# GEODETIC & RESEARCH BRANCH SURVEY OF INDIA

# DEHRADUN E-TENDER INVITING NOTICE FOR

# HIRING OF VEHICLES FOR FIELD DUTIES OF SURVEY OF INDIA

# [Tender No. 1889/16-H- Vehicle DATED 06/10/2021]

Director, Geodetic & Research Branch, Dehradun Invites online bids under two bid systems (Technical bid and Financial bid) from reputed firm/agency.

The details of e-Tender with complete terms and conditions are available on the CPP portal i.e. https://eprocure.gov.in/eprocure/app as well as on Survey of India website: www.surveyofindia.gov.in (for reference only) and may be read out carefully before applying the same. Bids received by offline mode are not acceptable.

DETAILS	DATE	TIME
Published Date	12/10/2021	17:00 Hrs
Document Download Start Date	12/10/2021	17:00 Hrs
Document Download End Date	03/11/2021	11:30hrs
Clarification Start Date	12/10/2021	17:00 Hrs
Clarification End Date	22/10/2021	17:00 Hrs
Bid Submission Start Date	23/10/2021	10:00Hrs
Bid Submission End Date	03/11/2021	11:30hrs
Opening Date (Technical Bid)	04/11/2021	15:30hrs

#### **Critical Date Sheet**

For any queries/clarification on content of Tender document, you may kindly contact, Geodetic & Research Branch, at phone Nos. 0135-2657112-15 or write to <u>grb.soi@gov.in</u>. However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to CPP portals 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005

#### 1. <u>SCOPE OF THE WORK & ELIGIBILITY CRITERIA FOR DRIVERS:</u>

- a) Vehicle will be required for movement of Survey of India officials with stores, instruments, luggage etc. required to carry out field survey work in the district of Uttar Pradesh Uttarakhand, Jharkhand, West Bengal, Bihar, Rajasthan, Telangana, Maharashtra, Karantaka, Goa, Gujrat, North Eastern States and adjoining areas as per requirement.
- 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 8<sup>th</sup> 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 Uttarakhand, Uttar Pradesh Uttarakhand, Jharkhand, West Bengal, Bihar, Rajasthan, Telangana, Maharashtra, Karantaka, Goa, Gujrat, North Eastern States and adjoining areas as per the requirement of G&RB.

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

Type of vehicles required with driver	Diesel driven Utility Vehicle only. Tata Xenon/ Mahindra Pick up/ Mahindra Bolero Camper or equivalent	
No. of vehicles required	Appx. 40 (Quantity may be reduced or increased subject to prevailing conditions/work load and availability of Budget)	
Year of Manufacture of vehicles	Not earlier than 2016	
Minimum Km run per month	3000 Km Per month per vehicle	
Condition of the vehicle	Vehicle offered for hire should be in good Condition	
Provision of Diesel, Oil & Lubricant	No additional payment towards Diesel, Oil, Lubricant or coolant will be made by purchaser if total run of vehicle is within Minimum monthly Km run, beyond which payment will be made as per tender terms	
Approximate period of hiring of Vehicles	12 months	
Availability of vehicle	Vehicle will be required at the time of actual field duty irrespective of day or night	
Area of field duty	Uttarakhand, Uttar Pradesh Uttarakhand, Jharkhand, West Bengal, Bihar, Rajasthan, Telangana, Maharashtra, Karantaka, Goa, Gujrat, North Eastern States and adjoining areas	
Period of contract	12 months	

*NB: Purchaser reserves the right to increase or decrease numbers of vehicles with driver by upto 25 percent at any time within the period/currency of contract.* 

# 3. <u>ELIGIBILITY CRITERIA (FOR THE AGENCY):</u>

- 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) The agency must have registered local office at Dehradun to ensure satisfactory fulfilment of contractual obligations. Documentary evidence to this regard to be submitted / uploaded in the CPP portal.
- e) The Bidder should have average annual turnover of INR 36,00,000/- during F.Y. 2018-19, 2019-20 and 2020-21 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant.
- f) Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than INR 12,00,000/-.
- (a) Bidder must have a fleet of at least 15 vehicles available with him as last date of bid submission. Tenderer has to submit copy of Registration Card of at least 15 vehicles, registered on Tenderer's name, as proof of availability of fleet of vehicle.
- g) The bidder must have at least three years experience (ending month of March prior to the bid opening) of providing similar type of services to Central/ State Government/ PSUs/ Nationalised Banks/ Reputed Organizations'. Services rendered with list of such Central/ State/ PSUs/ Nationalized Banks/ Reputed Organizations with duration of service shall be furnished. Xerox/Scanned copy of the services rendered to the organizations must be uploaded. . Startups and MSEs bidders must have at least one year experience of providing similar type of services to agencies as above.
- h) Bidder having good track record, manpower capacity and relevant experience as said above are only eligible to apply.

# 4. TERMS & CONDITIONS:-

- (i) The bid should be submitted online in two covers marked "Technical Bid" and "Financial Bid". The list of documents (scanned copy) to be uploaded in each cover is listed in respective page of the portal. Only one electronic bid is allowed to be submitted by a bidder.
- (ii) Bidder must note that the bid once submitted on CPP portal, can be altered only on CPP portal before last date of bid submission. CPP Portal will not allow any alteration after last date of bid submission. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For Bid modification and consequential re-submission, the Bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. Bidders can withdraw their bid any time before last date of bid submission, however once withdrawn bid cannot be submitted again. Any Bid or modifications to Bid (including discount) received outside the e- Procurement System for whatsoever reasons, shall not be considered.
- (iii) Bid should not have any scope of ambiguity, cutting or overwriting.
- (iv) Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive.
- (v) BID SECURITY DECLARATION: Considering the current scenario due to pandemic spread of COVID-19 virus, bidders are exempted from any type of submission of Earnest Money Deposit as bid security. Instead, bidders are required to mandatorily submit BID SECURITY DECLARATION FORM (attached as "Annexure H"). Non submission of BID SECURITY DECLARATION FORM along with the bid will result in rejection of their bid.

- (vi) 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.
- (vii) All drivers deployed shall have to undergo police verification and the verification report to this effect shall be submitted by the bidder to Survey of India for information/record.
- (viii) The contractor shall not sublet, transfer or assign the contract or any part thereof to any other party.
- (ix) 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.
- (x) The contractor will provide the required vehicles for a shorter period also, in case of any exigencies as per the requirement of this office.
- (xi) 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.
- (xii) The Service provider on its part and through its own resources shall ensure that the goods, materials and equipments 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.
- (xiii) The successful L-1 bidder will have to provide the vehicles within 15 working days at their own cost from the date of issue of Award of Contract/ signing of contract.
- (xiv) In case, if the L-1 bidder does not provide the vehicles within 15 working days, the Bid security deposited by him shall be forfeited without any communication.
- (xv) 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.
- (xvi) The contract will be awarded for a period of 12 months. The Competent Authority reserves right to reduce the contract period or to extend the contract after its completion. Extension would however be based on mutual consent and on the same rates, terms and conditions
- (xvii) Persons hired for the desired job will have no claim for Govt. job under any circumstances.
- (xviii) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 50% of total value.

- (xix) The Director, G&RB reserve the rights to cancel the e-tender without assigning any reason there on.
- 5. DOCUMENT TO BE UPLOADED ON THE PORTAL ARE AS UNDER:

# (ii) <u>TECHNICAL BID</u>

- (a) BID SECURITY DECLARATION FORM.
- (b) GST registration certificate.
- (c) Documentary evidence of REGISTERED OFFICE in Dehradun.
- (d) Tender Acceptance Letter Technical Part Annexure 'B'
- (e) Technical Bid Proforma Annexure 'A'
- (f) Undertaking for non-blacklisting firm and non-registration of criminal case.
- (g) Scanned copy of ITR for the last three financial years of the firm.
- (h) PAN/TAN number
- (i) Tenderer has to submit copy of Registration Card of at least 15 vehicles, registered on Tenderer's name, as proof of availability of fleet of vehicle.
- (j) Total monetary value of services performed for each of the last five years;
- (k) Copies of work orders and experience in services of a similar nature and size for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (l) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- (m) Audited financial statements for the last three years (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period);
- (n) Bank Account details;
- (o) Authority to seek references from the bidder's bankers;
- (p) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.
- (q) affidavit regarding correctness of information furnished with bid document
- (r) Written confirmation authorizing the signatory of the Bid to commit the Bid, such as power of attorney etc.

#### (iii) Financial Bid

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

Considering the current scenario due to pandemic spread of COVID-19 virus, bidders are exempted from submission of any hard copies of the uploaded documents.

# 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 G&RB, Survey of India, Dehradun, will not be responsible for any R.T.O. regulatory matters relating to registration of vehicles etc.
- 4. Hiring charges should include cost of Fuel, Lubricants, coolant, repairs, regular servicing, lubricants, road tax etc (for UP and Uttarakhand state only), pay and allowances of driver, food and lodging of driver etc.
- 5. Quantity given in Tender is indicative and Purchaser is not bound to deploy entire quantity of vehicle mentioned in Tender for entire contract period. Deployment of vehicle may be reduced or increased subject to prevailing conditions/work load and availability of Budget. No retention charges/payment/penalty will be paid by purchaser to contractor.
- 6. No additional payment other than Monthly rate, will be made if Total run of vehicle is equal to or less than 3000 Km in a calendar month. If vehicle is deployed for part of month, Minimum Total run will be computed on Pro rata basis.
- 7. If Total run exceeds Minimum monthly run i.e. 3000 Km or as calculated on pro rata basis when vehicle is not deployed for full month, than for each extra km payment will be made as per following formula

Per Extra Km rate= Total Monthly rate/(3000x2)

- 8. Inter-state road tax (except for UP and Uttarakhand), Toll Tax, Parking Charges, if any, will be borne by Purchaser. However procurement of Fast tag and its timely recharge will be responsibility of Contractor. Purchaser will reimburse monthly expenditure made by contractor to pay toll charges via fast tag on submission of valid proof and authentication of purchasers representative. Any penalty due to non valid or low balance fast tag or any other reason will not be reimbursed by purchaser.
- 9. Rates quoted by Tenderer should be valid for at least one year from date of award of tender.
- 10. 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.
- 11. 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 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.
- 12. 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.

- 13. Repairs to the vehicle/s to be carried out by the Tenderer immediately during the period of hire.
- 14. 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 G&RB, Dehradun 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.
- 15. 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, G&RB, Dehradun, 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. Non-pollution certificate and Fastag from concerned authority to be obtained before the movement of vehicle to area of field duty and it will be the responsibility of the Tenderer for obtaining subsequent pollution certificate and recharge of Fastag during contractual period of hiring.
- 21. 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.
- 22. In case the Tenderer wishes to withdraw any of the contracted vehicles, he should give prior notice of one month to Director, G&RB, Survey of India, Dehradun regarding the same.
- 23. The Director, G&RB, Survey of India, Dehradun-248001 reserves the right to reject any or all Tenders without assigning any reasons.
- 24. The service providers should have Registered local office at Dehradun to ensure satisfactory fulfillment of contractual obligations.
- 25. The successful tenderer has to sign an agreement at his own cost for a period of one year from the date of award of contract on a Non Judicial Stamp Paper of appropriate value. The agreement would be in between the Director, G&RB, Survey of India, 17E.C. Road, Dehradun and the successful tenderer/Agency. The Agreement proforma is attached as Annexure "F".
- 26. 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.
- 27. The Director G&RB may terminate the contract at any point of time with or without assigning any reason thereof by giving one month's notice. However, if services are not found satisfactory, Director G&RB may terminate the contract with immediate effect.
- 28. 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. In case of discontinuation, without prior notice or a notice less than 60 days prior to the intended date of discontinuation, the Director G&RB 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.

- 29. The Earnest Money deposit is not required to be submitted. However, bidder will be suspended for the period of minimum of two years from the date of debarment from being eligible to submit Bids/ Proposals for contracts with any office of Survey of India, if the bidder performs any of the actions as detailed below:-
  - (a) Withdrawal of offer during the validity period of the offer, or
  - (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.
- 30. 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.
- All notice, communications, reference and complaints made by the Agency concerning the work shall be in writing addressed to The Director, Geodetic & Research Branch Survey of India, 17-E.C. Road, Post Box No. 77, Dehradun only. Other modes are not recognized.
- 32. If COVID -19 test is mandatory for the driver during interstate movement of the vehicle or for any reason whatsoever, then it would be the sole responsibility of the bidder to get the COVID Test done of the driver at its own expense and submit the report whenever required.

# 7. FINANCIAL BID / SCHEDULE:-

The FINANCIAL bid shall be filled on-line as per proforma / BOQ - Bill of Quantity for each service and inclusive all charges in the excel sheet.

Sl. No.	Description	Approximate Requirement	Field of work	Period of Contract
1.	Utility vehicle	40	Uttarakhand, Uttar Pradesh Uttarakhand, Jharkhand, West Bengal, Bihar, Rajasthan, Telangana, Maharashtra, Karantaka, Goa, Gujrat, North Eastern States and adjoining areas	12 months

- (i) BID VALIDLITY: The Bid should remain valid for a period of 90 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.
- (iii) Hiring charges should include cost of Fuel, Lubricants, coolant, repairs, regular servicing, lubricants, road tax etc (for UP and Uttarakhand state only), pay and allowances of driver, food and lodging of driver etc. No additional payment other than Monthly rate, will be made if Total run of vehicle is equal to or less than 3000 Km in a calendar month. If vehicle is deployed for part of month, Minimum Total run will be computed on Pro rata basis.
- (iv) Inter-state road tax (except for UP and Uttarakhand), Toll Tax, Parking Charges, if any, will be borne by Purchaser.

#### 8. <u>PERFORMANCE SECURITY:</u>

- (i) The performance Security should be furnished by successful bidder for an amount of 3% 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 " The Establishment & Account Officer, Geodetic & Research Branch, Survey of India" payable at Dehradun 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) No additional payment other than Monthly rate, will be made if Total run of vehicle is equal to or less than 3000 Km in a calendar month. If vehicle is deployed for part of month, Minimum Total run will be computed on Pro rata basis for actual service (Man days).

(vi) If Total run exceeds Minimum monthly run i.e. 3000 Km or as calculated on pro rata basis when vehicle is not deployed for full month, than for each extra km, in additional to monthly charges/charges for actual service, payment will be made as per following formula

1. If Total run is within Minimum monthly run i.e. 3000 Km or as calculated on pro rata basis when vehicle is not deployed for full month

Total Payment for Month = Total Monthly rate x Number of actual service days / Number of days in calendar month

2. If Total run is more than Minimum monthly run i.e. 3000 Km or as calculated on pro rata basis when vehicle is not deployed for full month

Total Payment for Month = [Total Monthly rate x Number of actual service days / Number of days in calendar month] +[ Total no of Km in addition to monthly run i.e. 3000 Km or as calculated on pro rata basis x Total Monthly rate/(3000x2)]

(vii) Inter-state road tax (except for UP and Uttarakhand), Toll Tax, Parking Charges, if any, will be borne by Survey of India. However procurement of Fast tag and its timely recharge will be responsibility of Contractor. Purchaser will reimburse monthly expenditure made by contractor to pay toll charges via fast tag on submission of valid proof and authentication of purchasers representative. Any penalty due to non valid or low balance fast tag or any other reason will not be reimbursed by purchaser.

# 10. T<u>AXES</u>

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 uploaded.

# 11. <u>Compensation to the deployed staff/ driver</u>

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 for damages.

# 12. <u>The contract may be terminated on any of the following contingencies:-</u>

- a) On the expiry of the contract period ; OR
- 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) with a notice period of 30 days, without assigning any reason
  - 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 SOI.
- **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, Geodetic & Research Branch Dehradun. If the dispute persists and remains unresolved, it will refer to the sole arbitration Surveyor General of India, Dehradun, or any person appointed by him. The award of such arbitrator shall be final and binding on both the parties hereto.

# Annexure 'A'

	PROFORMA FOR TEC	HNICAL 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/uploaded)	
6.	Financial turnover of the bidding company/firm/agency for the last 3 financial years with supported documents (Copy of balance sheet, duly certified by Auditors/CAs to be attached)	
7.	GST Registration No. (Copy to be enclosed/uploaded)	
8.	RC no of vehicle available with Tenderer as on last date of bid submission	

Signature and Seal of the bidding firm/agency

#### T<u>ENDER ACCEPTANCELETTER</u> (To be given on Company Letter Head) (Enclose with Technical Bid)

Date.....

To,

The Director Geodetic & Research Branch Survey of India 17, E.C. Road, Dehradun-248 001

(Tender Ref no. S- 1889/ 16 H Vehicles DATED 06/10/2021)

I/We have downloaded the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely:..... as per your advertisement given in the above mentioned website(s), and in response, we offer to supply DIESEL DRIVEN UTILITY VEHICLES LIKE TATA XENON/ MAHINDRA PIKUP/ MAHINDRA BOLERO CAMPER OR EQUIVALENT ALONG WITH DRIVERS in accordance with the said tender document. The details of the vehicles offered is as follows:-

Type of Utility vehicle & Make	Nos.	Year of manufacture	Fuel Consumption in kmpl (Not less than 10 kmpl.)	Remarks, if any

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.0 to 22 (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/bid including the forfeiture of the full said earnest money deposit absolutely.

We undertake, if our tender offer is accepted, to enter into the contract and commence the services within 15 days calculated from the date of signing of the Contract Agreement/ award of contract.

Dated this	day of		2021.
Signature:			
(		)	

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

#### (Signature of Tenderer with seal)

Details of other organizations where such contracts undertaken during last three years (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

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 uploaded in cover marked as "TECHNICAL BID".

(Signature & Seal of the Agency)

# PERFORMA FOR FINANCIAL BID

Performa for Financial Bid has been uploaded separately in the given format in xls file on the portal. Bidders are supposed to download the xls file from the portal and upload the same after filling the relevant columns.

#### T<u>ENDER ACCEPTANCELETTER</u> (To be given on Company Letter Head) (Enclose with Financial Bid)

Date.....

To,

The Director, Geodetic & Research Branch 17 E. C. Road, Dehradun

# Sub: H I<u>RING OF VEHICLES FOR FIELD DUTIES OF SURVEY OF INDIA</u> - ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

(Tender Reference No: S-1889/16-H Vehicles DATED 06/10/2021)\_

Dear Sir,

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

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.0 to 22 (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.

I/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 3% of the Contract Value as performance security for due performance of the Contract.

I/We hereby agree to abide by this Tender offer for 90 days and the same shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

1 ddragg				
	Phone		Fax	No
Name of Bank	_			
Bank's AccountNo.		_		
IFSC Code		_		
MICR No.		-		
Income Tax Registratio	n No.			
GST Registration No.				
Signature of Authorized Sig Stamp of Firms	gnatory			

#### CONTRACT AGREEMENT

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

on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ Two Thousand Twenty one between \_\_\_\_\_\_\_ (hereinafter called the Service Provider or Contractor") on one part and the Director, G&RB, Dehradun (hereinafter referred to as the Government) on the other part.

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

- (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 fulfill 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 <u>3</u> 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, G&RB, Dehradun 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 : Dehradun

#### ANNEXURE – 'G'

#### PERFORMANCE SECURITY FORM

То

The Director. Geodetic & Research Branch, Survey of India, Dehradun

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

THEREFORE WE hereby affirm that we are Guarant	tors and responsible to you, on behalf of the Service
Provider, up to a total of	(Amount of the Guarantee in words of
Figures) and we undertake to pay you, upon the G	overnment's written demand declaring the Service
Provider to be in default under the contract and with	nout 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 s	specified therein. This guarantee is valid until the
day of	

Signature and Seal of Guarantors

Date:

Address:	

# **BID SECURING DECLARATION FORM**

Date:

Bid No.:

To,

The Director

G&RB, Survey of India,

17 E.C. Road, Dehradun.

We, the undersigned, declare that:

We, M/s.....(herein referred as bidder) understand that, according

to bid document, bids may be supported with a Bid Securing Declaration, therefore rather

than submitting the Earnest Money, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract

with any of office of the Survey of India, for the period of 2 years from the date of debarment, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

(a) If a Bidder withdraws the proposal or increases the quoted prices after opening of

the Proposal and during the period of Bid validity period or its extended period, if any.

(b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in

accordance with the terms and conditions (including timelines for execution of the

Agreement) of this Bid Document or fails to furnish the Performance Bank Guarantee in

accordance with the terms and conditions (including time lines for furnishing PBG) of this Bid

Document .

(c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

(d) if the Purchaser comes to a conclusion that bidder (including members of Joint

Venture/ Sub-Contractor)/ contractor/ supplier/ consultant/ service-provider), directly or

through an agent, has violated Code of Integrity in competing for the contract

Bidder understand that this declaration shall expire if Bidder is not the successful

Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty

days after the validity of the Bid; whichever is earlier

(Signature)

Authorized Signatory

Name :			

Designation:
--------------

Place:			

Date:		

#### ANNEXURE –'I'

#### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <u>http://eprocure.gov.in</u>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

#### **REGISTRATION :**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <u>ht tps://eprocure.gov.in/eprocure/app</u> by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / NIC/ (n)Code / eMudhra / Capricon etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective, "My Tenders" folder.

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to Tender Inviting Office i.e. The Director, Geodetic and Research Branch, 17 E.C. Road, Dehradun 248001 (Uttarakhand) latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

BOQ provided with tender document (excel sheet) format to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in online excel format provided with this tender and no other format is acceptable.

Bidders are required to download the BOQ provided with tender document (excel sheet) file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename in the respective cover. If BOQ provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.

The serve time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is Number 0120-4200462, 0120-4001002, 0120-4001005