

STATE APPELLATE AUTHORITY,
5 C – D, NIYOJAN BHAWAN, PATNA-1
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Website : www.stateappellateauthority.in
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BID DOCUMENT

Tender for hiring of AC vehicles on monthly (25 days) basis and AC/ Non-AC vehicles on daily basis at State Appellate Authority.

(Visit us at www.stateappellateauthority.in)

Name of the tenderer _____

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SECTION I

STATE APPELLATE AUTHORITY,
5 C – D, NIYOJAN BHAWAN, PATNA-1

TENDER NOTICE

Sealed tenders are invited under two bid systems for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis at State Appellate Authority, Patna - 800001

Schedule		
S. No	Activity Description	Schedule
1	Tender No	SAA/Vehicle/.....
2	Download of Tender Document, 2019 to2019 Tender document can be downloaded from our website www.stateappellateauthority.in
3	Time and last date of depositing Tender / Bid	08.07.2019 up to 17:00 PM
5	Time and Date of Opening	09.07.2019 up to 15:00 PM
6	Minimum Validity of tender offer	90 days from the date of Opening of tender
7	Services to be offered	Hiring of AC vehicles on monthly basis (25 days) / Hiring of AC/ Non-AC vehicles on daily basis
8	Estimated cost of tender	Rs. 8,50,000/-
9	Amount of EMD to be	Rs. 17, 000/-
10	Duration of contract	One year from the date of award of contract. However, the same may be further extended on yearly basis on same terms & conditions, subject to satisfactory performance during the contract of the period and mutual understanding.

Secretary
State Appellate Authority, Patna

SECTION II

BID FORM

No.SAA/Vehicle/.....

Dated:2019

To

Secretary ,
State Appellate Authority,
5 C – D, Niyojan Bhawan, Patna-1

Dear Sir,

1. Having conditions of contract and services to be provided, including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications or the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in TENDER document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2019.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature

SECTION III

INSTRUCTIONS TO BIDDERS

1. Sealed tenders are invited under two bid system from the reputed transporters / agencies for the following at State Appellate Authority, Patna-1:
 - i. Hiring of AC vehicles on monthly(25 Days) basis.
 - ii. Hiring of AC/Non-AC vehicles on daily basis.
2. The firms fulfilling the following criteria, may deposit their bids super scribed as “HIRING OF AC VEHICLES ON MONTHLY BASIS AND AC/ NON-AC VEHICLES ON DAILY BASIS” and address it to **The Secretary, State Appellate Authority, Patna** so as to reach on or **before 08.07.2019 2019 till 17:00 PM**, or the tender may be dropped in Tender Box placed at 5th Floor – 5 C-D Niyojan Bhawan, Patna.
3. The technical/commercial tender in two separate sealed covers with technical bid marked Clearly as “Technical Bid” and financial proposal marked as “Financial Bid”.
4. State Appellate Authority, Patna will not be responsible for any delay or loss of document in transit due to any reason.
5. Tender should be submitted in the prescribed Tender Document downloaded from SAA website www.stateappellateauthority.in
6. Preference will be given to the firms / agencies residing 20 Kms from SAA Patna office.
7. **DUE DATE & TIME:** Tender document can be downloaded from Authority’s website. The sealed tenders should reach the office of the Secretary, SAA, Patna on or before the date as mentioned in the tender notice. The tenders received after due date and time or unsealed or incomplete or by postal delay or electronic mail will be summarily rejected.

The details of tender for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis at State Appellate Authority, Patna-1 is as given below.

Sl. No.	Tender details	Tender Fee
1.	Hiring of vehicles i. AC vehicles Sedan Model on monthly basis(i.e Zest, D'zire, Amaze, or equivalent) ii. AC/Non AC vehicles on daily basis(i.e Zest, D'zire, Amaze, or equivalent)	

TWO BID SYSTEM: The bid should be submitted in a sealed cover in two parts as under

- I. Technical Bid
 - II. Financial Bid
- I. **TECHNICAL BID:** Envelope should have subscribed "Technical Bid for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis" and it should contain the following.

EARNEST MONEY DEPOSIT

An Earnest Money Deposit of Rs. 17,000/- (Rs. seventeen thousand only) in the form of demand draft drawn in favor of Secretary, State Appellate Authority, Patna may be submitted, failing which their bids will not be considered valid. The Earnest Money Deposit shall be forfeited if the successful bidder withdraws his offer in due course. The amount will be refunded to unsuccessful bidder without any interest after completion of the tender process. The EMD should remain valid for a period of 45 days beyond the final tender validity period.

All details as mentioned in Section VI (Proforma for Technical Bid)

NOTE:

The Committee constituted by the Secretary will technically evaluate the contents as per Section VI. Those technically qualified will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.

Decision of the Secretary, SAA Patna on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.

FINANCIAL BID

The second envelope should have subscribed "Financial bid for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis" and it should contain the rates etc. as per Section VII Part-1 for AC vehicles on monthly basis, Part-2 (A) for AC vehicles on daily basis and Part-2 (B) for Non-AC vehicles on daily basis. Applicable taxes, if any, may be shown separately below and should not be included in the rates under any circumstances. The rates should be indicated clearly both in figures and in words. If there is variation between the rates in Figures and words, the lower rate will be taken for evaluation.

The rates quoted shall be fixed and valid for one year, irrespective of the increase in fuel rates, if any, occurring during the contract period. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle will be borne by the contractor.

The successful bidder will have to enter into an agreement for one year on Rs. 100 Non-Judicial Stamp paper.

General Terms & Conditions bidder should satisfy are as mentioned below:

1. The tenderer should have a registered established car rental / travel agency firm having sufficient number of latest models of vehicles for hiring. The vehicle provided should not be below than 2016 models.
2. All vehicles should be registered under tourist taxi permit and should be kept neat and clean, also should be in good and sound condition mechanically. Vehicle should report for duty with sufficient fuel for the day's duty (Say a Minimum 20 Ltrs.).
3. Punctuality will have to be ensured and log books shall be maintained by the drivers with the concerned officer for this purpose.
4. The accident risks for drivers and vehicles be covered by comprehensive insurance and SAA Patna shall not take any liability on this account.
5. Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of Secretary.
6. The rates for hiring would be applicable for maximum period of three years. Initially contract will be awarded for approved rates for one year and on satisfactory performance contract will be extended for further period.
7. The rates approved through the bid will be effective from the date of the approval of bid which can be extended on yearly basis at the discretion of Secretary SAA.
8. The contractor must also ensure that all the necessary documents (Registration certificate, Insurance papers, PUC certificate etc.) are available with the driver deployed for duty for the SAA.
9. TDS will be deducted as per the rates prevailing at the time of providing the service.
10. The driver provided by the contractor should fulfill the following conditions:
 - a. Should be in possession of valid commercial driving license issued by DTO for the class of vehicle he is driving.
 - b. Should wear uniform which should be properly washed and ironed.
 - c. Should not smoke; chew Pan / Pan masala /Tobacco inside the car both while driving and otherwise.
 - d. Should not indulge in any activity inimical to security of the officers traveling in his car.
 - g. Should be in possession of Mobile phone with valid connection.
11. The names of addresses of the drivers should also be furnished beforehand to the SAA Patna.
12. Submission of bills and payments:
 - (a) The payment will be made on monthly basis on submission of bills duly supported by duty slip/log sheet duly signed by concerned officer.
 - (b) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
 - (c) The contractor should submit details of his Bank Account for making payments through PFMS.
 - (d) No night charges will be payable for Local or outstation duties.

13. The tender process or contract can be terminated at any time without any notice as the discretion of the SAA.
14. The Secretary, SAA Patna reserves the right to reject tender without assigning any reason whatsoever may be.
15. The vehicle should be with standard seats, which should be agreed with seating capacity as the RC book and other relevant documents.
16. All expenditure in connection with Petrol/ Diesel/ CNG, Pollution check, maintenance of vehicle, road taxes, insurance and any other incidental expenditure shall be borne by the service provider.
17. The vehicle must be made available at any given time and day as desired by this office.
18. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle & driver immediately so that there shall be no loss of time.
19. The firm should have valid GST/ PAN Numbers.
20. Toll fees and parking charges shall be reimbursed by this office against the production of proper bills.

The rates once quoted should not be altered for any reasons.

21. Right to vary quantities: SAA reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of (rounded to next whole number) services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions. Decision of Secretary SAA shall be final on this regard.
22. Period of validity of bids
 - (i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by SAA as non-responsive.
 - (ii) A bidder accepting the request of SAA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION –IV

**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM STATE APPELLATE AUTHORITY,
PATNA WEBSITE.**

In case the tender document is downloaded from the website a declaration in the following Performa has to be furnished.

"I..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.Stateappellateauthority.in and no additional/deletion/ correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No..... Dated.....for Rs..... towards the earnest money along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, SAA Patna shall have the absolute right to take any action as deemed fit/without any prior intimation.

**SIGNATURE OF THE
BIDDER WITH SEAL**

SECTION V

SERVICES TO BE PROVIDED

1. Service Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in Bihar State. Vehicles upkeep shall be in good condition along with neat and clean seat covers all the time while on duty.
2. Period of Under normal circumstances the contract shall be valid for a period of Contract one-year from the date of issue of work order. However, contract may be extended for further period up to one year on the same rate, terms and conditions if the service is found satisfactory.
3. Quantity Estimated number of vehicles to be hired on monthly basis is two, however it should be clearly noted that SAA Patna shall place the order only as per the actual requirement from time to time. Vehicles may be hired on daily basis also as per requirement.
4. Duty hrs. 10 hours per day on all days of month except Sunday.
5. Notice I) For regular requirements one day in advance.
Period II) Telephonic intimation shall be considered as notice.
6. Counting of Distance shall be counted from garage to garage. But chargeable distance Distance in this respect shall be actual distance or 10 km each way, whichever is less.
7. Accuracy of The meter reading should tally the actual distance of run at any instant Meters and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
8. Penalties I) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non- availability of suitable vehicle, a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed.
II) In case of non-availability of vehicles penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
III) In case of non-availability of vehicles during extra hrs. Penalty of Rs. 200/- per occasion shall be imposed
9. Special I) Intending bidder must have a telephone/Mobile phone where Requirements requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
II) No vehicle should be supplied having registration in the Name of employee of SAA staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
III) Payment of any Govt. tax or duty for plying the vehicles in Bihar State will be liability of contractor. However, Service Tax/ GST shall be paid extra as per actual.

Signature of bidder with seal.

General (Commercial) Conditions of Contract

1. PERFORMANCE SECURITY

- 1.1 The successful bidder shall deposit an amount equal to 10% of the approved tender cost i.e monthly basis within 2 weeks of conveying SAA's intention for accepting the bid as Performance Security.
- 1.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section XII of the bid document or DD/Banker's Cheque drawn in favour Secretary, SAA, Patna.
- 1.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2. EXECUTION TIME LIMIT

- 2.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

3. TERMINATION OF CONTRACT

- 3.1 SAA Patna may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
 - (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by SAA Patna.
 - (b) If the contractor fails to perform any other obligation (s) under the contract.

4. TERMINATION FOR INSOLVENCY

SAA Patna may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

SECTION VI
TECHNICAL BID

Documents required to be submitted for bidder's eligibility and qualification

Sl.No.	Description of the company/firm	Proof requires Yes / No	Page No.
1	Name of Agency		
2	Name of the concern: (i.e. Sole- Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)		
3	Full Address of Reg. Office Telephone No: FAX No.: E-mail Address:		
4	Full Address of Operating/Branch Office, Patna Telephone No: FAX No.: E-mail Address:		
5	Bankers certificate of account maintenance for the last two years) Telephone number of Banker		
6	Registration No. of the Agency/ Firm		
7	Photocopy of PAN Card		
8	GST No.		
9	Service Tax paid during financial year 2015-16, 2016-17 & 2017-18.		
10	Financial turn over and IT Returns of the Agency for financial year 2015-16, 2016-17 & 2017-18		
11	Details of major contracts handled in the last two years.		
12	Certificate of satisfactory performance from the organization to whom the service was provided.		
13	Certificate — Not blacklisted etc		

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION VII
Schedule of hiring charges

FINANCIAL BID
Part-1

I. AC Vehicles - Monthly basis (Local Journey)

Sl.No.	Description	Type of Vehicle (Zest/D'zire/ Amaze or equivalent etc.)
1	Rate for 1500 kms / for 250 hrs per month.	
2	Rates per additional hour beyond 250 hours	
3	Rates per additional kilometers beyond 1500 kms	

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax extra as applicable.
3. Award of the contract will be given for either of the vehicles

Signature of authorized person

Date:

Name:

Place:

Seal

FINANCIAL BID

Part-2 (A)

AC Vehicles – Daily basis (Local Journey)

Sl.no.	Type of Vehicle	For 4 hrs. & 40 kms.	For extra per km	for extra per hour	For 8 hrs & 80 kms	For extra per km	for extra per hour	For `10 hrs & 100 kms	For extra per Km	For extra per hour	
1	Zest/Amaze/D'Zire etc or equivalent										

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax / GST extra as applicable and it should be mentioned clearly.

Signature of authorized person

Date:

Name:

Place:

Seal:

FINANCIAL BID

Part-2 (B)

Non-AC Vehicles – Daily basis (Local Journey)

Sl.no.	Type of Vehicle	For 4 hrs. & 40 kms.	For extra per km	for extra per hour	For 8 hrs & 80 kms	For extra per km	for extra per hour	For 10 hrs & 100 kms	For extra per Km	For extra per hour	
1	Zest/Amaze/D'Zire etc or equivalent										

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax / GST extra as applicable and it should be mentioned clearly.

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION VIII

EARNEST MONEY DEPOSIT PAYMENT PARTICULARS

Number of Demand Drafts enclosed:

Demand Draft particulars:

Sl. No.	D.D. No.	Date	Name of the Bank / Branch and Place	Amount
1				
2				
3				

I / We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Tenderer :

Phone No. & Mob. No.:

Email Address:

Website address (if any):

Date:

SECTION IX

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services in the following format may be enclosed:

Sl.No.	Details of client along with address, telephone and Fax numbers	No. of Vehicle	Duration of Contract	
			From	To

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION X
DECLARATION

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the tenderer :

Date:

Place:

SECTION XI

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2019 between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and

is registered under _____ and acting through its authorized official Sh. _____

_____, and STATE APPELLATE AUTHORITY, Patna. (Herein after called the SAA whose term includes its successors and assignees) whose registered office is situated at 5 C-D Niyojan Bhawan, Bailey Road, Patna 800 001 and acting through its authorized official Sh. _____. The Contractor will provide Commercial vehicles on hire basis at SAA, Patna for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Contractor" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2016-year model, on the rates accepted as described in schedule vide Section VII to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by SAA Patna.
2. The Contractor shall comply with all the terms and conditions of Tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of SAA indicated in Section-II shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the SAA, Patna and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to SAA not older than year 2016 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.

6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The SAA only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the SAA is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the SAA then the SAA will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.
7. Contractor will submit bills to the Management (MGT) Section of SAA on monthly basis for release of payment by SAA.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ SAA officials. On the basis of these duty slips, the bills shall be raised to SAA by the contractor.
9. If the Contractor fails to provide the vehicle to SAA and if the service is not found satisfactory enough, the SAA shall have the right to terminate the contract in whole or part as per clause 3 of Section VI of Tender Document.
10. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per Clause 8 (I) of Section V of Tender Document.
11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 8 (I) of Section V of Tender Document shall be imposed.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. SAA shall have no liability whatsoever.
13. The Tender Document SAA/....., which is annexed to this agreement, part and parcel of this Agreement and integral part of this agreement.
14. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. SAA will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
15. If for any reason the SAA is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the SAA regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the SAA against all such liability.
17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Secretary, SAA Patna. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Secretary, SAA Patna or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Secretary, SAA, Patna or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Secretary, SAA, Patna or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
19. If the Contractor institutes any legal proceedings against the SAA to enforce any of its rights under this agreement, it shall be in the legal jurisdiction of SAA where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed

For and on behalf of the SAA, Patna

Name (Caps):

Position :

Date :

Signed

For and on behalf of the SAA, Patna

Name (Caps):

Position:

Date :

In the presence of Wintnesses

1

2

In the presence of Wintnesses

1

2

SECTION XII

PERFORMANCE SECURITY BOND FORM

1. In consideration of STATE APPELLATE AUTHORITY, PATNA-1 (here in after called the SAA Patna) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs _____ on production of Bank Guarantee for Rs. _____ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, _____ (name of the Bank) _____ (herein after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay the SAA Patna an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the SAA Patna reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SAA Patna stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SAA Patna reason of breach by the said contractor's of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the SAA Patna in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the SAA Patna any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the SAA Patna, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till SAA Patna certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.
5. We (name of the bank) further agree with the SAA Patna that the SAA Patna shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the SAA Patna against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the SAA Patna or any indulgence by the SAA Patna to the said contractor(s) or by any such

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by SAA Patna.

Dated : _____

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.