

## **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 **4.00 PM. Date:16.07.2024**. 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 17.07.2024 at **10.00 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 shape of online deposit to SB Account No.**30950185532** or in the form of Bank Draft In favour of the **Principal, Jawahar Navodaya Vidyalaya, Khurda payable at Khurda, Bazar Branch, IFSC Code: SBIN0012027** 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 June-2022, 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 excepts vacations) or till 30<sup>th</sup> April'2025 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. **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. **The Vehicle Owner will be liable to bear Rs.1000.00 per day per Vehicle per day in case of non availability of Vehicle / Driver.**
16. That, the use of the Vehicle will normally be restricted to the State for which it is hired and or Vidyalaya purpose only.
17. 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.
18. 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.
19. Tender which do not comply with the above conditions are liable to be rejected.
20. 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) with validation period up to the contract period.
  - f. PUC, Taxi Permit, Mileage certificate from Company / Authorized agency regarding fuel consumption of the Vehicle.
  - g. Tender paper for Hiring of Vehicle .
21. Terms and conditions of tender paper must be submitted with the leased tender duly signed by the proprietor with seal in every page.
22. Copy of Money receipt of JNV, Khurda through which the tender bid purchased must be attached with the tender form.
23. 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 04.00 PM of 22.06.2024 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 04.00 PM 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:\_\_\_\_\_

## **Bank Details for Refund of EMD**

<b>Name of the Firm/Person</b>	<b>Bank Account Number</b>	<b>Bank Name</b>	<b>IFSC Code</b>

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

**TENDER PAPER FOR HIRING OF VEHICLE ON CONTRACT BASIS-2024-2025.**

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) / Comprehensive valid up to	:	.....
09.	Rate of rent quoted per month including salary of the Driver.	:	..... In words.....
10.	Fuel charge will be paid considering average of kilometers/ liters as certified by the Company / Authorized Agency.	:	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, Gurujanga, Khordha (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.***
- 5.PUC, Road Mileage certificate issued by competent authorities.***

Signature:.....

Name of the Party:.....

Vehicle Regd. No:.....

Date:.....

**SPECIMEN COPY OF THE CONTRACT AGREEMENT**

This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ 2024 between Jawahar Navodaya Vidyalaya, Gurujanga, Khordha, Odisha hereinafter to be called as "JNV and M/s....., hereinafter to be called as "Agency".

Whereas, the JNV has agreed to hire following vehicle as per its need from M/s....., on monthly payment basis indicated below:

Name & Address of the Agency	Particulars	Vehicle Type
	(i) Rs.....Monthly basis for vehicle hiring charges including salary of a driver for a period from..... to .....  (ii) Fuel charges will be paid considering average of .....KM/Liter as certified by the Company/Authorized Agency.	.....alongwith Driver.

This agreement shall be valid for a period form .....to .....and it may be extended further with mutual consent and the need of JNV on the same terms and conditions, if desired by the JNV.

This agreement shall automatically expire on its stipulated date, unless both the parties intend in writing to renew the same prior to its expiry. JNV reserves the right to terminate this agreement, if M/s....., fails to render service as per terms and conditions mentioned in this agreement or if it violates any Clause of the agreement.

**The TERMS AND CONDITIONS if the contract are as under:-**

- 1) Vehicle is to be hired alongwith Driver from the Service Provider Company. The rates quoted above as hiring charges are including Driver's Salary.
- 2) The rates quoted above are including all forms of taxes/charges.
- 3) In addition to monthly hiring charges JNVs will bear only the cost of diesel for the distance actually plied for official use. The fuel consumption bills will be reimbursed on the basis of average of the vehicle hired i.e.....KM/liter as got certificate from the Company/authorized dealer of the vehicle. Charges for fuel will be borne by JNV strictly as per the certified average. (Average shall not be less than prescribed by NVS).
- 4) A logbook in the format prescribed by the JNV, for each of the journey performed, duly signed by the officers/officials, would be maintained and submitted by the Agency along with the bills.
- 5) Actual parking charges, toll taxes for journeys will be reimbursed alongwith the monthly hiring charges bills.
- 6) All other liabilities including wages of driver, oil and lubricants, maintenance, repair, replace of parts and servicing obligations on account of Motor Vehicle Act and other related Act like Labour laws, Road Tax, Insurance Laws (like insurance of vehicle in accident, theft, fire etc.) shall be the sole responsibility of the Service Provider Agency.

- 7) The vehicle shall be hired on 24 hours basis for a maximum period of 10 months in a year (excluding vacation period of Jawahar Navodaya Vidyalaya concerned). The Vehicle will remain available in the Vidyalaya for 24x7 basis for the entire contract period.
- 8) Vehicle will be parked in the vidyalaya premises only at the risk of the owner of the company.
- 9) The driver of the vehicle can be provided accommodation in the JNV whenever possible subject to availability of accommodation otherwise the arrangement will be made by the owner of the company within approachable distance from the vidyalaya.
- 10) Maximum one day per month i.e.10 days in year shall be permitted for maintenance / servicing. The vehicle shall not be sent for repairs for more than four days at a stretch. Alternate vehicle shall be provided by the Agency in case the non-availability is for the period exceeding the specified period mentioned above. Failure to provide alternate vehicle shall lead to recovery of actual hiring charges per day paid by JNV.
- 11) Use of the vehicle will be restricted as per guidelines of Samiti and for Vidyalaya purpose only.
- 12) One month's hiring cost is to be deposited by the Agency as "performance guarantee", which will be refunded after satisfactory completion of the contract. However, the Performance Guarantee may be forfeited in the event of any breach or negligence or non observance of any terms and conditions.
- 13) The vehicle is provided to meet exigencies of services for students and staff In addition to this, Principal / office can also observance of any terms and conditions.
- 14) The payment shall be made on post monthly basis against a bill duly supported with photocopies of log book signed by the users, for the said month.
- 15) The payment shall be subject to deduction of TDS as per rules, which is presently @2%.
- 16) The antecedents of drivers to be deployed should be properly verified, identity of the Driver be authenticated as per Govt. Rules and norms and their details will have to be provided to this office. In case of change of Driver, prior permission of JNV will be required to be taken.
- 17) The service providing agency should be in a position to provide standby vehicles within an hour of reporting of any break down to the Agency telephonically. All expenses are to be borne by the Agency in case of break-down of a vehicle(s). The taxi charges from the point of break-down are to be borne by the firm to complete the trip.
- 18) Rs.1000/- (Rupees One Thousand only) per day per vehicle will be deducted in case of non-availability of vehicle/driver.
- 19) No request for escalation in rates would be entertained for whatsoever reasons, during the currency of the contract.
- 20) The Agency should provide a landline/mobile number on which he or his representative can be contacted any time (24 hrs). The driver should also posses the mobile phone.
- 21) All liabilities arising out of any legal dispute, accidents, challans, etc. shall be borne / paid by the Agency.
- 22) The vehicle to be supplied should be registered in the name of firm/owner/partner.
- 23) The Agency will be required to submit the copies of Registration Certificates. Insurance papers, PUC, Taxi Permits, Driver's Driving License, etc. in r/o the vehicle to JNV.
- 24) The vehicle hired shall have valid tax permit for entire period of hiring.
- 25) The vehicle hired shall have valid insurance for entire period of hiring.
- 26) Valid driving license of the driver and character verification by police shall be made available to Vidyalaya.
- 27) NVS shall reserves the right to cancel/withdraw the hiring contract at any time without assigning any reason thereof.
- 28) No compromise will be made by JNV, towards on punctuality, cleanliness, obedience, promptness and behavior of the Driver etc. If the tenderer, at any point of time during official duty, fails to perform duties, as directed by JNV the contract shall be cancelled without any notice.
- 29) In the matter of any dispute, between the parties regarding the terms and conditions of the contract and execution thereof, the matter shall be referred to an Arbitrator(s) as may be appointed by the District Collector & Chairman Vidyalaya Management Committee for arbitration under the Arbitration & Conciliation Act, 1996. The Contractor shall not question

the decision of the arbitrator(s) on the ground that the Arbitrator(s) is / are Government servant(s). The decision of the Arbitrator(s) shall be final and binding on both the parties.

- 30) The vehicles to be provided should be in good condition, not more than 02 year old and should not have run more than 25000 kms on the date of hiring and should be fitted with proper upholstery and accessories etc. The drivers should hold the valid driving license and other statutory documents.
- 31) The payment will be released on post monthly basis after deduction of Taxes as applicable on production of bill, in duplicate, after deducting the penalty, if any.
- 32) The Service Provider has agreed to follow all the terms and conditions of NVS mentioned in the agreement and related orders/letter.
- 33) The contract agency shall be required to comply statutory provision as per Service level Agreement and Packages as per mentioned in Gem Portal.

(Signature & Seal)

M/s.....

(Signature & Seal)

For-Jawahar Navodaya Vidyalaya

Witness

1:

2:

Witness

1:

2: