of India, Patna

1. SCOPE OF THE WORK & ELIGIBILITY CRITERIA FOR DRIVERS:

- a) Vehicle will be required for carriage of Survey of India officials with stores, instruments, luggage etc. required to carry out field survey work in the districts of Bihar& adjoining states.
- b) All the vehicles are to be provided with qualified Drivers. The Drivers should be of Indian nationality, male with more than 18 years of age and minimum 8th Pass with sound health and vision.
- c) The drivers of the vehicle must have valid commercial driving license for both plain and hilly areas as the case may be (photocopies must be submitted at the time of inspection).
- d) He should be ready to drive the vehicle in the districts of Bihar& adjoining states as per the requirement of Bihar Geo Spatial Data Centre, Survey of India, Patna.

2. TYPE OF VEHICLES, THEIR DETAILS AND PERIOD OF CONTRACT:

Type of vehicles required with driver	Diesel driven Utility Vehicle only. Tata Xenon/ Mahindra Pik -Up/ Mahindra Bolero Camper or equivalent
No. of vehicles required	Appx. 04 (it may be reduced or increased subject to prevailing conditions/demand)
Year of Manufacture of vehicles	Not earlier than 2014
Minimum fuel consumption in kmpl	Not less than 10 kmpl
Condition of the vehicle	Vehicle offered for hire should be fit for field duties and X-country movement.
Provision of Diesel, Oil & Lubricant	The Director, Bihar GDC, Survey of India will provide Diesel only
Approximate period of hiring of vehicles	04 months (it may be reduced or increased subject to prevailing conditions/demand)
Availability of vehicle	Vehicle will be required at the time of actual field duty irrespective of day or night
Area of field duty	Bihar& adjoining states
Period of contract	12 months

NB: The above noted numbers of vehicles with driver and their period of deployment may vary based on requirement.

3. ELIGIBILITY CRITERIA (FOR THE AGENCY):

- a) The firm should be registered with an appropriate Govt. Agency and must possess valid Registration certificate.
- b) GST Registration
- c) PAN/ TAN Number
- d) Priority will be given to the firm/agencies having prior experience of successful completion of field duty with Departments/Ministries of the Government of India/PSUs for at least one year.

4. TERMS & CONDITIONS: -

- (i) The bid should be submitted in two covers marked “Technical bid “and “Financial Bid”. Both the sealed cover should be placed in the main sealed envelope super scribed “HIRING OF VEHICLES FOR FIELD DUTIES OF SURVEY OF INDIA”. This should be addressed to **The Director, Bihar GDC, Survey of India, Karpoori Thakur Sadan, Kendriya Karyalaya Parisar, 7th floor, 'G' Block, Ashiyana Digha Road, Patna 800025** and sent by post or hand delivered in the Tender box at reception counter of Bihar GDC, survey Of India, Patna office.
- (ii) Bid should not have any scope of ambiguity, cutting or overwriting.
- (iii) Only one bid is allowed to be submitted by a bidder.
- (iv) **EMD:** The interested bidders will have to submit EMD in the form of DD/BC only to tune of **Rs.5,000/- (five thousand only)** in favour of “CDDO, BIHAR GDC, Survey of India” and payable at Patna in the Technical Bid Cover. The original EMD shall be sent to the following address on or before the date of opening of Technical Bid otherwise the bid will be considered as nonresponsive. The EMD will be refunded to the unsuccessful bidders except of L-1 and L-2 bidders.

**The Director,
Bihar GDC, Survey of India,
Karpoori Thakur Sadan, Kendriya Karyalaya Parisar,
7th floor, 'G' Block,
Ashiyana Digha Road, Patna 800025.**

Earnest money deposit of the unsuccessful tenderers will be returned at the earliest after expiry of the final tender validity & latest on or before the 30th day after the award of contract.

Earnest money deposit of the successful tenderer would be refunded only after receipt of performance security.

- (v) Completeness of Bid: The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the tender documents may result in rejection of offer. Bid should be neatly filled in and the person signing the tender should, ensure the correctness of financial bid.
- (vi) If the services provided by the contractor are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, Chairman Procurement Board reserves the right to get the services from other sources at the risk and cost of the contractor.
- (vii) The contractor will provide the required vehicles for a shorter period also, in case of any exigencies as per the requirement of this office.
- (viii) The contractor shall be contactable at all times and messages sent by phone/e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Department in fulfilment of the contract from time to time.
- (ix) The Service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and

omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/casualty occurred during the course of working to any staff / driver engaged by the Agency; the responsibility will remain with the agency. For any accident or casualty occurred during the course of field duty to any staff / driver deployed by the agency, the liability that will arise out of the accident will be borne by the agency. The responsibility will remain with agency and this office will no way be responsible for it or any other clause mentioned above.

- (x) The successful L-1 bidder will have to provide the vehicles within 7 working days at their own cost from the date of issue of Award of Contract/ signing of contract.
- (xi) In case, if the L-1 bidder does not provide the vehicles within 7 working days, the Bid security / EMD deposited by him shall be forfeited without any communication.
- (xii) In case the date of opening of tender is declared as a holiday on any account, the opening will be taken place on the next working day.
- (xiii) The contract will be awarded for a period of 12 month. The Competent Authority reserves right to reduce the contract period or to extend the contract after its completion of one year. **Such extension would however be based on mutual consent and on the same rates, terms and conditions**
- (xiv) Persons hired for the desired job will have no claim for Govt. job under any circumstances.
- (xv) The Director, Bihar GDC, Survey Of India, Patna reserves the rights to cancel the tender without assigning any reason there on.

5. DOCUMENTS TO BE SUBMITTED ARE AS UNDER:

(i) In Technical Bid Cover

- a) Earnest Money Deposit (EMD)
- b) GST registration certificate
- c) Technical Bid Proforma Annexure 'A'
- d) Tender Acceptance Letter Technical Part Annexure 'B'
- e) Proforma containing details of other organization Annexure 'C'
- f) PAN/TAN number
- g) Copies of work orders and experience in services of a similar nature and details of services under way or contractually committed.
- h) Written confirmation authorizing the signatory of the Bid to commit the Bid, such as power of attorney etc.

(II) In Financial Bid Cover

- a) Financial Bid Annexure 'D'
- b) Tender Acceptance Letter Financial Part Annexure 'E'

6. OTHER TERMS AND CONDITIONS:

1. After the award of the contract, it will be the responsibility of the Tenderer to place the vehicle(s) for inspection, if called for, at his own cost. The following documents in original have to be produced: -
 - a) Necessary permit for driving the vehicles in area of field duty.
 - b) Valid Commercial registration & PUC certificate.
 - c) Valid comprehensive insurance cover policy.
 - d) Vehicle fitness certificate for the tender period.
2. Vehicles should be Diesel driven only.
3. The vehicles offered for hiring should have necessary R.T.O. clearance and should be registered as Commercial vehicles. The office of the Director, Bihar GDC, Survey of India, Patna, will not be responsible for any R.T.O. regulatory matters relating to registration of vehicles etc.
4. Hiring charges should include cost of repairs, regular servicing, lubricants, inter-state move expenditure (if required), pay and allowances of driver, food and lodging of driver etc. but exclude the cost of diesel.
5. **Cost of fuel (diesel only),Toll Tax, Parking Charges, if any, will be borne by Survey of India.**
6. Rates quoted by Tenderer should be valid for at least one year from date of award of tender.
7. Successful Tenderer shall ensure that sufficient cash is available with drivers at all times to cover essential contingent expenditure, urgent repairs and other essential expenditures.
8. In the event of any accident or damages while vehicle is on Survey of India duty, Survey of India shall be completely free from any liability of the nature connected with accident/damages. The Tenderer will be fully and exclusively responsible for any damage to the vehicle(s) or any injury to driver or any other person in employment of Tenderer including any third-party claims. In no case, the department will be liable for any type of compensation/medication to the person in employment of Tenderer or to the damaged vehicle including any third-party claim. However, if damage or loss is incurred to Survey of India and/or its employees, as a result of any accident or any other reason involving failure of vehicles/driver, tenderer shall reimburse on demand and without any demur the compensation/damage charges.
9. The Tenderer must submit a declaration regarding non-involvement of vehicle(s) being offered for hire in any accident/court case etc. The Tenderer must submit a declaration that the drivers offered for service do not have any criminal record neither have any tendency for criminal activity. The Tenderer will be completely responsible for the conduct of their driver during the tenure of hiring.
10. Repairs to the vehicle/s to be carried out by the Tenderer immediately during the period of hire.
11. In case of major break down of any vehicle, the replacement of the same must be provided by the Tenderer within 24 hours of break down, failing which office of the Director, Bihar GDC,Survey Of India, Patna shall **have the right to hire any other vehicle(s)against break down vehicle(s) at the expense of the Tenderer** and the Tenderer will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rate tendered and those at which the hiring is actually made, if it is higher.

12. Vehicles and drivers must be available during entire period of engagement. For the period of “absence of driver” or “Unavailability of vehicle” no payment will be made. In case of absence of driver of any vehicle or unavailability of vehicle, the replacement of the same must be provided by the Tenderer within 24 hours, failing which, the office of the Director, Bihar GDC, Survey Of India, **Patna shall have the right to hire any other vehicle(s)/driver(s) at the expense of the Tenderer and the Tenderer will be liable to pay such further sum** as will be sufficient to meet the difference of cost between the rate Tendered and those at which the hiring is actually made if it is higher.
13. Duty certificate regarding the presence of vehicle/ driver furnished by the Detachment officer on the basis of concerned car diary/relevant record maintained for the purpose, shall be final and admissible for payment.
14. In case of long-distance run of vehicle, for repairs or its use for any other private purpose by the driver/Tenderer, the cost of diesel shall be borne by the Tenderer.
15. **The driver will have to halt with the Survey team and keep the vehicle ready for field duty as per the requirement, in the area of work.**
16. In case of payment of hiring charges to be made for a period of less than one month, the payment will be made on pro-rata basis.
17. Non-pollution certificate from concerned authority to be submitted before the movement of vehicle to area of field duty and it will be the responsibility of the Tenderer for obtaining subsequent pollution certificate during contractual period of hiring.
18. During the contract period, if the vehicle is seized/ detained/ impounded by Police or transport authorities for any reason whatsoever, it would be the sole responsibility of the firm.
19. In case the Tenderer wishes to withdraw any of the contracted vehicles, he should give prior notice of one month to Director, Bihar GDC, Survey of India, Patna regarding the same.
20. The Director, Bihar GDC, Survey of India, Patna reserves the right to reject any or all Tenders without assigning any reasons thereon.
21. The service providers should have local offices at Patna to ensure satisfactory fulfilment of contractual obligations.
22. The successful tenderer has to sign an agreement at his own cost with validity of one year from the date of award of contract on a Non-Judicial Stamp Paper of appropriate value. The agreement would be between the Director, Bihar GDC, Survey of India, Patna, and the successful tenderer/Agency. The Agreement proforma is attached as Annexure “H”.
23. The Contractor shall ensure regular health check-up of his contract personnel and compliance of provisions of Labour Act or any other law as applicable.
24. The Director, Bihar GDC, Survey of India, may terminate the contract at any point of time with or without assigning any reason thereof by giving one week notice. However, if services are not found satisfactory, Director, Bihar GDC, Survey Of India, Patna, may terminate the contract with immediate effect.
25. The successful firm/ agency may discontinue the contract by giving a notice of at least 60 days before the intended date of discontinuation, but it will lead to forfeiture of its Performance Security Deposit submitted to the Directorate of Bihar GDC, Survey of India. In case of discontinuation, without prior notice or a notice less than 60 days prior to the intended date of discontinuation, the Director, Bihar GDC, Survey of India, will have the right to claim damages, and recover such

damages from the payment due to the Agency or by any other means, in addition to forfeiting the performance security deposits by the Agency.

26. The contract will be awarded for an initial period of **12 months** from the date of award of contract. The Competent Authority reserves right to reduce the contract period or to extend the contract after its completion. Such extension would however be based on mutual consent and on the same rates, terms and conditions. **Not more than 12 months**
27. The Earnest Money is liable for forfeiture in the event of (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer, or (d) Any unilateral revision made by the tenderer during the validity period of the offer.
28. Rates quoted/accepted will be valid for 12 months from the date of award of contract and agreement & during this period no demand for increase of rates will be entertained. The Agency will have to provide its Telephone numbers to be available for contact for 24 hours x 7 days.
29. All notice, communications, reference and complaints made by the Agency concerning the work shall be in writing addressed to **The Director, Bihar GDC, Survey of India, Karpoori Thakur Sadan, Kendriya Karyalaya Parisar, 7th floor, 'G' Block, Ashiyana Digha Road, Patna 800025** only. Other modes are not recognized.

7. **FINANCIAL BID / SCHEDULE: -**

The FINANCIAL bid shall be filled as per proforma / BOQ - Bill of Quantity for each service and inclusive all charges in the table (Annexure'D')

Sl. No.	Description	Approximate Requirement	Field of work	Period of Contract
1.	Utility vehicle	4	Bihar& adjoining states	12 months

- (i) BID VALIDITY: The Bid should remain valid for a period of 60 days from the date of opening of Technical Bid.
- (ii) The authorized representative with proper authority letter from the Firms will only be allowed to attend the Tender Opening.

8. **PERFORMANCE SECURITY:**

- (i) The performance Security should be furnished by successful bidder for an amount of **5%** of the Contract Value with validity of fourteen months or 60 days beyond the date of completion of all contractual obligations whichever is later. The successful Agency shall furnish the performance security in the form of Bank Guarantee from a nationalised bank in favour of "**CDDO, Bihar GDC, Survey Of India**" payable at Patna protecting the interests of the Government in all respects. The proceeds of the Performance Security shall be payable to the Survey of India as compensation for any loss/penalties/liquidated damages resulting from the service provider's failure to honour its obligations under the contract. Performance security should be deposited within 14 days of the issue of letter of intent/award of contract.
- (ii) In case contract is awarded to a firm/agency and such firm/agency fails to provide the services of vehicles with driver at the accepted rates on the scheduled date &

time, the contract awarded shall be cancelled & Performance security shall be forfeited.

9. PAYMENT TERMS:

- (i) Payment to the Service provider will be made on monthly basis by the office after deduction of Income tax and other applicable taxes at the rates in force as per applicable laws/Acts.
- (ii) Payment will be made on the basis of actual service (Man days) provided by the Agency.
- (iii) The payment will be made on the basis of actual number of vehicles utilized.
- (iv) Payment will be made to the successful Tenderer on monthly basis only after successful completion of field duties through e-payment gateway.
- (v) In case of minimum fuel consumption in kmpl as already specified as *not less than 10 kmpl*, is not achieved by any vehicle, then the extra run per litre of fuel will be deducted from the payment due for the vehicle.

10. TAXES

Income tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided. Self-Attested photocopy needs to be submitted.

11. Compensation to the deployed staff/ driver.

It is clearly understood that the staff/ driver deployed by the contractor shall be the employees of the agency for all intents and purpose. Survey of India shall have no relationship of employer and employee or master and servant with the contract staff so deployed by the agency except that they have to carry out the orders of the authorized/controlling officers of Survey of India.

Survey of India shall not be liable for any action, direct or indirect or to any claim, damages, compensation that might become payable to the employees of the contractor under the orders of any lawful authority in the event of an accident resulting in the possible injury or death of any employee of the contractor while performing their duties within/outside the premises/ area of field duty or damage of any other kind. The contractor shall always keep Survey of India fully indemnified against any such claim or damages.

12. The contract may be terminated on any of the following contingencies:-

- a) On the expiry of the contract period;
OR
- b) A notice at any time during the period of services in case the services rendered by the bidder are not found satisfactory;
OR
- c) For committing breach of any of the instructions/terms & conditions of the tender /contract by the bidder;
OR
- d) On assigning the contract or any part there of or any benefit or interest therein or there-under by the bidder to any third person or subletting the whole or a part of the contract to any third person;
OR
- e) On contractor being declared insolvent by the competent court of Law.

OR

- f) During the notice period for termination of contract, in the situations contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract (on any ground whatsoever) and to ensure that no person creates any disruption/ hindrance/problem of any nature to the Survey of India.
- 13.** The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 14.** In the event of any dispute or difference arising out of or in any way touching or concerning this tender whatsoever (except as to matters the decision of which is specifically provided under this contract), the same shall be first sorted out by the Director, Bihar GDC, Survey Of India, Patna. If the dispute persists and remains unresolved, it will refer to the sole arbitration Surveyor General of India, Patna, or any person appointed by him. The award of such arbitrator shall be final and binding on both the parties hereto.

DIRECTOR
Bihar Geo Spatial Data Centre,
Survey of India, Patna

Annexure 'A'

PROFORMA FOR TECHNICAL BID		
SL. No.	PARTICULARS	To be filled by the Bidder
1.	Name of the Agency	
2.	Date of Establishment of the Agency	
3.	Name of the contract person, mobile number and Detailed office address of the Agency with office Telephone Number, Fax Number	
4.	Bank Account Detail for E payment	Account no. Account Type Name of Account Holder Address of account holder Name of Branch Address of Branch IFSC Code
5.	PAN/ TAN Number (Copy to be enclosed)	
6.	GST Registration No. (Copy to be enclosed/)	

Signature and Seal of the
bidding firm/agency

Annexure 'B'

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with technical Bid)

Date

To

The Director,
Bihar GDC
Survey Of India
Patna-800025

(Tender Ref no. 1041/NHP dated 19/11/2018)

I/We have downloaded the tender document(s) for the above mentioned "Tender/Work" from the web site www.surveyofindia.gov.in , and in response, we offer to supply Diesel driven Utility Vehicle like Tata Xenon/ Mahindra Pik -Up/ Mahindra Bolero Camper or equivalent in accordance with the said tender document. The details of the vehicles offered is as follows: -

Types of vehicles & Make	Nos	Year of manufacture	Remarks, if any

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. 1 to 19 (including all documents like annexure(s), etc) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clause contained therein.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document (s)/ corrigendum(s) in its totality entirely.

In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bit including the forfeiture of the full said earnest money deposit absolutely.

I/We undertake, if our tender offer is accepted, to enter into the contract and commence the services within 07 days calculated from the date of signing of the contract Agreement/award of contract.

Dated this _____ day of _____ 2018

Signature _____ (_____)

Duly authorized to sign the tender offer for and on behalf of

(Signature of Tenderer with seal)

Annexure 'C'

**Proforma containing details of other organization where
such or similar contracts were undertaken.
(enclose supporting documents)**

Sl. No.	Name & Address of the organization, contact No	No. of vehicles supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. (Pl specify)	Amount of contract	Reason for termination (if currently not valid)

This information is to be Submitted in cover marked as “TECHNICAL BID”.

(Signature & Seal of the Agency)

PERFORMA FOR FINANCIAL BID

- (1) **Tender inviting Authority:** Director, Bihar GDC, Survey Of India, Patna
- (2) **Name of Work :** Hiring of Vehicles for field duties of Survey of India
- (3) **Tender No. :** 1041/NHP dated 19/11/2018
- (4) **Name of bidder :**
- (5) **Address of Bidder :**

Total Monthly Charges (Excl. of GST) with driver	
GST in % & in figures	
Total (in figures)	
In words	

Note:(1) Rates are exclusive of diesel and inclusive of lubricants, salary, fooding & lodging of Driver, permit, insurance, charges due to interstate move etc.

- (1) Tender will be awarded on the basis of **Total Monthly Charge for one vehicle (Incl. GST)** quoted by the tenderer.
- (2) In case of deviation between the grand total mentioned in figures and in words, the amount depicted in words will be taken for comparison.

It is certified that all the terms and conditions of Tender document No. 1041/NHP dated 19/11/2018 have been understood by me/us and ready to accept the same without any variation.

Note:

1. Rates quoted should be last and final and should remain valid for a period of one year from the date of signing of contract.

**(Signature of Tenderer
with seal)**

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Financial Bid)

Date.....

To,
The Director,
Bihar GDC
Survey Of India
Patna-800025

Sub: HIRING OF VEHICLES FOR FIELD DUTIES OF SURVEY OF INDIA -
ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

(Tender Reference No:(1041/NHP dated 19/11/2018))

Dear Sir,

I/We have downloaded the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely: www.surveyofindia.gov.in as per your advertisement given in the above-mentioned website.

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.1 to 19 (including all documents like annexure(s), etc), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clause contained therein.

We do hereby undertake that in the event of acceptance of our bid, we will provide the services as stipulated in the tender document on rates quoted in BOQ/ Price Schedule enclosed with bid and that we shall perform all the incidental services.

If our tender offer is accepted, I/We will submit a Bank Guarantee for a sum of 5% of the Contract value as performance security for due performance of the Contract.

I/We hereby agree to abide by this Tender offer for 60 days and the same shall remain binding upon us and may be accepted at any time before the expiry of that period.

I /We are aware that you are not bound to accept the lowest or any offer you may receive.

Name of Firm _____

Address _____

Mobile No. _____ Phone No. _____ Fax No. _____

Name of Bank _____

Bank's Account No. _____

IFSC Code _____

MICR No. _____

Income Tax Registration No. _____

GST Registration No. _____

Signature of Authorized Signatory

Stamp of Firms

CONTRACT AGREEMENT

(Agreement to be executed on a Non-Judicial Court Stamp of Rs.100/- value)

Agreement made on this ----- day of ----- Two Thousand Eighteen between _____ (hereinafter called the Service Provider or Contractor”) on one part and the Director, Bihar GDC, Survey Of India, Patna (hereinafter referred to as the Government) on the other part.

WHEREAS the Service Provider has tendered to the Government for providing vehicle for field duties of Survey of India as per the instructions given at the prices or rates mentioned in the Bid Form and whereas such tender has been accepted and the contractor has deposited with the Government the sum of Rs. _____ (_____) as Performance Security for the fulfilment of this agreement.

Now, it is hereby agreed between the two parties as follows: -

- 1) The contractor has accepted the contract on the terms and conditions listed in the Tender Document No: - _____ which will hold good during the period of this agreement.
- 2) Upon breach by the contractor of any of the conditions mentioned anywhere in the Tender Document, the Government may issue a notice in writing, and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss caused by the failure of the contractor to fulfil the agreement as certified in writing by the Government whose certificate shall be the conclusive evidence of the amount of such compensation payable by the contractor to the Government.
- 3) The Service Provider has deposited with the Government a performance Security Deposit of Rs. _____ as security for compliance and performance in accordance with the contract. Upon the completion of the contract, the Performance Security Deposit shall after the expiry of _____ months from the date of signing this agreement will be returned to the Service Provider, without interest, and after deducting any sum due by the Service Provider to the Government under the terms and conditions of this agreement.
- 4) This agreement shall remain in force until _____ months after the expiry of the contract period.
- 5) Not-with-standing anything contained herein the tender and acceptance forms contained, the Government may cancel the contract at any time upon giving one month’s notice in writing without compensating the Service Provider in anyway whatsoever.

6) In consideration of the payments to be made by the Government to the Service Provider as mentioned in the Tender Document, the Service Provider hereby agree to provide to the Government the vehicle for field duty and to remedy shortcomings / deficiencies therein, if any, in conformity with the terms and conditions of the contract.

7) If any dispute or difference shall arise including this contract, the settlement of which is not herein before provided for the same shall be referred to the arbitration of the Surveyor General of India. Surveyor General of India may nominate, in writing, any officer to act as arbitrator and the decision of Surveyor General of India or officer nominated by him shall be final and binding on the parties to this contract.

8) In witness thereof the service provider _____ has set his hereto and Director, Bihar GDC, Survey Of India, Patna or his authorized representative has on behalf of the Government of India affixed his signature and seal thereto on the day and the year noted above.

Contractor:

Survey of India

1. Witness:

1. Witness:

2. Witness:

2. Witness:

Place: Patna

PERFORMANCE SECURITY FORM

To

The Director,
Bihar GDC,
Survey of India,
Patna-800025

WHEREAS..... (Name of Service Provider hereinafter called “the Service Provider” has undertaken Contract No. Dated 2018 to supply..... (Description of Services) hereinafter called the Contract. AND WHEREAS it has been stipulated by the Government in the said Contract that the Service Provider shall furnish to you a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in words & Figures) and we undertake to pay you, upon the Government’s written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limit of as aforesaid, without your requiring to prove or to show reasons for your demand or the sum specified therein. This guarantee is valid until the day of..... 2019.

Signature and Seal of Guarantors

Date:

Address: _____