

NOT TRANSFERABLE

**QUOTATION AND CONTRACT
FOR HIRING VEHICLE FOR
GOVERNMENT DUTY.**

NO. _____ Of _____

Issued to : _____

Address : _____

Date of Issue: _____

Purpose /Job: _____

General Rules and Directions for the guidance of bidders.

1. This form will state the specific proposal for hiring vehicle as well as the date for submitting and opening the bid/Quotation/Tenders and the time to be submitted the quotation/bid/Tender.
2. Receipt for payments made on account of hire charges and other dues, if any, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipt for the firm.
3. The Divisional officer/ Sub-Divisional Officer or his duly authorised assistant will open the quotation/tender in the presence of any intending quotationer/ tenderer who may be present at the time, and will enter the amounts of the several tenders/quotations in a suitable Form.
4. The accepting authority reserves the right to reject any or all the tenders/ Quotations without assigning any reasons and he will not be bound to accept either the lowest quotation / tender or any of the quotations / tenders.
5. Tender / Quotation will be liable for rejection in the event of :
 - a) Not submitted in the prescribed/and duly authenticated Form.
 - b) Not completed in all respect with full information as demanded.
 - c) Not duly signed by the quotationer as per notification.
 - d) Rate quoted else where other than the space reserved for the purpose in the Form.
6. The memorandum of Job tendered for, and the schedule of fuels and lubricants to be supplied by the department / contractor shall be duly signed by the quotioner / tenderer before submitting the quotation / tender.

Executive Engineer
Investigation & Planning Division(Central)
Berhampore , Murshidabad



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Executive Engineer
Investigation & Planning Division(C)
Berhampore, Murshidabad

Memo. No.

Dated.

NOTICE INVITING QUOTATION NO. WBIW/01/EE/I & P Dvn(C) OF 2017-18.

Sealed separate quotations is hereby invited (in prescribed documents) for hiring **Non air conditioned Diesel Maxi Cab on monthly basis having public carrier licence for use for a period of one year for the official use of**

- i) **The Executive Engineer, Investigation and Planning Division(c), Berhampore, Murshidabad and / or his subordinates.**

1. ELIGIBILITY OF THE QUOTATIONER :

- i) The intending quotationer must have to be the owner(s) of the vehicle.
- ii) Submitting an application on his/ their letter head together with all relevant paper (**attested xerox copy**) of **fitness, pollution control, Tax clearance, Insurance Certificate with blue book/smart card as well as valid certificate of clearance of Income Tax.**
- iii) The intending quotationer must has to be appeared on the date as mentioned in col.3(B) to the office of the undersigned with all relevant document in original for seeking permission to participate.
- iv) The intending quotationer must have Account in Nationalised Bank (preferably SBI).

2. STATUS OF THE VEHICLE:

- i) **The vehicle must have a public carrier licence at the cost and responsibility of the owner(s) and the Car should be Mass Emission standard of Bharat Stage -III purchased on or after 01.05.2008 with Diesel Engine.** In case such licence is not obtained before submission of officer, the owner / Quotationer(s) will be bound to obtain such licence immediately (maximum period to be allowed is seven days) after acceptance of his / their offer, failing which the offer will stand cancelled .
- ii) The vehicle must be insured against accident at the cost and responsibility of the owner(s).
- iii) All Taxes and other relevant charges as per Govt. Rule must have to be cleared up at the cost and responsibility of the owner(s) in due time.
- iv) One good speed meter must have to be provided with the vehicle at the cost and responsibility of the owner(s) to show the Kilometrage of journey.

- v) Public carrier licence as mentioned in Para 2(i) above should be applicable for all over West Bengal in case of vehicle to be used by Executive Engineer, Investigation and Planning Division(c),Berhampore,Murshidabad/or sub-ordinates.

3. QUOTATION :

(A) i) The quotation must have to be submitted only on the prescribed Quotation documents to be issued from the office of the undersigned free of cost.

ii) Quotation imposing condition by the quotationer will summarily be rejected.

iii) Quotation must have to be signed by the owner and in case of partnership firm the same must have to be signed by all the partners furnishing a copy of partnership deed.

(B) DATE AND TIME LIMIT:

A) i) Last Date of Receiving Application : 27.03.2018 upto15.00hrs

ii) Last date for issuing quotation paper : 27.03.2018 upto 16.00 hrs.

iv) Date for Dropping of sealed quotation : 28.03.2018 upto 15.00 hours

iv) Date and time of Opening Quotation : 28.03.2018 at 15.30 hours.

(C) RATE:

- a. The rate is to be quoted legibly both in figures and in words without any over - writing in the space provided for the purpose in the quotation documents. Any correction therein must have to be attested with the signature of the owner(s) quotationer(s)/Tenderer(s).
- b. The rate shall have to be quoted for hire charges per month which should be inclusive of all taxes and incidental charges, what so ever may be, but excluding the cost of H.S. Diesel and Mobil oil etc. for the journey by departmental officer.
- c. The quoted rate will remain valid for 3(three) months for acceptance from the date of acceptance of quotation

4. AGREEMENT:

The Successful quotationer will have to execute a Formal Agreement in W.B. form no. 2911 with the **Executive Engineer, Investigation and Planning Division(c),Berhampore, Murshidabad** alongwith **ANNEXTURE-II** (which is to be filled up , is mandatory for e-Payment with a cancelled check is to be submitted to the office of the undwersigned)relevant documents within 10(ten) days from the date of issue of letter of acceptance.

5. The undersigned reserves the right to accept/ reject any or all of the quotations without assigning any reason thereof.

Any further details may be had from the office of the undersigned during the office hours of working days.

Executive Engineer
Investigation & Planning Division(Central)
Berhampore , Murshidabad

Memo No. :

Date:

Copy Submitted for favour of his kind information to:

- 1) The Chief Engineer, (Design & Research) & Central, Jalasampad Bhaban, Salt Lake city, Kolkata-91.
- 2) The Superintending Engineer, Investigation & Planning Circle-I, Jalasampad Bhawan, Salt Lake City, Kolkata.
- 3) The Superintending Engineer, North Irrigation Circle II, Berhampore, Murshidabad.

Executive Engineer
Investigation & Planning Division(Central)
Berhampore, Murshidabad

Copy Submitted for favour of his kind information to

Memo No. :

Date:

- 1) The Sabhadhipati, Murshidabad Zilla Parishad, Berhampore, Murshidabad
- 2) The Chairman, Berhampore Municipality, Berhampore, Murshidabad.
- 3) The District Magistrate, Berhampore, Murshidabad

Executive Engineer
Investigation & Planning Division(Central)
Berhampore, Murshidabad

Memo No. :

Date:

Copy forwarded for favour of his information and wide circulation by display through his office notice board to the:

- 1) The Executive Engineer, Berhampore Irrigation Division/Ganga anti erosion Division II, Berhampore, Murshidabad/Ganga anti erosion Division I, Jangipure, Murshidabad.
- 2) The Sub-Divisional Officer, Berhampore Sadar/Kandi/Jangipur/Domkol/Lalbagh, Murshidabad.
- 3) The Sub-Divisional Officer, Investigation & Planning Sub-Division(Central)No.I., Berhampore.
- 4) Notice Board of Investigation & Planning Division(Central), Berhampore.
- 5) The Divisional Estimator of Investigation & Planning Division(Central).
- 6) The Accounts Section of Investigation & Planning Division(Central), Berhampore.
- 7) The Secretary, Murshidabad Contractors Association, Berhampore.
- 8) The District Information Officer, Berhampore.
- 9) The Director, Information cultural affairs and public relation Deptt, Govt of W.B. Writer's Building, Kolkata-1.(in duplicate).

Executive Engineer
Investigation & Planning Division(Central)
Berhampore, Murshidabad

BID / TENDER FOR THE JOB.

I / We hereby tender for placement of vehicle on hire-basis for the Governor for rendering service as specified in the under written memorandum within the time specified and for the period specified in such memorandum at the rate specified therein, and in accordance in all respects with all annexed terms and conditions and also all other respects in accordance with such condition so far as applicable.

MEMORANDUM.

- a) General Description of Job :
for which the vehicle to
be hired.
- b) BRAND NAME OF THE :
VEHICLE
- c) YEAR of manufacturing :
- d) i) Registration No :

ii) Authority with whom :
registered

iii) Date of registration :

iv) Registration Valid up to :
- e) NAME OF OWNER :
(in block letters)
- f) Permanent address :
Road / Locality/Village/Town.
P.S. Post Office
District PIN Code
- g) Present address :
Road / Locality/Village/Town
P.S. Post Office PIN Code
- Telephone No. Mobile No.
- h) PAN card no.....
- i) * Bank Account no.(Must be Nationalised Bank).....
Name of Bank..... Branch.....

* The above bank deatail is mandatory to participate above quotation.

- h) **STATUS OF VEHICLE** :
- i) Reference to carriage contract Permit. :
 - ii) Area of operation permitted :
 - iii) Permit Valid upto :
- i) Information regarding Insurance.
- i) Insured with the Agency :
 - ii) Period covered :
 - iii) Nature of Insurance :
- j) Earnest Money :
- k) Period of Contract : ONE YEAR.
- l) OFFER :

I / We do hereby agree to place above mentioned vehicle for rendering service / performing duties in full satisfaction on hire basis @ Rs. (Rupees.....) only per month in all.

Dated the Day of

Witness

Address

Occupation

Signature of Quotationer/Bidder.
Name in full
(in BLOCK letters).

[**N.B.** The Quotationer / Bidder will have to submit attested copies of relevant documents in support of information given for Sl. (d), (h) and (i) with this Quotation / Bid.]

Should this quotation / tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default there of to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions.

I/We do also hereby declare that the information given in the memorandum are true in all respects to the best of my/our knowledge and having possession of valid carriage contract permit to lend the vehicle on hire basis from the competent authority of the government under relevant and prevailing Motor Vehicle Act do hereby exercise the quotation/bid and also I / We do declare that in the event of anything found incorrect and insufficient to the requisite qualification of placement of the vehicle on hire basis under any rule/ law, my /our quotation / bid (offer) shall be liable for summarily rejection and I / We shall remain liable to commensurate any/ all loss, if any, sustained by the Government for such demerits / defaults and / or incompleteness etc.

Dated the day of Signature of the Quotationer /
Bidder(s)
Name :

The above Tender/Quotation is hereby accepted by me for and on behalf of the Governor of the State of West Bengal.

Dated the..... day of

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT.

Clause: 1. ALTERATIONS IN SPECIFICATION OF DUTIES.

The Employer shall have power to make any alterations in omissions from additions to or substitutions for, the original specifications of duties that may appear to him to be necessary during currency of this contract and the contractor shall be bound to render service of the vehicle in accordance with any instructions which may be given to him in writing signed by the Employer and such alterations, omissions, additions, or substitutions, shall not invalidate the contract but shall be deemed to have formed as duties in original tender and any altered, additional, or substituted duties which the contractor may be directed to do in the manner above specified as part of the duties shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the original duties and no additional claim for such additions, alterations or substitutions in duties will be entertained.

Clause: 2. NO COMPENSATION FOR RESTRICTION IN SERVICE.

If at any time after execution of this contract and/or during performance of duties the governor shall for any reason whatsoever not require the service of the vehicle for the whole period as specified in the tender to be carried out, the Employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from rendering service of the vehicle for full period, but which he did not derive consequent upon not having been allowed to render service for the full period.

Clause: 3. CONTRACTOR'S LIABILITY FOR VALIDITY OF REGISTRATION AND CARRIAGE CONTRACT PERMIT ETC.

The contractor shall be liable to comply with the provisions of extension of period of validity of registration and/or carriage contract permit and also to pay all kind of Taxes/Insurance premium well in advance if so requires and become due/payable at any period during currency of the contract and he shall inform the employer in writing of such action of compliance

In the event of his failure to do so the Employer shall have the power to rescind the contract by giving notice to the contractor in writing and in such event the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government.

Clause : 4. VALIDITY PERIOD OF CONTRACT.

The Contract will remain valid for one years (i.e. for twelve months) from the date placement of vehicle for rendering service after issuance of acceptance letter.

Clause: 5. EXTENSION OF CONTRACTUAL PERIOD.

The period of Contract beyond the specified one year may be extended for another period of twelve months on same terms and conditions as well as rate should such extension is mutually agreed upon by both the parties (i.e. the employer and the contractor) ; But in all cases and for all purpose such extension should be considered on written agreement.

Clause: 6. DUTY HOURS.

Duty hours means the usual office hours of the Government of West Bengal. The vehicle will be used for performing duties in relation to inspection of Govt. works at different corners of the district and also for other official duties at various places, so the vehicle will be treated as on duty for twenty- four hours; And therefore, the vehicle should be kept ready for duty at any time as and when required by the employer, and that too even for Sundays and other holidays.

Clause: 7. EARMARKING OF VEHICLE.

The vehicle should permanently be earmarked with suitable caption both on front and back as would be advised by the employer, so as to ensure its proper identification during duty hours; However, such identification mark should not be allowed to be removed at any hours during contractual period.

Clause: 8. ABSENCE FROM DUTY AND REPLACEMENT OF VEHICLE.

In any case the vehicle under any unforeseen reasons is found incapable of rendering service for temporary disorder which requires repair and maintenance, the owner will in such event be liable to report such absence in writing to the employer and he will also be liable to place another vehicle of same status and standard to perform the duties during such period of absence. Failure to make such replacement will lead the contractor to pay compensation as per provision of Clause 10 herein under.

Clause: 9. UNAUTHORISED ABSENCE AND COMPENSATION PAYABLE THEREIN.

The period of absence from duty save and except for any reasons as stated in Clause-9 herein above will be treated as unauthorised absence from duties.

Similarly if the Contractors(s)/owner(s) uses the vehicle for self service and/or for any other purpose and/or by any other person(s) without specific permission from the employer, the period of such performance will be treated as unauthorised absence from duties;

In all such event of unauthorised absence the contractor will remain liable to pay compensation at the rate of one hundred and fifty percent of the daily rate to be calculated on average basis of accepted monthly rate of hire charges while the hire-charges for such period will not be allowed. And such compensation will be deducted from the hire charges bill of relevant month and/or other dues as would be found available, if not otherwise remitted by the contractor.

Clasue:10. APPOINTMENT OF DRIVER, AND HIS DUTIES.

The Contractor will appoint at his own cost a qualified, bonafide and well experienced, driver having appropriate valid licence from completent authority to drive the vehicle.

To ensure such appointment the contractor will submit the following inform in writing to the employer;

- i) Name of Driver :
- ii) Present Address :
- iii) Permanent Address :
- iv) Educational Qualification :
- v) Ref. to Licence :
- vi) Age on date :
- vii) General health condition :

In case the regular driver remain absence from duties for any reasons, the point should forthwith be reported to the employer and/or his authorised official by the contractor who simultaneously will appoint appropriately another driver having same qualification as the regular one. The Driver should possess all possible quality of a gentleman with active and energetic habit and good moral. The driver will also be liable to see that the duty performed by him is only the authorised Govt. duty under instruction of employer and/or his authorised official. He will also look into the matter of

regular maintenance of log-book as per instruction of the employer and/or his authorised official. The employer and/or his authorised official will by no means be responsible for any misconduct and/or cognizable offence committed by the driver at any level and/or hours, for reasons what so ever. Moreover, the employer and/or his authorised official will by no means be responsible for any loss sustained by the contractor in improper handling/running/maintaining the vehicle by the driver and/or by its misuse and/or misuse of fuel and lubricants issued for the vehicle.

The driver will be the active representative of the contractor and thus be liable to abide by all instructions of the employer and/or his authorised official during duty hours. The employer shall have the power to advise the contractor by giving a notice in writing to him to replace the driver in the event of any misconduct and/or a kind of in efficiency/incapability in performing the duty effectively is found on the part of the driver and it will be obligatory to the contractor to appoint another driver immediately, failing which the employer shall have the power to rescind the contract forthwith by giving another notice in writing to the contractor and to forfeit the performance Security deposit in full and to take it absolutely at the disposal of the government (the decision of the employer in such even will be final and conclusive).

Clause: 11. MAINTENANCE OF LOG-BOOK.

Log-Book will be considered as the key document in recording all duties as well as absence from duty and issue of fuel and lubricants for running the vehicle. Any thing recorded otherwise in any record other than the authenticated log-book will have no cognizance for any reasons what so ever. As such authenticated log-book in appropriate form will be issued by the employer and/or his authorised official in two sets for use (one for odd months and another for even months).

Every journey should be kept recorded by the official used the vehicle immediately after completion of the journey and the driver will place/submit the log-book to the official to note the journey as soon as the journey is completed.

Similarly all fuels and lubricants should immediately be noted in the log-book as will be purchased by the owner himself.

Log-Book will be treated as Govt. property and during duty-hours it would remain under possession of the driver who will exclusively be responsible for its well keeping and safety and security. At the closing hour of the day it should be handed over to the employer and/or his authorised official by the driver.

Clause: 12. BILLS TO BE SUBMITTED MONTHLY:

Separate bill for hire charges and fuel & lubricant (in duplicate) in prescribed format as annexed herewith and in appropriate letter head shall be submitted by the contractor each month on or before the date fixed by the Employer for duties performed in the previous month and the employer shall take or cause to be taken the requisite assessment for the purpose of having the same verified from the log book and other relevant records and the claim as far as admissible adjusted, if possible, before expiry of 30 (thirty) days from the date of presentation of the bill to the employer. In case of non availability of fund and/or any other predicament /constraints /financial hardship such payment may be deffered for 90 (ninety days) from the date of presentation of the bill, for which no extra claim in shape of interest and/or other charges will be entertained.

Presentation of bill will mean presentation before the employer who will act as the paying officer against this contract.

Clause: 13.**FUELS AND LUBRICANTS SUPPLIED BY GOVERNMENT.**

The fuel and lubricants required for the purpose of journey to be performed for duty will be supplied by the employer . Such supply will be made from the point of local dealers /supplier only on issuance of duly authenticated notes and the driver of the vehicle on behalf of the contractor will receive the fuels and lubricants putting his dated signature on the notes/slip as evidence of receipt. All such fuel and lubricants will strictly be used for bonafide running of the vehicle and any loss/misuse of fuel and lubricants detected at any stage, will have to be compensated by the contractor forthwith; and in the event of failure to pay such compensation the cost thereof (as per prevailing market rate) will be recovered from the available dues and other security deposit as per discretion of the employer.

Similarly fuels and lubricants consumed in excess of standard approved contractual rate of consumption as annexed herewith for reasons whatsoever will be considered as misuse and the cost thereof will not be considered for payment.

Clause: 14.**TANK BALANCE OF FUEL AND LUBRICANTS.**

Fuels and lubricants issued time to time of a month as per actual requirement will be taken into account to work out actual consumption of a month before giving consideration for the claim for hire charges and at that time a reasonable quantity of 10(ten) litres of DIESEL (being maximum limit) may be considered as tank balance on the last day of the month or the last journey during the month for any good reason to be decided by the employer, The quantity found in excess of the maximum limit of 10(ten) litres will be considered as misused and cost thereof will of course be recovered as per provision of Clause 14 above.

However, the contractor will be duty bound to provided 10(ten) litres of DIESEL and proportionate quantity of mobil and other lubricants to initiate every journey which in course will be reimbursed by issue of fuels and lubricants by the Govt. while final consumption will be worked out at the end of a month.

Clause: 15.**MAINTENANCE OF VEHICLE.**

The contractor shall be responsible for and take proper care and caution for well maintenance of the vehicle at his own cost so as to keep the same ready to perform the allotted duty regularly without hinderance. To ensure such up keep ment the idle hour of the day may be utilized and the programme for repair and maintenance job should, therefore, be chalked out so judiciously in consultation with the employer and /or his authorised official well in advance as would not normally disturb the duty hours; of course in case of any major repair and maintenance the contractor shall take immediate effective step to place another suitable vehicle as per provision of Clause-9 of this contract.

Clause: 16.**THE CONTRACT NOT BE SUB-LET.**

The contract shall not be assigned or sublet without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt to do so or if any bribe, gravity, gift loan , perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to his office or employment or if any such officer or person shall become in any directly or indirectly interested in the contractor, the employer may thereupon by notice in writing rescind the contract and the performance security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and in addition the contractor shall not be entitled to recover or be paid for the service rendered/performed (but not paid) under the contract.

Clause: 18. SUM PAYABLE BY WAY OF COMPENSATION.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause: 19. CHANGE IN CONSTITUTION OF A FIRM.

In case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the employer for his information.

Clause: 20. CLAIM FOR ENHANCEMENT OF RATE.

No claim by the contractor for enhancement of rates already accepted as monthly hire charges will be entertained by the government during currency of this contract for enhanced rates of Tax payable or escalation in the maintenance cost or other contingency or any other price hike in the market for reasons what so ever.

Clause: 21. PROVISION OF ACT TO BE COMPLETED WITH BY CONTRACTOR.

The contractor shall be liable to comply with the provisions of all relevant Acts like Motor Vehicle Act, Minimum Wages Act, Employer Liabilities Act etc. so far as such Acts are concerned in the context of this contract.

Income Tax and other tax as notified by competent authority will be deducted from the bill / claim at the prescribed rate.

Clause:22. ARRANGEMENT OF GARAGE TO KEEP THE VEHICLE.

The contractor shall make arrangement for a suitable garage at his own cost to keep the vehicle therein and the distance of the garage should be within 1(one) K.M. from the Originating point of duty, i.e. the office of the Employer and/or official of his authorised official. Of course, in such event he will be entitled to have the fuels and lubricants for this journey (to and fro) upto maximum limit of 1(one) K.M. for each such journey. Distance beyond 1(one) K.M. of Garage from office being more than 1(one) K.M. for any compelling reasons will have to be covered by the contractor at his own cost.

However, the Employer and/or his authorised officials shall have power to ask the contractor to keep the vehicle in any official garage and the contractor will be bound to abide by such instruction. And in such event the question of safety and security of the vehicle will have to dealt with by the contractor himself judiciously and the employer shall by no means be liable for any loss and/or damage caused to the vehicle in the event of keeping it in Govt./ Official garage.

Clause:23.

INTERPRETATION CLAUSE.

- (a) Government means : Government of West Bengal.
- (b) Governor means : The Governor of West Bengal.
- (C)Employer means : The Executive Engineer, Investigation & planning Division (C).
- (d) Service/ Duty / Job means : To allow to use the vehicle hired by the employer to perform Official duties by him and/or his any other Govt. official under his instruction.
- (e) Year means : Twelve months of English calendar.
- (f) Month means : Month of English calendar.

**SCHEDULE SHOWING FUELS AND LUBRICANTS TO BE SUPPLIED BY
CONTRACTOR/AGENCY TO RUN THE VEHICLE VIS-À-VIS APPROVED RATE OF
CONSUMPTION THEREOF.**

Sl. No	Particulars	Approved Rates of consumption	Place of Delivery.
1.	DIESEL (Ordinary Grade)	1 (one) litre per 10(TEN) K.M.	From any authorised local dealer or other authorised agent and authenticated cash memo duly signed by the Agency must be produced along with repective Bill/Claim.
2.	MOBILE (Ordinary Grade)	1 (one) litre per 500 K.M.	

The payment of the vehicle will be made following Transport Dept.'s order no.3564-WT/3M-81/98 dt.24.11.2008 subject to availability of fund.

Signature of Contractor.

Signature of Executive Engineer.