



NATIONAL JUTE BOARD

Ministry of Textiles, Govt. of India

3A & 3B, Park Plaza, 71, Park Street, Kolkata-700 016

Tel: 033-2249 3825 / 2217 2107 / 2226 3438, Fax: 033-2217 2456

E-mail: jute@njbindia.in Website: www.jute.com

BID No. : NIT 02/NJB/Car hiring/2016-17

Dated : 29th April, 2016

Tender for Car Hiring

For use in National Jute Board, Kolkata

Last Date of Submission: 15=00 Hrs. on 23rd May, 2016

Opening of Bid: 16=00 Hrs. on 23rd May, 2016

Pre Bid Meeting: 15=00 Hrs. on 9th May, 2016

National Jute Board (NJB) invites tenderers to submit sealed offer in a specific manners as mentioned below with superscription **“Tender for Providing Cars on Hire”** in one main Envelope putting inside Envelope No. 1 containing Technical Bid & Envelope No. 2 containing Financial Bid at the above mentioned address. This tender for car hiring is for NJB’s Kolkata Office only.

“NJB” shall mean National Jute Board with office at 3A & 3B, Park Plaza, 71, Park Street, Kolkata-700 016 in this tender document.

Check List for Bidders

Sl. No.	Documents	Yes/ No/ (N.A.)
1	Technical Bid (Annexure – I) to be submitted in separate sealed envelope. [Envelope No. 1]	
2	Financial Bid (Annexure – II) to be submitted in separate sealed envelope. [Envelope No. 2]	
3	EMD: DD No. Amt. Rs. 15,000/- Date	
4	Whether all the Pages are signed & properly tagged with all documents and envelopes properly sealed?	
5	Whether Bid form is filled up and signed?	
6	Whether attested copy of Registration of the firm is attached?	
7	Attested copy of Partnership Deed or Proprietorship Deed/ Memorandum of Association/ Articles of Association as applicable. If not applicable, the same should be indicated.	
8	Documents of ownership of vehicles.	
	Attested copy of latest Income Tax return.	
	Attested copy of PAN card	
9	Attested copy of Service Tax certificate, if applicable	
10	Declaration of Bidder that commercial vehicle of Model not older than 3 years will be supplied (Annexure – III).	
11	Declaration regarding no relative working in NJB on Rs. 100/- Stamp Paper (Annexure – VI).	
12	Declaration towards Non-tampering of tender document (Annexure – VII).	
13	Declaration on Rs. 100/- stamp paper about blacklist/non-blacklisted (Annexure – VIII).	
14	Letter of Authorization for attending tendering process, in original, if applicable.	

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should have own or have power of attorney for at least 4 (four) vehicles of required make (not older than 3 years) registered as commercial vehicle. The same vehicle (or later model) is to be provided in case the bid is successful. The bidder shall submit full details of the vehicle as per Annexure –I along with documentary proof.
- b) The bidder shall be registered for Service Tax (if applicable) & Income Tax.

2. Documents required to be submitted along with the bid

The bidder shall furnish the following documents along with the bid:

- a. Document showing ownership or have power of attorney of vehicles of required make (not older than 3 years) in commercial vehicle category.
- b. Declaration that firm shall be able to supply the vehicles in commercial vehicle category (not older than 3 years) (Annexure – I).
- c. Bid Security (EMD) of required amount in form of Demand Draft/Bank Guarantee.
- d. Valid Service TAX Registration Certificate.
- e. Latest Income TAX return along with copy of PAN card.
- f. **Documents regarding** registration of company under Companies Act/Firm registration/ Proprietorship/ Partnership Deed **as the case may be.**
- g. Certificate of Near Relative not working in NJB as per Annexure – VI. (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)
- h. Declaration of Non-tampering of Document (Annexure – VII).
- i. Declaration of non-Blacklisting (Annexure – VIII). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder).

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in any respect may result in rejection of the Bid. **All the pages of the tender document and certificates shall be duly signed by the bidder indicating page No. on each page and total page number.**

3. Packing Bid Documents:

- a) Tender should be submitted in **two covers**; One super scribed envelope having **Technical Bid** and the Second envelope having **Financial Bid** and both these envelopes are in turn be put in another main envelope and this main envelope should be superscripted prominently as **“Tender for Providing Cars on Hire”**. Ensure that all the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.
- b) Tender will be opened in the presence of Bidders present on the due date of opening. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in NJB custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Technical Bid Form**. No correspondence in this regard will be entertained. **Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.**

- c) Financial Bid of the selected bidders only will be opened.
- d) Bidder shall furnish the documents as per **Technical Bid Form**.
- e) Rates should be quoted as per the schedule of Rates at **Annexure – II**. The format of Financial Bid Form should not be changed **in any manner**. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- f) Unsigned Technical Bid (Annexure – I) and Financial Bid (Annexure – II) will be considered as Invalid Bid.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format; **Technical Bid** as per Annexure – I along with the original tender document and **Financial Bid** as per Annexure – II. Financial bid offers not adhering to the prescribed format are liable to be rejected summarily.

5. Bid Price

- I. The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the “Services to be provided”.
- II. Fixed rate should be quoted per month basis as well as on hourly basis including cost of fuel, wages of driver, and other incidental charges. The prices quoted by the bidder shall remain firm during the period of contract and shall not be subject variation on any account except in case of changed in petrol/diesel prices.
- III. In case of change in fuel prices during the contract period, rates will be proportionately increased/decreased on quarterly basis, taking into consideration;
 - (a) Total KM run by each vehicle during the calendar month taking into account average mileage of ten (10) KM per liter.
 - (b) Rate of fuel approved by Govt. as on date of entering into agreement.
 - (c) Rate of fuel on first day of the quarter concerned.
 - (d) First review will be made at the end of first Quarter of run of the vehicle.
- IV. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.
- V. In case of reduction of taxes and other statutory duties during contract period, NJB, Kolkata shall take the benefit of decrease in these taxes /duties for the supplies made from the date of enactment of revised duties/taxes.
- VI. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier.
- VII. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD):

- 6.1 The bidder must deposit Rs15,000/- (Rupees fifteen thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Pay Order /DD from any nationalized bank payable at Kolkata in favour of "NATIONAL JUTE BOARD" valid for 90 days from the date of tender opening.
- 6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with the clause and furnishing the performance security.
- 6.3 The bid security may be forfeited
 - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
 - b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - c) If the successful bidder fails to furnish performance security in accordance with Clause 10.
 - d) A bid not secured in accordance with clause 5 (I) shall be rejected by NJB, as non-responsive and returned to the bidder.
- 6.4 The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

- a. The bids should be duly sealed and addressed to the Secretary, NJB, Kolkata, and dropped in the Tender Box provided in the NJB office, Kolkata, as stated above on or before the due date.
- b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized representative, who wish to be present at the time of opening of bids on due date at their own cost.
- b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NJB will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by NJB.
- c. NJB shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Financial bid form (Annexure – II) and Evaluation of the bid will be as per Annexure – IX placed at the end of the document.

10. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to 5(five) percent of the contract value as Performance Security within 15 days of issue of letter conveying NJB's intention of accepting the bid. The failure to deposit the security deposit within prescribed time of 15 days may result in cancellation of bid / offer. In this regard the decision of Secretary, NJB will be final.
- b. Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the proforma provided in Annexure – V of the bid document or in the form of DD drawn from any nationalized bank payable at Kolkata in favour of NATIONAL JUTE BOARD.
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for NJB to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Rights of acceptance:

NJB, Kolkata reserves all rights to reject any tender including of those tenderers who fail to comply with the instruction and does not bind itself to accept the lowest or any specific tender. The reason for rejecting a bid will be disclosed where any enquiry is made by the bidder.

12. Arbitration

- 12.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Secretary, NJB. If the Secretary, NJB, Kolkata is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Secretary, NJB, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or r-enactment thereof or any rules made thereof.
- 12.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.3 The venue of the arbitration proceeding shall be the office of Secretary, NJB, Kolkata or such other place as the arbitrator may decide.

13. Contract Period:

Under normal circumstances the contract shall be valid for a period of 1 (one) year from the date of acceptance of the tender. However, contract may be extended for further period of upto one year at the same rate, terms and conditions upon the approval of Secretary, NJB.

14. Parking & Toll charges:

Payment of any Govt. tax on duty for plying the vehicles for NJB, Kolkata within West Bengal and any payment for violation of any traffic norms or regulation will be the liability of the contractor. NJB in no way shall be responsible for making such payments.

Parking and Toll charges, if any, may be claimed by producing the Parking/Toll slips on monthly basis along with submission of bill.

3. Penalty:

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as state out herein or
 - (ii) Execute the work in good and workman like manner and to the satisfaction of and by the time fixed by NJB
- (1) It shall be lawful for the Secretary, NJB in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observed the said conditions and in the latter event to reject or remove as the case may require any supply order execute otherwise than in a good and workman like manner to the satisfaction of and by the time fixed by NJB and in both or either of the events, aforesaid to make such arrangements as he may think fit for the reproduction of the work so remove or work in lieu of that so rejected or remove as aforesaid on account and at the risk of the contractor.
 - (2) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates NJB may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contact or from the security deposit or may be demanded of him to be paid within seven days to the credit of NJB.
 - (3) If contractor fails to deliver vehicles, NJB reserves to order vehicles from market and deduct the same amount against the Performance Guarantee/Security.

4. Natural Calamity, strike, etc.

In case of strike, combination of workmen or natural calamity of any kind fire accidents, or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in under delay without penalty, NJB shall have the power during such a stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on NJB to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials may be necessary for timely completion of the work.

17. Parameters and Technical Specifications

- 1) Car hire charges should be quoted for average running of 2000 km per month. Separate rate per km should be quoted for excess mileage.
- 2) NJB has the sole right to engage vehicle for required hours a day, as well as for required days of week. No additional terms & conditions regarding engagement of vehicles for specific hours a day and/or specific days of a week will be entertained. The bidders will only fill in the commercial bids (Annexure – II) in prescribed format in compliance with the notes thereon.
- 3) No columns of the commercial bid be kept blank. In case of no bid to offer, the earmarked space should be filled in by “NIL” remark.
- 4) Photocopy of registration certificate of the vehicle should be accompanied with the tender quotation. In case purchase of new vehicle is proposed after becoming successful bidder then in that case registration certificate need not be furnished at tender stage.
- 5) Vehicles will be hired depending on the requirement of NJB from time to time; as of now vehicle requirement is 7prox.. 14 nos.

18. Other Terms and Conditions Specific to the Contract

- 1) Vehicle should report to the respective place as per direction of the authority. Delayed/non-supply of vehicle, if arises, alternative arrangement has to be made for non-supply of vehicle, cost incurred will be 8pprox.8 from the vendor and 3% penalty will be on the total bill of that week.
- 2) In case of supply vehicles found to be unsatisfactory the contract may be terminated at any time without assigning any reason thereof.
- 3) Payment will be made as per actual detention/utilization from the reporting office. Maximum 10 (ten) kilometers to and fro per day or the actual distance covered in round trip between user delivery address and the garage/normal parking place, whichever is less will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/normal parking place.
- 4) In case of accident etc., damage caused will be the contractor's liability.
- 5) The tenderer must have an office in Kolkata, which can be contacted at all times.
- 6) The drivers must wear neat uniform, should be polite and courteous and should have a good communication skill. Mobile telephones must be available with each driver.
- 7) In case of absence of the regular car and/or driver on any day; similar car and/or driver is to be arranged by contractor at his cost.
- 8) The agency shall put into service only cars registered and clean interior, properly maintained exterior, noiseless drive and all the facilities of the car should be available and in perfect working conditions for use. The authorized representative of NJB can reject use of any car if it fails to satisfy any of the above conditions.
- 9) The Drivers shall abide by the rules laid down by the Transport Authority or any other Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations, so as to endure safety of the passengers.
- 10) The Drivers on duty shall keep all relevant documents including valid RC Book of the vehicle, Pollution Control Certificate, Comprehensive Insurance Policy of Vehicle and a valid Driving License in his name and they should be well conversant of routes of Kolkata.
- 11) The Drivers should also have knowledge of car mechanism so as to attend minor repairs and should keep the vehicle neat and clean daily before reporting duty.
- 12) All the cars must carry toolbox, necessary spares, first aid box, tissue paper and one umbrella.
- 13) The Driver shall not smoke/ be drunk while on duty.
- 14) The driver shall always remain with the vehicle during the time of duty and in case of any urgency he should seek permission the user administration department before leaving the vehicle.
- 15) The agency shall note the opening mileage meter reading and time of the car on the duty slip. The driver shall inform and show the opening as well as the closing meter reading and get it countersigned by the user for which a log book has to be maintained.
- 16) No payment shall be made against bills pertaining to those travels, where any complaint with regard to quality of the car or 8pprox.8ior of the driver is received from the user, the decision of NJB in this regard shall be final.

- 17) NJB gives no guarantee about the definite extent of engagement to be entrusted to the contractor at any given time or even throughout the tenure of the contract.
- 18) NJB may discontinue engagement of vehicle(s) during the day of absence of the officer and payment for that calendar month will be made on pro-rata basis for the days of use of the vehicle(s).
- 19) Work order may be placed on 2/3 parties for meeting the requirements of NJB. For appointing the second/third Contractor/Agency, opportunity will be given to all other tenderers who have quoted for matching the L-1 rates and in that case first contractor (L-1) may be awarded with 60% of total requirement of vehicles. The appointment of second and third contractor may be made sequentially based on the original ranking (like L-2, L-3, etc.) awarding each with 20% of total requirement of vehicles. However, in case where other tenderers are not agreeing to match L-1 rates, only one Contractor/Agency i.e. original L-1 Contractor/Agency will be appointed.
- 20) At present, NJB requires approx. 14 vehicles which may change (50%) depending on requirement/need basis monthly/daily.
- 21) NJB reserves the right to reject any or all the offers at any point of time without assigning any reason therefor.

19. Insolvency Act:

In the event of the firm being adjusted insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise or in specified NJB shall have power to terminate the contract without previous notice.

20. Breach of Terms & Conditions/ Termination:

- a) In case of breach of any terms & conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by NJB in that event and the security deposit shall also stand forfeited.
- b) NJB reserves the right to summarily terminate the contract due to failure of the Agency to provide satisfactory services and/or repeated failures to provide vehicles against Requisitions. In such cases, the Security Deposit shall be forfeited and decision of NJB in this regard shall be final and binding.
- c) NJB may at any time by giving one month's notice close the contract without any liability, financial or otherwise on itself.

21. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the Secretary, NJB, which he will be at liberty to refuse if he thinks fit.

22. Right to call upon Information regarding status of work:

NJB will have the right to call upon information regarding status of supply at any point of time.

23. Signing of Contract

Signing of Agreement (pro-forma at Annexure – IV) shall constitute the award of hiring contract on the bidder.

24. Terms of Payment

- a) The bills along with Duty Slips/Log Book duly signed by the user should be submitted by the agency on monthly basis and the payment shall be made within 15 working days from the date of receipt of the bills after all applicable statutory deductions.
- b) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- c) NJB shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.
- d) The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Performance Security Deposit governed by the separate clauses of the contract.

25. The tender is not transferable. Only one tender shall be submitted by one tenderer.

26. Pre Bid Meeting

A pre bid meeting with interested vendors will be held at 15.00 hrs on, 2016 in the Conference Room of NJB to clarify the doubts of vendors, if any on any issues of this bid document.

Sd/-
[Chief Operating Officer]
National Jute Board

TECHNICAL BID FORMAT**Subject : Tender for Providing Cars on Hire to NJB for a period of One year.**

1. Name of the Tenderer/Agency: _____

2. Status of the tenderer (Proprietorship /
Partnership /Pvt. Ltd. / Ltd. Co. : _____5. Address of the Tenderer/Agency: _____

6. Telephone No. (Office) _____ (Res.) _____

(Mobile) _____

5. Year of establishment with Regn. No.
and date (Trade Licence copy to be attached). : _____6. Name of the contact person(s) and Telephone No.(s),
including cell phones, during / beyond office hours. : _____

6. Address to Garage: _____

7. Details of Registered Vehicle (in the name of tenderer) :

Kind of vehicle	Make / Model	Year of Manufacturing	Date of original purchase	Type of fuel used	Kms. Run by the vehicle	Fitness/ roadworthiness of the vehicle	Regn. No./Date of vehicle

Copy of Registration Certificate, Insurance Policy, Road Tax & PUC must be attached.
(Please use separate sheet if required)

8. Names of other organizations with whom the agency has business dealings:

(In case space is not sufficient, separate sheet may be enclosed.)

9. PAN No. (Attested copy to be submitted). : _____

10. Service Tax Registration Certificate: _____
(Attested copy to be submitted).

11. a) Name & Address of the Banker(s). : _____

b) Account No. & Type : _____

c) IFS Code : _____

9. Details of Bank Draft for EMD :

Name and Address of Bank	DD/PO No. & Date	Amount (in Rs.)

Date:

Signature of Tenderer with Seal

Note : 1. The bid must be submitted along with all documentary proof. The documents must indicate total number of pages with page number and authorized signature in each page.

10. No columns of the Technical Bid shall be kept blank. In case of no bid to offer, the earmarked space should be filled in "NIL" remark.

FINANCIAL BID FORMAT

Subject : Tender for Providing Cars on Hire to NJB for a period of One year.

- A. Price quoted for the aforesaid subject is inclusive of fuel charges, drivers' wages and all kinds of incidental charges and all taxes.
- B. Details of rates offered below (in Rs. written in both figure and words): **For monthly hiring basis.**

Sl. No.	Particulars of vehicle	Fixed rate per vehicle per month for average running of 2000 kms & 10 hours duty per day (Rs.)	Rate per vehicle per km for mileage exceeding 2000 km per month (Rs.)	Rate per vehicle per hour for duty performed beyond 10 hrs per day (Rs.)	Outstation Night charges per vehicle per day (Rs.)	Halt per vehicle per day	No. of Vehicle available
1	Maruti Eeco (6 seater)						
2	Maruti Swift D'zire						
3	Tata Indica						
4	Tata Sumo/ Bolero/ Scorpio						
5	Tata Indigo						
6	Innova						
7	Maruti Ertiga						
8	Tata Manza/ SX4						
9	Honda City						
10	Tata Winger (14 seater)						
11	Any Other high-end car (pl. specify)						

C. Details of rates offered below (in Rs. written in both figure and words): **For daily hiring basis.**

Sl. No.	Particulars of vehicle	Rate per vehicle per km based on 10 hours duty per day (Rs.)	Rate per vehicle per hour based on 10 hours duty per day (Rs.)	Outstation Night Halt charges per vehicle per day (Rs.)	No. of Vehicle available
1	Maruti Eeco (6 seater)				
2	Maruti Swift D'zire				
3	Tata Indica				
4	Tata Sumo/ Bolero/ Scorpio				
5	Tata Indigo				
6	Innova				
7	Maruti Ertiga				
8	Tata Manza/ SX4				
9	Honda City				
10	Tata Winger (14 seater)				
11	Any Other high-end car (pl. specify)				

Note:

1. The rates are to be mentioned clearly for each type of vehicle.
2. In case of car calling on daily basis, the charges will be paid based on per km or per hour rate quoted above (Pt. C) whichever is higher subject to a minimum of 10 hours.
3. Rate on Monthly basis for 10 hours duty per day is considered for all days a month excluding Sundays and other holidays.
4. The documents must indicate total number of pages with page number and authorized signature in each page.
5. NJB has the sole right to engage vehicles for required hours a day as well as for required days of week. No additional terms & conditions regarding engagement of vehicles for specific hours a day and/or specific days of a week will be entertained.

Date:

Signature of Tenderer with Seal

DECLARATION OF THE TENDERER

1) That I / We _____ am / are the authorized travelling agency _____ hereby submit tender to NJB to enter into rate contract for the providing vehicles on hire for total contract period including extension, if any.

2) I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. _____ in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full. I/We solemnly declare that other terms & conditions are acceptable to me/ us & binding on me/ us.

3) I / We declare that I/We will be supplying the following commercial vehicle(s) of same make, colour and same or later model.

1. Model of Vehicle:
2. Registration number:
3. Year of Manufacture:

I/We also declare that the other vehicle of required make, and model and colour shall also be supplied by me.

4) In case any dispute the Jurisdiction will be Kolkata only.

Place :

Signature of Tenderer

Date :

Name of Tenderer: _____

Capacity in which sign: _____

Full address: _____

Telephone No. Office _____

Res. _____

Seal & Stamp: _____

AGREEMENT FOR VEHICLE HIRE

This Agreement is made on this _____ day of 2016 between M/s. _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is acting through its office at _____

AND

National Jute Board (herein after called NJB whose term includes its successors and assignees), a statutory body set up under the National Jute Board Act, 2008 by the Ministry of Textiles, Government of India and having its head office at 3A & 3B, Park Plaza, 71 Park Street, Kolkata- 700016 whose registered office is situated at 3A & 3B Park Plaza, 71, Park Street, Kolkata 700 016.

The Service Provider will provide Commercial vehicles on hire basis to NJB for official use on the terms and conditions herein contained, and rates as mentioned schedule in Annexure - 1. The "Service Provider" 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 Service Provider 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, on the rates accepted as described in schedule vide Annexure - 1 to this agreement. NJB shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to NJB. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by NJB.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. NJB shall place an order to the Service Provider for supply of vehicles to the officers/officials. It is anticipated that the Service Provider will supply vehicles to these officers/officials 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 Service Provider agrees with NJB 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. Service Provider will provide vehicles to NJB and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. Service Provider will submit bills to NJB on monthly basis for release of payment by NJB.

7. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 10 KMs whichever is less.
8. If the Service Provider fails to provide the vehicle to NJB and if the service is not found satisfactory enough, NJB shall have the right to terminate the contract in whole or part as per clause (15) of Bid Document.
9. In the event of any mechanical failure/ breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Vehicle, Non- compliance may attract penalty as per Clause (15) of of Bid Document.
10. The Bid Document No. NIT02/NJB/Car hiring/2016-17 Dated 29th April, 2016 schedules appendix which we annexed to this agreement shall form part and parcel of this Agreement and integral part of this agreement.
11. That Service Provider is/ shall be 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 Service Provider. NJB shall not be liable for any loss, damages, etc. suffered/ to be suffered by Service Provider or third party as the case may be.
12. If for any reason NJB is dissatisfied in any way with the standard of the vehicle or fell deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by NJB 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.
13. The Service Provider 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 Service Provider accordingly indemnifies NJB against all such liability.
14. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.
15. The Service Provider will also ensure that they will not supply the vehicles to NJB which are either owned by employees of NJB either directly recruited or on contract service to NJB or their near relatives.
16. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary/ log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
17. Service Provider shall not engage any person below 18 years of age.
18. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid. The revision of rates may be allowed on account of

increase or decrease in price of fuel and these variations shall be worked out from the base rate as per formula indicated below.

Increase or decrease in Petrol/Diesel during the month = [Actual KMs run by the vehicle x (Revised rate per litre – Base rate per litre)] divided by [Average KM per litre of Diesel/ Petrol consumption (KMPL)].

Note: - The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **10 Kms in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

19. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matters, the decision to which is specifically provided under this agreement), the decision of NJB shall be final and binding.

20. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ worker engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

Signed _____

For and on behalf of NJB

Name (caps)_____

Designation _____

Date _____

In the presence of Witness

Signed _____

For and on behalf of the Service Provider

Name(caps)_____

Designation_____

Date _____

In the presence of Witness

PERFORMANCE SECURITY BOND

- 1) In Consideration of National Jute Board, Kolkata (herein after called NJB, Kolkata) having agreed to exempt _____ (herein after called the said Service Provider(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 Service Providers 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 _____ Service Provider’s do hereby undertake to pay to the NJB, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by NJB, _____ by reason of any breach by the said Service Provider’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 NJB, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by NJB, _____ reason of breach by the said Service Provider’s of any of the terms & conditions contained in the said agreement or by reason of the Service Providers 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 NJB, _____ 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 NJB, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(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 NJB, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NJB, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with NJB, _____ that NJB, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by NJB, _____ against the said Service Provider(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 Service Provider(s) or for any forbearance, and or any omission on the part of NJB, _____ or any indulgence by NJB, _____ to the said Service Provider(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(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 NJB.

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.

DECLARATION REGARDING NEAREST RELATIVES WORKING IN NJB

(To be executed & attested. by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)

I/ We declare :-

1. That I or any of my partner am/is neither working in any capacity in anywhere in NJB, nor am/is removed/ dismissed from service of NJB.
2. That none of my near relatives are working in any capacity in NJB nor removed/ dismissed from service of NJB.

Or

The details of my near relatives working in NJB are as under:

Sl. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the Secretary, NJB immediately.
4. i) That I/We shall intimate the names of persons working in NJB related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of either any unit of NJB.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security Deposit held by NJB.
6. If at any time, it is found that the information given in the above appendix is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the Security Deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of NJB to debar the firm from entering into future contracts.

Place :

Signature :

Date:

Name:

(Capacity in which he is signing) _____

NOTE: The term "relatives" means wife/husband/parents and grandparents/children/ grandchildren / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

DECLARATION OF NON-TAMPERING OF DOCUMENTS

I / We declare that :-

Proprietor/ Partner(s)/ Director(s) of M/S. -----

hereby declare that I / We have not tampered the tender document vide Tender No: -----

Dated :

Signature:

Name : _____

Name & address of the firm:

Seal of the firm:

**DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART
IN GOVT.TENDER BY NJB/GOVT. DEPT**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by NJB any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S. ----- was blacklisted or debarred NJB, Govt. Dept. from taking part in Government tenders for a period of years w.e.f. ----- . The period is over on ----- and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by NJB, and EMD/Security Deposit shall be forfeited.

In addition to the above NJB will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Seal of the firm

Date:

EVALUATION FORMULA

1) Evaluation for Monthly Hiring:

The following evaluation formula shall be used firstly, for each category (Sl. 1-10) of car as per Annexure – II (Pt. B) to get total cost of hiring each type of car and then the total evaluated cost of each type of car (Sl. 1-10) will be added to determine the lowest bid:

Sl. No.	Particulars (A)	Approx. Quantity (B)	Total (A*B) [in Rs.]
i)	Rate for first 2000 kms, say Rs. X p.m.	1 car	1X
ii)	Rate per km beyond first 2000 kms, say Rs. Y per km.	100 kms p.m. each	100Y
iii)	Rate per hour beyond 10 hrs duty in a day, say Rs. Z per hr.	50 hrs p.m. each	50Z
iv)	Outstation night halt charges for engagement of vehicles, say Rs. N per night	2 days p.m. each	2N
	Evaluated Cost of each type of car as per Annexure – II (Sl. 1-10) Say, Ci (where i = 1 – 10)		[1X+100Y+50Z+2N]
	Total Evaluated Cost of each vendor =		[C1+C2+C3+C4+C5+C6+C7+C8+C9+C10]

2) Evaluation for Daily Hiring:

The following evaluation formula shall be used firstly, for each category (Sl. 1-10) of car as per Annexure - II (Pt. C) to get total cost of hiring each type of car and then the total evaluated cost of each type of car (Sl. 1-10) will be added to determine the lowest bid as stated earlier :

Sl. No.	Particulars (A)	Approx. Quantity (B)	Total (A*B) [in Rs.]
i)	Rate per km (say, Rs. P) for 1 vehicle	100 kms per day	100P
ii)	Rate per hour (say, Rs. Q) for 1 vehicle	10 hrs per day	10Q
iii)	Outstation night halt charges for engagement of vehicles (say, Rs.R per night) for 1 vehicle	2 days p.m. each	2R
	Evaluated Cost of each type of car as per Annexure – II (Sl. 1-10) Say, Ci (where i = 1 – 10)		[100P+2R] or [10Q+2R] whichever is less
	Total Evaluated Cost of each vendor =		[C1+C2+C3+C4+C5+C6+C7+C8+C9+C10]

sd/-
[Chief Operating Officer]
National Jute Board