

## TERMS AND CONDITIONS.

1. Sealed tender for the supply of the articles shown in the attached statement are invited by the undersigned on behalf of Navodaya Vidyalaya Samiti, up to **12.00 Noon. Date:15.07.2020**. The tender should be sent under strong sealed cover marked as “ **TENDER FOR CONTRACT VEHICLE**” and not by the name. The date of opening of tender will be on **17.07.2020 at 09.00 AM**.
2. The tender should be submitted according to the terms and conditions specified in paragraphs 3 to 22, unless specified in otherwise in the Tender, it shall be construed that the terms and conditions stipulated hereunder have been agreed to.
3. The party has to agree to engage the Vehicle Bearing No:..... for the bonafied use of the Vidyalaya on contract basis on yearly basis maximum period of 10 months excluding the summer vacation. The payment will however , be made on pro-rates monthly basis where ever is applicable.
4. No charges will be claimed for reporting the vehicle and discharging the vehicle from the owners point to the Vidyalaya or vice-versa. Vidyalaya will be bearing the fuel after engagement of the vehicle in the Vidyalaya only.
5. There should not be any overwriting, corrections in the Tender. If a figures is to be amended, it should be neatly scored out and then revised figure should be written above and the same should be attested with full signature and date. In the absence of the attested signature the tender is liable to be rejected.
6. The undersigned doesn't bind himself to accept the lowest tender and reserve the right to accept the tender in whole or in part .
7. On acceptance of the tender it will become a contract and the contractor shall be bound by the terms and conditions of the tender and the provision of G.F.R.
8. The tenderer should submit his/her tender form along with Earnest money amounting **Rs.10000.00 (Rupees ten thousand)** only in form of Bank Draft In favour of the **Principal, Jawahar Navodaya Vidyalaya, Khurda payable at Khurda** which will be refunded in the event of rejection of the tender. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of the tender being accepted the earnest money will be adjusted towards security deposit .
9. The **Vehicle must be purchased after May-2017, with commercial Taxi permit of RTO** which can accommodate at least 4 persons having a comfortable seat for carrying a sick child and can be able to carry the urgent required materials for the Vidyalaya up to 10 quintals.
10. The Vidyalaya will bear only the cost of diesel for the distance actually plied for official use. All other liabilities including wages of driver oil and lubricants maintenance repairs, replacement of parts and servicing, obligations on account of Motor vehicle act and other related acts like Labour laws, road tax , insurance laws(like insurance of vehicles in accident, theft, fire etc) shall be the sole responsibility of the owner/party.
11. The vehicle contract will be initially for a period of 2 years (20 months) or till 30<sup>th</sup> April'2022 whichever is earlier . The contract of the Vehicle can be extended up to five years subject to conditions.
12. The vehicle shall remain in the campus of JNV on 24 hours basis and will be parked in the premises during the period of contract..
13. That, the Driver of the vehicle can be provided accommodation wherever possible in the campus of JNV. Driver will be allowed to avail mess facility for food purpose only on payment basis..
14. Maximum of one day per month shall be permitted for maintenance/servicing of the vehicle. The vehicle shall not be sent for repairs for more than four days at a stretch. Alternate vehicle shall be provided by the owner during such period. Failure to provide alternate vehicle shall lead to recovery

of actual hiring charges of an alternate vehicle per day or Rs. 600.00 per day, or whichever is higher. **Owner, shall furnish a refundable security deposit of Rs. 10000.00 (Rupees ten thousand) only or one month's hiring charges of the vehicle whichever is higher to the JNV for this purpose.**

15. That, the use of the Vehicle will normally be restricted to the State for which it is hired and or Vidyalaya purpose only.
16. The Owner shall be responsible for efficient and diligent services. In case the services are not found satisfactory at any stage, the JNV is at liberty to cancel the contract any time by giving one month notice to the owner. Similarly the owner can terminate the contract by giving one month's notice in writing to the JNV.
17. The driver engaged by the owner for running the Vehicle for the JNV must possess a valid driving license for the type of vehicle and his credentials must be verified by the police before engagement. The owner shall be responsible for proper conduct of the driver and will change the driver in case his conduct is reported as improper by the Principal of JNV at any time taking into account of the residential co-educational institution. In case the conduct of the driver is found unsatisfactory and he is not replaced within three day of receipt of a written report in this regard from the Principal, JNV, the Vidyalaya shall be at liberty to cancel the contract on this ground without any further notice of the same to the owner.
18. Tender which do not comply with the above conditions are liable to be rejected.
19. The sealed tender should invariably contain-
  - a. Photocopies of the Purchase Bill of the Vehicle.
  - b. Photocopies of the Registration of the Vehicle with the Road Transport Officer.
  - c. Details of proof about the year of manufacture of the Vehicle.
  - d. Details of Seating capacity and load carrying capacity of the vehicle.
  - e. Photocopies of the Insurance Policy(1<sup>st</sup> Party, 2<sup>nd</sup> Party, 3<sup>rd</sup> Party) with validation period up to the contract period..
  - f. Tender paper for Hiring of Vehicle .
20. Terms and conditions of tender paper must be submitted with the leased tender duly signed by the proprietor with seal in every page.
21. Copy of Money receipt of JNV, Khurda through which the tender bid purchased must be attached with the tender form.
22. Disputes if any relating to tender matters are subject to the jurisdiction of Khurda only.



**PRINCIPAL**

**JNV,GURUJANG, KHURDA, ODISHA.**

**N.B:- This tender terms and condition paper must be deposited along with the tender documents.**

The bids for supply of materials as detailed will be received up to 12.00 Noon of 15-07-2020 by all means.(Soft copies of the tender bids sent through the mail are not acceptable. Only hard copy of the tender bid sealed intact are acceptable up to 12.00 noon of 15-07-2020 submitted by person/post at the Vidyalaya office.) [Bidders](#) cannot claim for any postal delay.

# **UNDERTAKING BY THE SUPPLIER.**

We

M/S \_\_\_\_\_

agree fully with the terms and conditions specified in Paragraph No: 3 to 22 and enclose the rates of Items as per the list and specifications given by the Principal, Jawahar Navodaya Vidyalaya, Khurda, Odisha in printed letters Head or Form of the Firm.

**Signature:** \_\_\_\_\_

**Name of the proprietor** \_\_\_\_\_

1. WITNESS;

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

2. WITNESS;

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**JAWAHAR NAVODAYA VIDYALAYA, GURUJANG, DISTRICT: KHURDA, ODISHA**

**TENDER PAPER FOR HIRING OF VEHICLE ON CONTRACT BASIS.**

|     |  |   |   |
|-----|--|---|---|
| 01. | Name & Address of the Party  | : | .....   |
| 02. | Registration Number of the Vehicle   | : | .....   |
| 03. | Model & Type of Vehicle  | : | .....   |
| 04. | Year of Manufacture  | : | .....   |
| 05. | Date of purchase & make of Vehicle   | : | .....   |
| 06. | Seating capacity   | : | .....   |
| 07. | Total load carrying capacity in kgs  | : | .....   |
| 08. | Type of Insurance Policy ( 1 <sup>st</sup> Party, 2 <sup>nd</sup> Party, 3 <sup>rd</sup> Party) valid up to  | : | .....   |
| 09. | Rate of rent quoted per month  | : | .....<br>In words.....                                  |
| 10. | Road mileage i.e. the kms run by the Vehicle per one liter of diesel   | : | AC run.....Kms per ltr.<br>Non AC run .....Kms per ltr. |
| 11. | The tenderer should submit Earnest Money of Rs.10000.00( Rupees ten thousand) only in shape of demand draft in favour of Principal, JNV, Khurda, payable at State Bank of India, Bazar Branch, Khurda along with the tender bid. |   |   |
| 12. | The tender should be submitted according to the terms and conditions specified in the enclosed contract agreement & the contractor shall be bound to abide by the terms and conditions stipulated there in.                      |   |   |
| 13. | The undersigned reserves the right to accept or reject any tender without assigning any reason thereof.  |   |   |

**DECLARATION**

I do hereby declare that, I have gone through the contract agreement & terms and conditions of Navodaya Vidyalaya Samiti and will abide by the terms and conditions as stipulated in the contract agreement for hiring of vehicle for JNV, Gurujang, Khurda (Odisha).

***Enclosures:-***

***1.Xerox copy of Regd. Certificate of vehicle***

***2.Valid insurance papers Xerox copies.***

***3.Xerox copies of proof for make, model& year of purchase.***

***4.Fitness certificate Xerox copies issued by R.T.O.***

Signature:.....

Name of the Party:.....

Vehicle Regd. No:.....

Date:.....

## SPECIMEN COPY OF THE CONTRACT AGREEMENT

Agreement of hiring of contract vehicle for the Jawahar Navodaya Vidyalaya at Betaguda, Po: Jammi, Via: Paralakhemundi, District: Gajapati (Odisha).

This agreement made on this.....day of.....between Deputy Commissioner, Navodaya Vidyalaya Samiti, Regional Office, Bhopal; herein after referred as the party of the First part to the contracts ( Which expression shall unless excluded by or repugnant to the context deemed to include its successor in office or assignee) on one part.

.....(Name of the party) a Company/Firm Registered under Motor Vehicle Act with Registration No.....having its Registered office at.....through.....its Director/Partner/Owner.....(Which express shall unless excluded by or repugnant to the context be deemed to include its successor and permitted assignees ) on the other part and hereinafter refer to as party of the second part to the contract.

1. WHERE AS the part of the first is responsible for management of JNV, which is fully residential institution providing education to children from Class VI to XI and it desirous of hiring private Vehicle for JNV, Betaguda, PO; Jammi, Via: Paralakhemundi, District: Gajapati. Located in the State of Odisha for transport of students and staff and for procurement of materials required for use in the Vidyalaya. And whereas the party of the second part owns Public/Private transport is for use by other parties on payment of charges on hire basis.

### NOW IT IS HEREBY AGREED BY THE PARTIES OF THE CONTRACT UNDER

2. That the party of the first part has agreed to hire vehicles No..... owned by party of the second part for bonafied use of JNV..... (herein after referred to a JNV) on the payment Rs..... ( Rupees .....only) on yearly basis excluding the period of vacations of the Vidyalaya i.e., for 2 years (22 months except summer vacation). The payment will, however, be made on pro-rates monthly basis.

The Vehicle must be .....years old, manufacture ..... onwards which can accommodate at least 4 persons having a comfortable seat for carrying a sick child and can be able to carry the urgent required materials for the Vidyalaya up to 10 quintals.

3. That the JNV Will bear only the cost of diesel for the distance actually plied for official use. All other liabilities including wages of driver oil and lubricants maintenance repairs, replacement of parts and servicing, obligations on account of Motor Vehicle Act and other related Acts like Labour laws, road tax insurance laws (like insurance of vehicles in accident, theft, fire etc.) shall be the sole responsibility of the owner / party of the second part.
4. That, the present contract will be valid for a period of 2 years ( 20 months except summer vacation) or till 30<sup>th</sup> April'2021 whichever is earlier unless terminated prior to expiry of this period as per terms set forth herein after. That, the vehicle shall remain in the campus of JNV 24 hours basis and will be parked in the premises during the period of Contract.
5. That the driver of the vehicle can be provided accommodation wherever possible in the campus of JNV. Driver will be allowed to avail mess facility for food purpose only on payment basis.

6. That maximum of one day per month shall be permitted for maintenance/servicing of the vehicle. The vehicle shall not be sent for repairs for more than four days at a stretch. Alternate vehicle shall be provided by the party of the Second part in case the non-availability is for the period of exceeding the specified period mentioned above. Failure to provide alternate vehicle shall lead to recovery of actual hiring charges of an alternate vehicle per day or Rs. 400.00 per day, or whichever is higher. Owner of the vehicle shall furnish a refundable security deposit of Rs. 10000.00 or one month's hiring charges of the vehicle whichever is higher to the concerned JNV for this purpose.
7. That, the use of the vehicle will normally be restricted to the State for which it is hired and for Vidyalaya purpose only. In exigency cases, since the Vidyalaya is located at the boarder of the Andhra -Orissa state and Vidyalaya is depending on the periphery areas, Vidyalaya Vehicle may proceed to Andhra state also for which required levies if any will also be borne by the owner.
8. That the owner party of the Second part shall be responsible for efficient and diligent services. In case of service are not found satisfactory at any state, the party of First part shall be at liberty to cancel the contract any time by giving one month notice to the party of Second part. Similarity party of Second part can terminate the contract by giving one month's notice in writing to the party of First Part.
9. That the driver engaged by the party of the Second part for running the vehicle for the JNV must be verified by the police before engagement. The owner/party of the second part shall be responsible for proper conduct of the driver and will change the driver in case his conduct is reported as improper by the Principal of JNV at any time taking into account of the residential co-educational institution. In case the conduct of the driver is found unsatisfactory and he is not replaced within three days of receipt of a written report in this regard from the Principal of JNV, the party of the first part shall be at liberty to cancel the contract on this ground without any further notice of the same to the owner.
10. That, any disputes, differences and other questions arising out of or in any manner related to or concerning this agreement which cannot be settled amicably than unrecorded disputes or differences shall be referred to the arbitration of a single arbitration appointed by the party of the first part. The venue of such arbitration proceedings shall be at the utilized Vidyalaya where the vehicle is being utilized.
11. This agreement shall be effective as and when executed by or on behalf of both the parties.

IN WITNESS WHERE OF the parties here to have set their hands and seals on this contract on ..... day of.....year.

FIRST PARTY

SECOND PARTY

WITNESSES:-

01.

02.