



# **Bihar School Examination Board**

Sinha Library Road, Patna-800017

**NIT No. : PR-418 / 2019**

Sealed tenders are invited under two envelope system/two bid system from reputed & experienced Travel Agencies/ Tour Operators etc. having adequate and sufficient infrastructure with fleet of vehicles **For providing AC Vehicles along with drivers holding valid driving license for driving the assigned category of vehicles on a monthly basis and AC/Non-AC Vehicles on daily basis**, as per the decision of the BSEB.

## **Tender Schedule:**

<b>Sl.</b>	<b>Particulars</b>	<b>Date and Time</b>
1.	Sale of Tender document	From 05/10/2019 (11:00 AM) to 25/10/2019 (1:00 PM)
2.	Cost of Tender document	₹ 500/- (Five hundred) only
3.	Earnest Money	₹50,000/- (Fifty thousand) only
4.	Pre-Bid Meeting	14/10/2019 at 11.30 PM at BSEB, Sinha Library Road, Patna.
5.	Last date and time for submission of Tender Documents and Earnest Money	25/10/2019 at 2:00 PM
6.s	Date and time for opening of Part-1 i.e. Technical & Commercial Bid and Part-II i.e. Financial Bid.	25/10/2019 at 3.00 PM for Part-I and at 4:00 PM for Part-II.

- Tender documents can be obtained from the office of Bihar School Examination Board, Sinha Library Road, Patna by paying cost of Tender document of Rs. 500/- (Rs. five hundred) only through Demand Draft of Commercial Banks in favour of Secretary, Bihar School Examination Board payable at Patna. Tender documents can also download from BSEB website <http://biharboardonline.bihar.gov.in>. However, the cost of the tender document must be submitted with the Tender documents in the form of Demand draft along with the tender document.
- Tender must be accompanied with the cost of Tender document and Earnest Money in the form of Demand Draft issued by a Commercial Bank. No Cash and Cheque Payment will be accepted.
- The BSEB reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.

- For any further clarification, regarding the contents of the tender document, please contact the following officers during office hours from 10.30 AM to 05:00 PM:  
Nodal Officer (Tender)-+91 62999 23095
- All further, notifications/ amendments (if any), shall be posted on <http://biharboardonline.bihar.gov.in>. No separate communication shall be made to individual bidders.

**Secretary**  
Bihar School Examination Board



# **Bihar School Examination Board**

Sinha Library Road, Patna-800017

**NIT No. : PR -418 / 2019**

1. Sealed tenders are invited from reputed & experienced Travel Agencies/ Tour Operators etc. under two bid systems having adequate and sufficient infrastructure with at least 10 of vehicles of its own **for providing AC Vehicles along with drivers holding valid driving license for driving the assigned category of vehicles on a monthly basis and AC/Non-AC Vehicles on daily basis**

2. **Scope of Work**

- 2.1 The details of Vehicle along with drivers required on monthly basis and on daily basis are given below: -

Sl.	Monthly Basis/Daily Basis	Details of Vehicles
i	On monthly basis (only AC Vehicles). At present around 30 to 40 AC vehicles are required. But number may increase or decrease as per requirement.	Tata Indigo, Swift D'zire, Zest or similar types of vehicles. (Sedan Category) After 2016 make.
ii	On daily basis (AC/Non-AC vehicles). Even 30-40 or more vehicles would be required at a time on short notice (even two hours) for deputing to the various districts and places.	Tata Indigo, Zest, Swift D'zire (Sedan Category), Tata Sumo, Bolero, Scorpio, Xylo, Innova, Pickup Van or similar types of vehicles. (SUV category) After 2016 make

- 2.2 The vehicles provided should not be more than 3 (three) years old. The vehicle must necessarily be commercially registered. The successful bidders would submit the self-attested copy of the vehicle documents within their technical bid.
- 2.3 The vehicles should be in good and sound condition mechanically. The vehicle should be kept neat and clean and clean towels on all the seats should be provided.
- 2.4 The contract for providing vehicles would be applicable for one year. However, after satisfactory performance the same will be extended for further period with mutual consent.
- 2.5 Punctuality will have to be ensured and logbook shall be maintained by the drivers for the purpose of monthly billing by the agency.
- 2.6 The accident risks for drivers and vehicles will have to be covered by comprehensive insurance and Bihar School Examination Board shall not take any liability on this account.
- 2.7 Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of the concerned officer of Bihar School Examination Board.
- 2.8 The rates quoted shall be exclusive of GST and other charges.

- 2.9 Drivers and helpers' overtime, repairs and maintenance etc. will be borne by successful bidders.
- 2.10 Fuel (petrol or diesel) on actual basis as per pre-defined fixed limit will be provided by Bihar School Examination Board.
- 2.11 Parking charges and toll tax will not be borne by Bihar School Examination Board.
- 2.12 Vehicle on monthly basis should be provided within one day. However, vehicle on daily basis should be provided immediately i.e. even within two hours of written or verbal notice by Bihar School Examination Board.

### 3. Eligibility Criteria

S. No.	Eligibility Criteria for Individual Firms	Supporting Document
i	The Bidder should be Registered Company under Companies act 1956/2013/Partnership Firm /Proprietorship Firm/ trust/ society and should have been in operation for a period of at least 3 years as on 31 <sup>st</sup> March, 2019. <b>Consortium is not allowed.</b>	For Company-Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013. For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932 For Society/Trust – Certificate issued under society registration act 1860/ Indian Trust Act 1882 For Proprietorship firm- Certificate issued under shop & Establishment act
ii	The Bidder must have Total Turnover Rs. <b>75 (Seventy-Five) Lakh</b> , in the last three years out of four years FY 15-16, FY 16-17, FY 17-18, FY 18-19 as evidenced by the audited accounts of the agency. Copy of the audited profit & loss a/c.	Audited Balance sheet and e) <b>Statement of Profit &amp; Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act),</b>  <b>or</b> a) <b>Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act)</b>  Or c) Profit and loss account, Income tax return. (if the bidder is proprietorship firm)
iii	The bidder should have experience of providing vehicles, as per the specifications mentioned in this tender document, during each year in the last three years for a	Copy of work order and experience certificate from the contracting agency (Central or state Government /Semi-Government/Public Sector Units (PSU)). The certificate should clearly mention the nature of work.

	minimum period of three continuous months every year to Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.	
iv	Bidder will provide self-attested copies of agency/firm (i) PAN card of the agency (ii) Income Tax Return (ITR) of last three assessment years (AY 2015-16, 2016-17 and 2017-18). (iii) GST Registration Certificate	Self-attested copies of: ▪ PAN card ▪ GSTIN certificate ▪ Copy of Income Tax Return (ITR) filled by bidder in three assessment years (AY 2015-16, 2016-17 and 2017-18).
v	The bidder must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the last 3 years from the last date of submission of bids.	Affidavit sworn before Executive Magistrate as per <b>Annexure 1</b> .

#### 4. EARNEST MONEY DEPOSIT (EMD)

- 4.1 The tender shall be accompanied by Earnest Money Deposit (EMD) of 50,000/- (Rs. Fifty thousand only) in the shape of Demand Draft (DD) from Commercial Bank in favour of Bihar School Examination Board payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 4.2 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.
- 4.3 The EMD/ Bid Security shall be forfeited by the BSEB hereunder or otherwise, under the following conditions:  
If a Bidder submits a non-responsive Bid  
If a Bidder engages in a corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice

- 4.4 If a Bidder withdraws its bid during the period of bid validity as specified in this tender and as extended by the BSEB from time to time.
- 4.5 In the case of Selected Bidder, if it fails within the specified time limit:
- i. to sign the contract and/or
  - ii. to furnish the Performance Security (PS) within the period prescribed therefore in the contract.
- 4.6 In case the Selected bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security

## **5. Cost of Tender document**

The cost of Tender documents is Rs.500/- (Rs. five hundred) only (Non – refundable). Tender documents can be obtained from the office of Bihar School Examination Board, Sinha Library Road, Patna by paying cost of Rs.500/- (Rs. five hundred) only through Cash/ Demand Draft of Commercial **Banks** in favour of Secretary, Bihar School Examination Board payable at Patna. Tender documents can also be downloaded from BSEB website <http://biharboardonline.bihar.gov.in>. However, receipt of the cost of Tender document must be submitted with the Tender documents.

## **6. Submission of Bid Documents**

The Bid submitted by the Bidder shall be in two separate parts: -

Part -I: Technical & Commercial Bid (in the enclosed format)

Part-II: Financial Bid (in the enclosed format).

Bidders should submit all documents/ Papers/ Letters/ Enclosures duly signed by them.

## **7. Bid Opening**

Bihar School Examination Board will open the Bids received in the presence of Bidders or their representatives as per time, date and place specified in the Bidding Schedule. In the event of the specified date for the submission of Bids being declared a holiday for the Board, the Bids will be opened at the appointed time and location on the next working day.

## **8. Period of validity of bids**

The bid shall remain valid for 90 days after the date of opening of bids.

## **9. Rates**

The bidder has to quote for hiring of all the vehicles as mentioned in the scope of work. If any bidder fails to quote rate for even one vehicle in the scope of work, their bid shall be treated as non-responsive and summarily rejected. Bidders should enclose prescribed format for Part-II i.e. Financial Bid in figure and words.

## **10. Taxes**

- 10.1 TDS, GST will be deducted as per prevalent rates announced by the Competent Authority from time to time.

10.2 The rate/s quoted by the bidder/agency shall remain firm and will not be subject to escalation of any description during the execution of the contract. The rate/s offered by the bidder/agency shall be exclusive of Goods & Service Tax (GST) (Central and State). The rate/s offered by agency/bidder shall be inclusive of all manpower, ESIC/PF Employer & Employee contribution, vehicle repair & maintenance, registration, insurance and all kind of state and national Rate, taxes & Duties applicable on bidder related to running & maintenance of vehicle on hire and no other charges will be payable to bidder/agency by BSEB. There will be no change in the price in respect to change in the labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.

## **11. PENALTIES**

11.1 In case of break down, vehicle has to be replaced by another vehicle immediately. In case of non-availability of suitable vehicle, a penalty up to Rs.200/- per vehicle may be imposed. If the no. of break down exceeds three times in a month, a penalty of Rs.300/- per vehicle per break down shall be imposed.

11.2 In case of non-availability of vehicles penalty of Rs.500/- per vehicle per day shall be imposed.

11.3 In case of non-availability of vehicle exceeding two days, the vehicle will be hired from outside. Then after penalty of Rs.500/- per instance and the difference will be recovered from the successful bidders both.

11.4 In case of Vehicle found with damaged Milo Meter penalty of Rs.1000/- per instance, along with replacement of vehicle and driver.

11.5 In case of failure in providing vehicles on time penalty of RS. 250/- per hour of delay.

11.6 In case of Misbehaviour of the driver penalty of Rs.1000/- for 1<sup>st</sup> instance, 2<sup>nd</sup> instance concerned driver.

## **12. PAYMENTS**

12.1 The Bihar School Examination Board (BSEB), Government of Bihar (GoB) will pay the agency on monthly basis to the agency, against the invoices (as prescribed under GST Act 2017) raised by the agency, as per the rates quoted in the tender for each of the vehicles and the requirement type (local/outstation travel & daily/monthly use).

12.2 The service provider will raise its invoices (as prescribed under GST Act 2017) on completion of services during the month and the invoices must be submitted to Bihar School Examination Board (BSEB), till 7<sup>th</sup> day of the next month, along-with supporting documents (Duty slip(s), monthly GST Return & Challan etc.). The payment will be subject to TDS under Income Tax Act/Rules/GST Act/Rules (if applicable) and other statutory deductions as per applicable laws. (Applicable only for vehicle hired on Monthly basis).

12.3 The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice as prescribed under GST Act 2017.

12.4 The payments will be made through R.T.G.S to agency.

**12.5** The rates/prices, quoted by the bidder/agency in the financial bid, as per Annexure 6, shall remain same for the entire duration of the contract.

### **13. SIGNING OF THE CONTRACT**

The contract document/Agreement should be executed within 7 days of the issue of the Letter of Award (LoA). Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD

### **14. PERFORMANCE SECURITY**

**14.1** The successful bidder shall have to furnish a performance security in the shape of a Demand draft/Bank Guarantee issued by a Commercial bank in favour of BSEB, for an amount of Rs 2,00,000/- (Rupee Two Lakhs Only). The Bank guarantee shall remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all the contractual obligations including warranty.

**14.2** The performance security should be submitted before executing the contract/signing of the contract document positively.

**14.3** If the agency/bidder violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency will be blacklisted for a reasonable period as decided by BSEB.

### **15. Forfeiture of Performance Security**

Performance Security will be forfeited in the following cases: -

- (i) If a successful Bidder has been found incapable of executing the assigned job as per Agreement.
- (ii) If successful Bidder does not accept his quoted rates and refused to execute the job.
- (iii) In case of successful Bidders fails to sign the Agreement.
- (iv) In case of fraudulent and corrupt practices.

### **16. Evaluation**

**16.1 Part -I: Technical Bid** shall be opened first and if the cost of Tender Documents and Earnest Money are not deposited/ submitted or incomplete/ non-qualifying the Technical aspect, the remaining Financial Bid documents will not be opened, and the Bid will be rejected and the Bidder will be responsible for the same.

**16.2** The evaluation of Technical Bid will commence after its opening and evaluation will be made on the basis of cost of Bid documents and Earnest Money as well as submission/ information as required in the various clauses and mentioned in Part 1 of the Bid. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bid of only those Bidders, who qualify in the evaluation of the Technical & Commercial Bid will be considered.

**16.3** Bidders or their duly authorized representative(s), whose Technical & Commercial Bids are found responsive may attend the meeting of opening of Financial Bids.



16.4 At the time of opening of 'Financial Bids', the names of the Bidders, whose Technical & Commercial Bids found responsive, will be announced and the financial bids of only those Bidders will be opened. The responsive Bidders names, the Bid prices and such other details as the Board may consider appropriate will be announced by the Board at the time of opening of Financial Bid.

**17. Allotment Criteria**

17.1 The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest(L1) minimum cost for hiring per vehicle for monthly booking(excluding GST)as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for the supply of the particular vehicle and requirement type(local/outstation travel & daily/monthly use), under the "**Tender Notice for selection of agency(s) for hiring of vehicles**". The selected agency(s) or bidder(s) will need to sign a contract with BSEB.

17.2 The rates quoted are in figures as well as in words. It is made clear that L1 shall be declared on the basis of rates quoted for each item. However, any agency who is L1, on the basis of monthly booking, can be given work for local and outstation booking at the L1 rate decided through this tender. But any agency which is L1 for local and outstation booking, will not be given work for monthly booking on L1 rate, unless the agency selected for monthly booking fails to provide the vehicle as per the need of BSEB.

17.3 For monthly booking, L1 will be decided only on the basis of the rate quoted against monthly booking. The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from NIT, with the Bihar School Examination Board (BSEB) within 21 days from the day of issue of the Letter of Intent (LoI).

17.4 In case, the L1 bidder denies/fails to honour the contract/Letter of Award, the BSEB shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the BSEB, to hire vehicle as per requirement type (local/outstation travel & daily/monthly use) at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.

17.5. Also, in case L1 fails to provide vehicles within timeframe as specified by the BSEB, the BSEB shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate for the vehicle as per requirement type (local/outstation travel & daily/monthly use). For this purpose, a panel of L2, L3, L4 bidders will be created.

**18. Letter of Award**

Bihar School Examination Board, Patna (BSEB), shall consider placement of Letter of Award to those bidders whose offers are found Technical & Commercially as well as Financial Bid acceptable/ suitable. Bidders shall give their acceptance along with Performance Security within 7 (Seven) days of issue of Letter of Award.

**19. Period of Engagement**

The engagement of the successful Bidders will be from the date of issue of Letter of Award and would be valid for a period of 12 months. However, after satisfactory performance the same will be extended for further period on mutual consent.

**20. Signing of Contract and depositing of Performance Security**

Successful Bidders have to execute an Agreement with the Secretary, Bihar School Examination Board within 7 (Seven) days of issue of Letter of Award after depositing the Performance Security in accordance with the Clause stipulated in Para 13 above.

**21. Termination of Contract**

21.1 The agency fails to provide the vehicles on time.

- (b) The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which may otherwise make the bid liable for rejection.
- (c) The price offered by the bidder/agency shall be valid for the entire contract/ extended period.
- (d) The BSEB will place the orders for rate contracted vehicles based on the requirement of the office.
- (e) All terms & conditions stipulated in the Tender document are forming part of this agreement.

21.2 The vehicle provided by the bidder/agency should:

- (a) Have Nationalized license issued from competent authority.
- (b) Nationalized Taxi Cab Registration Numbers.
- (c) In good working condition, preferably not more than 3 years old.
- (d) Fully functional air-conditioning system.
- (e) State and national permit as applicable.
- (f) Vehicles in good working condition without any scratches/dents/noise etc.
- (g) Seats of all the vehicles should have clean seat covers.
- (h) Should be insured (3<sup>rd</sup> party insurance cover) and continue to be insured during the period of the contract.
- (i) Road tax paid by the agency.
- (j) Conform to all transport Acts and pollution norms [Pollution Under Control (PUC)] prescribed by the state of centre, by the Transport department from time to time.
- (k) Milo meter should be sealed.

**21.3** The agency shall provide driver(s) who should be:

- (a) Between the age group 21 – 55 years old and of good mental and physical health condition.

- (b) Possessing valid driving license for Light Motor Vehicle (LMV) or the case may be for other categories of vehicles required by BSEB.
- (c) Should wear clean uniform having name badge at all the time.
- (d) Have workable mobile phone.
- (e) Should be well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.

## **22. Other Conditions**

- 22.1** The drivers shall be ready to travel & stay outstation at any time, as per the demand of the BSEB.
- 22.2** The agency/bidder shall be solely responsible for payment of Nationalized & road taxes or any other rate, duties and taxes, including insurance and conform to and get the vehicle(s) tested and evaluated as per the norms issued by the transport department from time to time, such that all the vehicle(s) remain in service during the tenure of the contract, and will be required to submit proof of such, to BSEB.
- 22.3** In case, the driver of the vehicle is on leave or absent, the agency will provide a replacement driver without any delay.
- 22.4** If any appointed driver by the agency/bidder is not found fit for the work, the BSEB, shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.
- 22.5** The vehicles and drivers provided by the bidder shall work under the overall supervision of BSEB. The vehicle and driver shall remain available at all the time as per duty roster and shall not leave place of duty without prior permission of the concerned officer, as appointed by the BSEB.
- 22.6** The Bidder shall provide vehicles as per requirement of the BSEB and as and when required at a short notice (including early in the morning and late in the evening). The starting point of any vehicles provided shall be garage to garage (maximum of 10 kilo meters per day).
- 22.7** In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which BSEB has the right to hire vehicle from any other sources at the expense of the Bidder.
- 22.8** The bidder/agency will be paid Rs.200/- per day per vehicle (for outstation travel) as a night halt charges.
- 22.9** The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
- 22.10** The Bidder shall indemnify the BSEB against all other damages/charges and expenses for which BSEB may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The BSEB shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Bidder during the course of performing duties.

**22.11** Operation and function of the vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Act/Rules or any other Government Motor Vehicles Act/ Rules and these shall be the responsibility of the Bidder.

**23. Board's right to accept or reject any Bid or all the Bids**

The Board reserves the right to accept or reject any Bid and to annul the whole Bidding process and may reject all Bids at any time prior to allotment of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

**24. Blacklisting and Conviction from any Court of Law**

Bidders should not be blacklisted / debarred by any Board/ University/ State/ Central Government/ Undertakings or any Organizations till the time of bid submission (attach self-certified letter).

**25. Any point not covered under the Terms & Conditions of the Tender**

For any point not covered under the provisions of the Tender, Secretary Bihar School Examination Board shall be the final competent authority, whose orders in this regard shall be final and binding upon the Bidders.

**26. Jurisdiction**

In case of any dispute, Jurisdiction for filing any suit shall be the Court at Patna.

**27. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist.

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## Bihar School Examination Board

Tender No. : PR – 418/ 2019

### Part-I : Technical Bid

Sl	Particulars				Enclosure
1	Name of Travel Agencies/ Tour Operators/ Agencies, etc.				
2	Year of Establishment				
3	Address				
4	Type of Company/ Prop./ Partners/ private limited.				
5	Compliance of relevant provision Motor Vehicle Act. 1988, M.V. Rules, 1994 and other relevant Rules and provision related to such class of Motor Vehicles.				
6	Phone with STD code				
7	Mobile No.				
8	e-mail Id				
9	PAN No				Attachment
10	For NEFT/ RTGS: I. Name & Type of Bank A/c II. Name of Bank III. Name of Branch IV. IFSC Code				
11	Experience (minimum 2 years) for providing AC/Non-AC Vehicles on hiring basis to the Central/ State Govt./ Government Undertakings/ Society/ Organization.				(Copy of Work Order) Attachment
12	Vehicles provided should not be more than 3 (three) years old.				
13	Total Turnover Rs. 75 (Seventy-Five) Lakh, in the last three years out of four years FY 15-16, FY 16-17, FY 17-18, FY 18-19 alongwith Audited balance sheet of Profit & Loss account.	Year	Year	Year	Copy Attached
14	Blacklisted/ debarred/ Conviction from any Law of court.				Self-certified letter attached
15	GST No.				Copy attached
16	Total number of Vehicles presently available.				Copy attached

Certified that all the Terms and Conditions of this Tender are accepted by us.

Dated.....

**Signature of Travel Agency  
with seal**

# Bihar School Examination Board

Tender No. : PR – 418/ 2019

## Part-II: Financial Bid

SI	Particulars	Rates (Exclusive of GST)		Mileage in K.M. per litre	Haltage- charge of Patna
		in figures	in word		
[A]	<b>On Monthly Basis (AC Car)</b>				
	<b>(SEDAN CATEGORY)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Zest				
	(iv) Any other Similar Car (mention specific)				
[B]	<b>On Daily Basis (AC Car)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Tata Sumo				
	(iv) Bolero				
	(v) Scorpio				
	(vi) Xylo				
	(vii) Innova				
	(Viii) Zest				
	(ix) Any other Similar Car (mention specific).				
[C]	<b>On Daily Basis (Non-AC Car)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Tata Sumo				
	(iv) Bolero				
	(v) Scorpio				
	(vi) Xylo				
	(vii) Innova				
	(Viii) Zest				
	(ix) Pick up van				
	(x) Any other Similar Car (mention specific).				

The above rates are exclusive of GST another charges. Petrol, diesel, Parking Charge and Tall Tax will be borne by Bihar School Examination Board.

Dated.....

**Signature of Travel Agency  
with seal**

**FORMAT FOR AFFIDAVIT (AUTHORIZATION LETTER)**

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/ declared ineligible by Bihar School Examination Board or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project/s, in last 3 years from the date of submission of bids/tenders, as on the \_\_\_\_\_ (Date of Signing of Application).

And that No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.
- 5.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... day of....., 2019.

Dated this..... day of....., 2019

Name of the Applicant.....

Signature of the Authorized Person  
Name of the Authorized Person.....

**CHECKLIST FOR SUBMISSION**

Sl.no	Documents to be submitted	Submission Status (Yes/No)	Page nos. in the bid
1.	EMD amount of INR 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft (DD) in favour of Bihar School Examination Board, payable at Patna		
2.	Proposal Forms <b>as per tender</b>		
3.	Copy of the Certificate of Incorporation issued by the Registrar of Companies or certificate issued by <b>appropriate authorities</b> as applicable for others (i.e., Partnership/ Proprietorship firm/society/Trust)		
4.	Audited Balance sheet and <b>Profit &amp; Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements</b> (if the bidder is registered under Companies Act),  <b>or</b> <b>Audited Balance sheet, Income and expenditure account, Receipts and Payments account and other related financial statements</b> (if the bidder is registered under Societies and Trusts Act)  <b>or</b> Audited Balance sheet and profit and loss account, Income tax return (if the bidder is proprietorship firm) of the last three financial years.		
	<b>FY 2015-16</b>		
	<b>FY 2016-17</b>		
	<b>FY 2017-18</b>		
	<b>FY 2018-19</b>		
5.	The bidder should have experience of providing vehicles, as per the specifications mentioned in this tender document, during each year in the last three years for a minimum period of three continuous months every year to Central or state Government/Semi-Government/Public Sector Units(PSU)/Government agency.		
6.	Copies of: PAN card, GST Registration & Copy of Income Tax Return (ITR), filed by bidder in last 3 Assessment Years: <b>2015-16, 2016-17 and 2017-18.</b>		
A	PAN card		
B	GST registration certificate		
C	<b>ITR of AY 2015-16</b>		
D	<b>ITR of AY 2016-17</b>		
E	<b>ITR of AY 2017-18</b>		
7.	Affidavit Sworn before notary stating that Agency/ Bidders is not blacklisted/banned/declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 3 years, from the last date of submission of bids/tender.		
8.	Power of Attorney(PoA) in favour of signatory of Tender Documents, as per the format mentioned		
9.	Others Documents (i) (ii)		

Place:

Date:

Signature of Authorized Signatory:

Seal with Designation:



AGREEMENT

THIS **Transportation Agreement** (hereinafter referred to as, “Agreement”) is made at this ..... day of ..... 2019.

**BETWEEN**

**Bihar School Examination Board**, a body established under Section 3 of the Bihar School Examination Board Act, 1952, having its office at Sinha Library Road, Patna-800017 (which expression shall repugnant to the context or meaning hereof include their successors, legal representatives, executors and assigns) hereinafter referred as "the BSEB" represented by, **Secretary, Bihar School Examination Board, Patna** duly authorized in this behalf, of the PART ONE.

AND

M/s \_\_\_\_\_ having its office at \_\_\_\_\_ (which expression shall mean include his representatives, successors and assigns) hereinafter referred to as “ the Transporter” or “Agency” represented by Mr. \_\_\_\_\_ duly authorized in this behalf, of the OTHER PART.

The **BSEB** and Transporter shall individually be referred to as "Party" and collectively as "Parties"

AND WHEREAS the BSEB requires a fleet of Taxi to transport BSEB officers from various places of the city of Patna to office and other places as required by the officers for office related work and other related services (hereinafter referred to as 'Services')

AND WHEREAS the Transporter is in the business of providing Taxi services for the same as and when required, on contract basis.

AND WHEREAS the Transporter agrees and undertakes to transport the BSEB's officers from its Office to different places in the city of Patna

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS UNDER:

**General Conditions:-**

1. The BSEB appoints the Transporter to transport its employees every day from different places in the city of Patna to office and other places as required by the officers for office work. The Transporter shall provide Taxi (referred to as "Vehicle(s)")

2. **TERM**

This Agreement shall come into effect from ..... and shall remain in force up to a period of .....(.....) months commencing from ..... to ..... unless it is terminated earlier in accordance with the provisions contained herein. On expiry of the aforesaid period, the Agreement shall stand automatically terminated, unless specifically renewed in writing for further period at the discretion of the BSEB

### **3. Scope of work**

**3.1** The details of Vehicle along with drivers required on monthly basis and on daily basis are given below: -

<b>Sl.</b>	<b>Monthly Basis/Daily Basis</b>	<b>Details of Vehicles</b>
i	On monthly basis (only AC Vehicles). At present around 30 to 40 AC vehicles are required. But number may increase or decrease as per requirement.	Tata Indigo, Swift D'zire, Zest or similar types of vehicles. (Sedan Category)
ii	On daily basis (AC/Non-AC vehicles). Even 30-40 or more vehicles would be required at a time on short notice (even two hours) for deputing to the various districts and places.	Tata Indigo, Swift D'zire, Tata Sumo, Bolero, Scorpio, Xylo, Zest, Innova, Pickup Van or similar types of vehicles. (SUV category)

- 3.2** The vehicles provided should not be more than 3 (three) years old. The successful bidders would submit the self-attested copy of the vehicle documents within One from issue of work order.
- 3.3** The vehicles should be in good and sound condition mechanically. The vehicle should be kept neat and clean and clean towels on all the seats should be provided.
- 3.4** The contract for providing vehicles would be applicable for one year. However, after satisfactory performance the same will be extended for further period with mutual consent.
- 3.5** Punctuality will have to be ensured and log book shall be maintained by the drivers for the purpose of monthly billing by the Agency.
- 3.6** The accident risks for drivers and vehicles will have to be covered by comprehensive insurance and Bihar School Examination Board shall not take any liability on this account.
- 3.7** Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of the concerned officer of Bihar School Examination Board.
- 3.8** The rates quoted shall be exclusive of GST and other charges.
- 3.9** Drivers and helpers' overtime, repairs and maintenance etc. will be borne by successful bidders.
- 3.10** Fuel (petrol or diesel) on actual basis as per pre-defined fixed limit will be provided by Bihar School Examination Board.
- 3.11** Parking charges and toll tax will not be borne by Bihar School Examination Board.
- 3.12** Vehicle on monthly basis should be provided within one day. However, vehicle on daily basis should be provided immediately i.e. even within two hours of written or verbal notice by Bihar School Examination Board.

#### 4. Rates

Sl	Particulars	Rates (Exclusive of GST)		Mileage in K.M. per litre	Haltage charge of Patna
		in figures	in word		
[A]	<b>On Monthly Basis (AC Car)</b>				
	<b>(SEDAN CATEGORY)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Zest				
	(iv) Any other Similar Car (mention specific)				
[B]	<b>On Daily Basis (AC Car)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Tata Sumo				
	(iv) Bolero				
	(v) Scorpio				
	(vi) Xylo				
	(vii) Innova				
	(Viii) Zest				
	(ix) Any other Similar Car (mention specific).				
[C]	<b>On Daily Basis (Non-AC Car)</b>				
	(i) Tata Indigo				
	(ii) Swift D'zire				
	(iii) Tata Sumo				
	(iv) Bolero				
	(v) Scorpio				
	(vi) Xylo				
	(vii) Innova				
	(Viii) Zest				
	(ix) Pick up van				
	(x) Any other Similar Car (mention specific).				

#### 5. Taxes

TDS, GST will be applicable as per prevalent rates announced by the Competent Authority from time to time.

#### 6. Payment

6.1 Payment will be made upon submission of monthly bills on 5<sup>th</sup> day of the following month to Deputy Secretary (Establishment) along with supporting documents ( Log Book), which shall be paid by the BSEB within fifteen days of the receipt of the same, subject to deduction of any claim of the BSEB against the Transporter under any provision of this Agreement. No advance payment will be made under any circumstances.

6.2 Bills shall be duly verified by the BSEB and in case of any discrepancies therein shall be brought to the Transporter's notice. The Transporter shall accordingly modify the bill and the BSEB will make the payments as per the modified bill.

- 6.3 Tax deduction at source ("T.D.S"), If applicable, will be deducted at source and a consolidated certificate for such deductions shall be given by the BSEB to the Transporter at the time of setting Transporter the final bill/financial year. GST will be deducted as per prevalent rates announced by the competent Authority from time to time. Further, if any other charges/taxes are introduced by any agency/government body during the validity of the Agreement, the same charge/taxes/expenses. It is further agreed between the Parties that if due to any other reason, whether in control, or beyond the control of Transporter, the price agreed escalates, than the rates agreed herein shall remain the same and no extra charges/taxes/expenses shall be paid by the BSEB to the Transporter.
- 6.4 Service Tax as applicable shall be paid by the BSEB on total billing. The Transporter undertakes to submit to the BSEB, the documentary proof showing the deposition of the Service Tax, from time to time. The Transporter shall indemnify and keep the BSEB harmless and indemnified against any claims, losses or damages in this regard including claims, losses or damages on account of any non-compliance of statutory provisions or rules or regulation in this regard.
- 6.5 The Transporter shall ensure that the Vehicles are available on the routes/stoppages as shall be communicated to the Transporter from time to time. The Transporter agree and confirm that the BSEB reserve their right to change route as per BSEB's requirement, in the event of such change, the Transporter shall ensure that the Vehicles are available for dropping/picking up BSEB's officers and undertake to render the services in terms of this Agreement.
- 6.6 The Transporter shall ensure that all the Vehicle should reach BSEB's officer's premises, except as instructed by the officer in advance, arrive at the officer's premises no later than 9.15 am on all days. If the Vehicle driver arrives at the officer's premises later than 9.15 am for more than 2 (two) days in a month, then a penalty of 1 (one) day rent for every 2 (two) day arriving late shall be charged to the Transporter.
- 6.7 The Transporter shall be paid only for the actual trips being made.
- 6.8 In case of any break down of the Vehicle on route or otherwise, the Transporter shall within 30 minutes provide alternate vehicle so that the BSEB officers does not have any inconvenience on any account whatsoever to reach the office on time/drop the respective employees to the point of pickup. If the transporter fail to provide Vehicle on any route or make arrangements on any day in case of break down or any account whatsoever, the BSEB shall have the right to transport the BSEB staff by taxi, as shall be available at that point of time at Transporter's costs / charges and expenses, which shall be deducted from the Transporters binding on the Transporter. If the Transporter fail to provide a Vehicle for two consecutive days or more than one Vehicle on any single day then the Transporter shall also be liable to pay liquidated damages equivalent to twice the charges payable per day per Vehicle.
- 6.9 The payments will be made through R.T.G.S to agency.

**6.10** It is specifically agreed upon between the parties that the rates mentioned herein above shall remain firm and fixed during the entire term of Agreement and there would no escalation on any account whatsoever.

**7. The Transporter shall further ensure:**

- i) that all the Vehicles are registered under the provisions of Motor Vehicle Act, 1988; M.V. Rules, 1994 and other relevant Rules and provision related to such class of Motor Vehicles for plying as taxi and must not be more than 3 years old.
- ii) that all the Vehicles should have a registered established Nationalized Vehicles Rental / Tour Operators/ Travel Agency Firm etc.
- iii) that it should have Total Turnover Rs. **75 (Seventy-Five) Lakh**, in the last three years out of four years FY 15-16, FY 16-17, FY 17-18, FY 18-19 as evidenced by the audited accounts of the agency
- iv) that it should have minimum two year past experience for providing AC/ Non-AC Vehicles on hiring basis to the Central/State Govt./Government Undertaking/ Society/ Organizations.
- v) that all the Vehicles should reach BSEB officer's premises all 7 (Seven) days in a week, as per the requirement of BSEB's officer's.
- vi) that all the Vehicles shall have (including but not limited to ) torch, medical kit, cease fire, umbrella and mobile phone.
- vii) that all the vehicles are cleaned every day and all the drivers are well dressed.
- viii) that all the Vehicles should have log books which will be maintained by the Driver deployed by the Transporter who will get the log book's signed from the BSEB's officers on day to day basis.
- ix) that the copies of the Registration Certificate, Valid Insurance Certificate, Taxation / Fitness Certificates, Pollution Certificates, etc. of all the Vehicles along with the copies of valid driving license of all drivers are submitted with the BSEB.
- x) that all drivers deployed by the Transporter are medically fit for the purpose of driving and must hold a valid driving license. The Transporter shall also ensure that drivers are courteous and well behaved.
- xi) the drivers will not cross the speed limit of 50 km per hour.
- xii) the police verification report of all the drivers of the Vehicles are submitted to the BSEB.
- xiii) In the event of strike or bandh / disturbances etc. Transporter shall continue to provide Taxies as per BSEB instruction.

**8. Penalty**

8.1 In case of break down, vehicle has to be replaced by another vehicle immediately. In case of non-availability of suitable vehicle, a penalty up to Rs.200/- per vehicle may be imposed. If the no. of break down exceeds three times in a month, a penalty of Rs.300/- per vehicle per break down shall be imposed.

- 8.2 In case of non-availability of vehicles penalty of Rs.500/- per vehicle per day shall be imposed.
- 8.3 In case of non-availability of vehicle exceeding two days, the vehicle will be hired from outside. Then after penalty of Rs.500/- per instance and the difference will be recovered from the successful bidders both.
- 8.4 In case of Vehicle found with damaged Milo Meter penalty of Rs.1000/- per instance, along with replacement of vehicle and driver.
- 8.5 In case of failure in providing vehicles on time penalty of RS. 250/- per hour of delay.
- 8.6 In case of Misbehaviour of the driver penalty of Rs.1000/- for 1st instance, 2<sup>nd</sup> instance concerned driver.

**9. Performance Security**

Successful Service Provider shall furnish Performance Security @ 10 % of the total value as per rate quoted by them in the form of Demand Draft of Commercial Banks or in shape of Bank Guarantee in favour of Secretary, Bihar School Examination Board payable at Patna within 7 (Seven) days of issue of Letter of Award.

Performance Security shall not bear any interest. Performance Security will be refunded within six months of the completion of Contract.

**10. Forfeiture of Performance Security**

Performance Security will be forfeited in the following cases: -

- (i) If a successful Service Provider has been found incapable of executing the assigned job as per Agreement.
- (ii) If successful Service Provider does not accept his quoted rates and refused to execute the job.
- (iii) In case of successful Service Provider fails to sign the Agreement.
- (iv) In case of fraudulent and corrupt practices.

**11. Period of Contract**

The engagement of the successful Service Provider will be from the date of issue of Letter of Award and would be valid for a period of 12 months. However, after satisfactory performance the same may be extended for further period on mutual consent.

**12. Termination of Contract**

**12.1 TERMINATION**

- (a) Board can terminate this Agreement, without assigning any reason, by giving one months notice in writing to Agency. Similarly, Agency can terminate this Agreement without assigning any reason, by giving three months advance notice in writing to Board.
- (b) In case of breach of any terms and conditions of this Agreement, including but not limited to non-satisfactory performance of the Services or change or for any other reasons, Board shall be free to terminate this Agreement immediately.

- (c) Without limiting the foregoing, either party may terminate this Agreement immediately if the other (i) ceases to do business in the normal course and/or (ii) becomes or is declared insolvent or bankrupt.

**12.2 The vehicle provided by the bidder/agency should:**

- (a) Have Nationalized license issued from competent authority.
- (b) Nationalized Taxi, Cab Registration Numbers.
- (c) In good working condition, preferably not more than 3 years old.
- (d) Fully functional air-conditioning system.
- (e) State and national permit as applicable.
- (f) Vehicles in good working condition without any scratches/dents/noise etc.
- (g) Seats of all the vehicles should have clean seat covers.
- (h) Should be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
- (i) Road tax paid by the agency.
- (j) Conform to all transport Acts and pollution norms [Pollution Under Control (PUC)] prescribed by the state of centre, by the Transport department from time to time.
- (k) Milo meter should be sealed.

**12.3 The agency shall provide driver(s) who should be:**

- (a) Between the age group 21 – 55 years old and of good mental and physical health condition.
- (b) Possessing valid driving license for Light Motor Vehicle (LMV) or the case may be for other categories of vehicles required by BSEB.
- (c) Should wear clean uniform having name badge at all the time.
- (d) Have workable mobile phone.
- (e) Should be well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.

**13. Any point not covered under the Terms & Conditions of the Tender**

For any point not covered under the provisions of the Tender, Secretary Bihar School Examination Board shall be the final competent authority, whose orders in this regard shall be final and binding upon the Service Provider.

**14. Jurisdiction**

In case of any dispute, Jurisdiction for filing any suit shall be the Court at Patna.

**15. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate

this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist.

16. The services to be performed by the Transporter hereunder are personal in nature, and BSEB has engaged Transporter as a result of Transporter's expertise relating to such services. Transporter, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the BSEB's prior written consent. Nothing in this Agreement shall prevent the assignment by the BSEB of this Agreement or any right, duty or obligation hereunder to any third party.
17. The Transporter shall ensure that complete confidentiality is maintained by its employees to the individual's information of BSEB's information about its business, assets, affairs and employees. The Transporter unconditionally agrees and undertake that it shall not and ensures that the Transporter employees shall not disclose or publish the existence or the terms or the conditions of this Agreement or of any information relating to BSEB's business which the Transporter's employees may come across in the normal course of performing their duties while on premises to any third party. The Transporter shall without prejudice to its obligations hereunder indemnify BSEB for any loss, damage or injury caused to BSEB from any such disclosure or publications.
18. The Vehicle should not carry outside passengers or any other unauthorized products/any materials along with BSEB employees and if such things are noticed no payment will be made for the particular trip.
19. Transporter's Personnel should not indulge or develop any quarrel or enter into unnecessary arguments with the BSEB personnel, in case of any dispute the same can be discussed with the BSEB (Deputy Secretary, Establishment) or their authorized representative for amicable settlement.
20. The Transporter shall be solely responsible for acquiring all requisite licenses/clearances from Government/Municipal/Judicial/Quasi-judicial bodies and other local authorities etc. as may be required for rendering the services.
21. The Transporter agrees and confirms that by issuing this Agreement, the BSEB is not guaranteeing any kind of fixed income or business to the Transporter.
22. This is a non-exclusive Agreement and it does not, in any manner, restrict the BSEB from appointing any other person(s)/agencies to do same/similar/identical work on such terms and conditions as the BSEB may deem fit.
23. This Agreement shall prevail over any other terms or conditions contained in your invoices/bills or any other document.
24. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
25. The Transporter hereby indemnifies the BSEB and shall keep the BSEB indemnified and harmless and the BSEB's officers, employees from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this Agreement or arising from any breach in relation to any such services as aforesaid or otherwise



arising from any act, commission, misrepresentation or omission on your part, whether willful or not.

26. All notices required to be served under this Agreement shall be in writing and sent by registered mail or by facsimile, to the other party hereto at the addresses provided in this Agreement or any later addresses, notice of which having been previously given by one party to the other. All such notices shall be effective upon actual receipt or it shall deem to have been received on the fifth day after the day of dispatch.
27. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
28. The BSEB's failure to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of the BSEB right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
29. This Agreement may only be modified in writing, by the mutual assent of the parties to this Agreement and signature of a duly authorized officer of each party hereto.
30. Any right or obligation which becomes absolute before termination/expiration of this Agreement for any reason, or which is by definition of a continuing nature, will survive such termination/expiration.
31. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous agreements and correspondence whether written or oral.
32. That all disputes and differences arising out of or in connection with this Agreement S(Dispute), or the subject matter, hereof, the decision of the Chairman, BSEB, Patna, shall be final and binding on both the Parties.
33. The BSEB shall have the right to change, omit or add clause or clauses as per the requirement before its execution.
34. All other terms and conditions stipulated in the tender document are forming part of this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN

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Signed for and on behalf of  
**SECOND PARTY**

Witness:

1.

2.

---

Signed for and on behalf of  
**FIRST PARTY**  
**Secretary,**  
**Bihar School Examination Board, Patna –**  
**800017**

Witness:

1.

2.