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Jharkhand State Cooperative Bank Ltd, Ranchi

3rd Floor The Agriculture Marketing Board's Building, Itki Road, Hehal, Ranchi- 834005

INVITATION OF TECHNICAL AND COMMERCIAL BIDS FOR HIRING COMMERCIAL VEHICLES

BIDDING DOCUMENT

(To be used for furnishing bids by the eligible firms)

Tender Ref. No. :- JSCB/07/2014

Address for communication:

***Jharkhand State Cooperative Bank Limited
3rd Floor, Agriculture Marketing Board's Building,
Itki Road, Hehal, Ranchi - 834005
Phone / Fax : 0651-2510283
e-mail ID:- mdjscb@gmail.com***

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SECTION -I

INVITATION FOR BIDS (IFB)

Bid Ref. No.: JSCB/07/2014

Jharkhand State Cooperative Bank Ltd. (JSCB) invites sealed Technical & Commercial Bids for hiring of Commercial Vehicle only on monthly basis as given below :

| S.No. | Name of Vehicle | EMD | No of Vehicle | Model |
|-------|----------------------|----------|---------------|---------------|
| 1. | Tata Indigo (Non AC) | } 5000/- | One | 2011 or later |
| 2. | Tata Indigo (AC) | | One | 2011 or later |
| 3. | Innova/Safari (AC) | | One | 2011 or later |

A complete set of tender documents can be downloaded from www.jharkhand.gov.in. A non-refundable tender fee of amount as mentioned below through a Demand Draft drawn in favour of CEO, JSCB payable at Ranchi should be enclosed with the bid document at the time of submission.

The summary of various activities with regard to this invitation of bids are listed in the table below:

| S.No. | Bid Reference No. | JSCB/07/2014 |
|-------|--|--|
| 1. | Price of Tender Document | Rs. 500/- |
| 2. | Date of commencement of download of Tender Documents | 31.03.2014 11:00 AM |
| 3. | Last date & Time for submission of Bids | 15.04.2014 3:00 PM |
| 4. | Date & Time of opening of bids (Fee/Pre-Qualification/Technical) | 16.04.2014 3:00 PM |
| 5. | Date and Time of opening of bids (commercial) | To be announced later |
| 6. | Venue of bid opening | Jharkhand State Cooperative Bank Ltd. 3 rd Floor, Agriculture Marketing Board's Building Itki Road, Hehal , Ranchi - 834005 |
| 7. | Address for submission of bids | Jharkhand State Cooperative Bank Ltd. 3 rd Floor, Agriculture Marketing Board's Building Itki Road, Hehal , Ranchi - 834005 |
| 8. | Contact Person | CEO, JSCB |
| 9. | Phone/Fax No. | 0651-2510283 |
| 10. | e-mail Id | mdjscb@gmail.com |

Note :- This tender is for HIRING OF COMMERCIAL VEHICLES ONLY.



(B. Nath)
CEO, JSCB

SECTION II

ELIGIBILITY CRITERIA OF BIDDERS

1. Should be registered under the appropriate authority. Registration certificate should be attached.
2. Should have the experience of providing commercial vehicles to any reputed organization/Govt. Deptt./Banks/PSUs for atleast a year. Proof to this effect to be attached with Technical Bid.
3. Should have the annual turnover not less than Rs. 3,00,000/- during the year 2012-13 and should attach with the Technical Bid a copy of the Balance Sheet/Income tax return.
4. Should have its own PAN. Copy of the same should be attached along with copy of Income Tax clearance up to 2012-13.
5. Should have a valid Service Tax Registration Number and copy of the same is to be attached with the Technical Bid. Copy of Service Tax clearance up to 2012-13 should also be attached.
6. The tenderer should submit an undertaking with the Technical Bid that he or his firm has not been black listed by any Organization/Government Department on the date of submission of this bid.
7. The tenderer should be able to supply commercially registered vehicles not older than 2011 models as per requirement. An undertaking in this regard should be submitted.

SECTION III

BID SUBMISSION PROCESS

- a. It will be a three envelope bid comprising of fee bid, technical bid and commercial bid.
- b. All three inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information –
 - 1 Type of Bid (Fee, Technical or Commercial)**
 - 2 Tender Reference Number**
 - 3 Name of Bidder**
 - 4. Contact No./e-mail id**
- c. **First envelope** shall be marked as Envelope No. 1 “Fee Bid Envelope” and shall contain:
 - Demand Draft for Tender Cost and Earnest Money Deposit (EMD).
- d. **Second envelope** shall be marked as Envelope No. 2 “Technical Bid Envelope” and shall contain
 - The documents establishing Bidder’s eligibility, qualifications and conformity mentioned in Tender Document.
- e. **Third envelope** shall be marked as Envelope No. 3 “Commercial Bid Envelope” which will contain only price schedule in the prescribed Proforma in Annexure 1.
- f. Each of the above three envelopes are to be placed in a single sealed cover scribing **“TENDER FOR HIRING OF VEHICLES”**.
- g. The cover so prepared should clearly indicate the name and address of the tenderer, so that in the event of being declared late it can be returned unopened.
- h. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid should support the latter authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- i. Any interlineations, erasures or overwriting shall be valid only if they are signed by the person(s) signing the bid. The bid will be summarily rejected if all the documents mentioned in the tender document are not enclosed in bid.

SECTION IV

INSTRUCTION TO BIDDERS

1. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.
2. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. Bidder submitting a bid would be presumed to have considered and accepted all the Terms & Conditions.
4. Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the tendering authority as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidders consent to an extension of the period of validity .The request and response thereto shall be made in writing.
5. All Bids must be accompanied by a fresh Earnest Money Deposit (EMD) of amount Rs. 5,000/- (Rupees Five Thousand Only) and a non-refundable Tender Cost of Rs. 500/- (Rupees Five Hundred Only). The EMD and Tender Cost must be submitted by means of Demand Draft drawn in favour of the CEO, JSCB payable at Ranchi. No other mode of payment is acceptable. **No exemption from filling of either EMD or Tender Cost shall be allowed, even to PSUs and/or Co-operative Organizations.**
6. No interest shall be payable on Earnest Money by JSCB.
7. The EMD may be forfeited if a bidder withdraws its Tender during the period of bid validity or in case of a successful bidder, if the bidder fails to:
 - a. sign the contract in accordance with the terms and conditions, or
 - b. furnish performance security as specified in the terms and conditions
8. A prospective Bidder requiring any clarification of the bidding documents may notify the Tendering Authority in writing at the Tendering Authorities address indicated in the Invitation for Bids. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the Tender.
9. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document. The amendment, if any, will also be posted on website www.jharkhand.gov.in and will be binding on all bidders. Bidders must ensure that such clarifications have been considered by them before submitting the bid. JSCB will not have any responsibility in case some omission is done by any bidder.
10. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority, shall be in English only.
11. If the envelopes containing bids are not sealed and marked properly, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.
12. Telex, cable or facsimile bids will be rejected.
13. Prices shall be quoted in Indian Rupees Only. Quotation must be unconditional.
14. The Commercial Offer shall be on a fixed price basis, inclusive of all other charges e.g. Service, Labour, handling, etc. but exclusive of Service Tax. The quoted rate must also include payment of Driver (provided along with the vehicle). Price quotation accompanied by vague and conditional expressions

such as "subject to immediate acceptance", "subject to confirmation ", etc. will be treated as being at variance and shall be liable for rejection.

- 15.** Bids must be received by The Tendering Authority either by hand or by post at the address, not later than the time and date specified in the Invitation for Bids (Section-I). In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.
- 16.** The Tendering Authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.
- 17.** Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.
- 18.** No bids will be allowed for withdrawal at any time.
- 19.** The Tendering Authority reserves the right to accept or reject any Tender offer, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Tendering Authority's of user's action.
- 20.** The Tendering Authority shall be under no obligation to accept the lowest or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete offers, without assigning any reason whatsoever. The Tendering Authority reserves the right to make any changes in the terms and conditions . The Tendering Authority will not be obliged to meet and have discussions with any Bidder, and / or to give a hearing on their representations.
- 21.** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.
- 22.** The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.
- 23.** Bid Evaluation Criteria:- Among eligible bidders, the Department Tender Evaluation committee shall select the bidders who are charging lowest rates for a month (10x30hours/60x30kilometers). The tendering authority will inform the successful bidder through a Letter of Intent (LoI).
- 24.** Similarly, in case the Service being offered has deviations from the specifications laid down in the tender, the tender shall describe in what respect and to what extent the Service offered differ/deviate from the specifications, even though the deviations may not be very material. Tenderer must state categorically whether or not his offer conforms to tender specification and indicate any deviations, if any.
- 25.** The rate contract for hiring of vehicles shall be valid initially for ONE YEAR and the JSCB reserved the right to curtail or extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the bidder.
- 26.** The bidder should take care that the number, rate and amount should be written in such a way that the interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejections.
- 27.** Any person who is in Govt. service, or an employee of this Corporation should not be made partner to the contract by the bidder or directly or indirectly in any manner whatsoever.
- 28.** The Company or any other person is not permitted to TENDER for works in JSCB in which his/her near relative (s) is (are) posted.

SECTION V

TERMS & CONDITIONS

1. Payment Terms:

The payment shall be made monthly, on submission of the bills after the satisfactory completion of the work assigned, and the lowest rate approved after deducting penalties if any.

2. The successful bidder shall have to sign an agreement within 15 days of issue of letter of intent (LoI).
3. The successful bidder shall have to submit Performance Guarantee of Rs. 10,000/- (Rupees Ten Thousand only) by way of Bank Guarantee for successful performance during contract period in favour of CEO, JSCB within 30 days of issue of LoI.
4. The Performance Security shall be valid for a period of 60 days after the expiry of full tenure of the contract and beyond the completion of all contractual obligations arising out of this tender and agreement thereto.
5. The vehicles provided by the bidder shall bear **Commercial Registration Number of Jharkhand** and should have **comprehensive insurance cover**.
6. Drivers provided with the vehicle should be well behaved and shall have valid **commercial driving licensed**.
7. The vehicle provided should be in good running condition. JSCB at any time can inspect the roadworthiness of the vehicles. The Model and Date of the Registration of the vehicles should be of the year 2011 or thereafter.
8. The Successful bidder will have to submit a copy of Registration Certificate, copy of the insurance cover of the vehicle and latest tax clearance certificate of the vehicle to be provided along with the Bio-Data and copy of Driving License of the Driver within 15 days of receipt of Letter of Intent (LoI).
9. The bidder will be responsible for total maintenance of hired vehicles, providing his own manpower and payment to their man-power.
10. The bidder shall not engage any Sub-Contractor or transfer the contract to any other person in any manner. The bidder shall not be permitted to transfer their right and obligations under contract to any other organizations or otherwise.
11. The bidder will work under the overall supervision/direction of CEO, JSCB, Jharkhand or any other officer as may be specified by the CEO, JSCB.
12. The number of vehicles can be increased or decreased on one day's Notice. The bidder will provide the vehicles as per the actual requirement.
13. The concerned Drivers will maintain a Log Book of each vehicle and the monthly bill will be processed on production of it.
14. The vehicle will be used normally during 09:00 am to 07:00 pm., but in special cases the hour may vary. No separate charge for this would be paid.
15. **Night Detention Charges will NOT** be payable for local duties.
16. The bidder's staff/vehicle shall be available all the time as per their duty roaster and they shall not leave their place of duty without prior permission. The bidder shall provide immediate replacement to take place of driver/vehicle, who is not available for duty at the place of posting.

17. JSCB shall have the right to ask for the removal of vehicle of the agency, not found in proper working order and/or the driver found incompetent.

18. Charges for Extra per Kilometer permissible only when the distance exceeds 60x30=1800 Kilometers. Charges for extra hours permissible only when the time duration exceeds 10x30=300 hours and **only one charge will be payable** i.e. hourly or kilometer charge, whichever is **more**.

19. **Charges for Extra Hour or kilometer will be calculated from the quoted monthly rate on average basis.**

20. Penalties

- a. For not maintaining the Log Book Rs. 1000/- per default.
- b. For not providing the vehicle on time Rs. 100/- per hour of delay.
- c. For misbehaving on part of driver Rs. 1000/- per default.
- d. Rs. 1000/- per default for not providing the substitute vehicle in case of Breakdown while on duty.
- e. Penalty for not providing the vehicle/substitute vehicle will be levied at the double rate of the rate of which the vehicle has been hired.
- f. For violation of any of the conditions of the contract: Termination of contract and /or Rs. 1000/- per default.
- g. In the event of any breach/violation/Contravention/impairment of any terms and conditions, 20% of the bill amount for the months will be deducted. In case the mistake is repeated or the tenderer withdraws the contract, Performance Security shall be forfeited in the event of breach/violation/ contravention of the contract.

21. In the event of any breach/ violation/ contravention/ impairment of any terms and conditions, a part or full amount of Performance Guarantee will be forfeited. If the contractor fails to perform the obligations under the Contract or in the case of termination of contract for default or if any information furnished by the Contractor obligations is found false the Performance Security shall be forfeited.

22. JSCB reserves the right to carry out post payment audit and / or technical examination of the final bill including all supporting vouchers, abstract etc. JSCB further reserves the right to enforce recovery of any overpayment whenever detected after expiry of the contract/ agreement.

23. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the bidder or alleged to have been done by the bidder under the tender/ agreement/ contract, it shall be recovered by the JSCB from the bidder by any or all the methods prescribed above or through a Court of Law as the situation warrants.

24. The Contracting bidder shall indemnify the JSCB against all other damages/ charges and expenses for which the JSCB held liable or pays on account of the negligence of the bidder or his servants or any person under its control whether in respect of accident injury to the person or damages to the property or any member of the public or in executing the work or otherwise and against all claims and demands thereof.

25. Termination of Tender

- a. JSCB reserve the right to terminate the contract without assigning any reason at any time of its intention to do so and on the expiry of the said period of notice. The contract/ Agreement shall come to an end without prejudice to any right or remedy that may be accrued to the concerned parties of this Contract/ Agreement.
- b. If any information furnished by the bidder is found to be incorrect or false at any time the Tender/ Contract/ Agreement, the bank guarantee shall be liable to be forfeited.

- c. In case the Contracting bidder wants to terminate the Tender/ Contract/ Agreement, it shall have to give three calendar month's notice in advance to this effect to the JSCB.

ANNEXURE – I

BID PRICE FORM

Schedule of Prices for Hiring of Commercial Vehicle for JSCB as specified in Specifications and Bidding Documents (tender ref. No. – JSCB/07/2014)

Financial Bid

Tender's Name & Address:- _____

To
The CEO,
JSCB, Ranchi

| Item | Tata Indigo (Non-AC) |
|---|-----------------------------|
| Charges for a month @ 10Hrs/60Kilometer Per Day | |

| Item | Tata Indigo (AC) |
|---|-------------------------|
| Charges for a month @ 10Hrs/60Kilometer Per Day | |

| Item | Innova / Safari (AC) |
|---|-----------------------------|
| Charges for a month @ 10Hrs/60Kilometer Per Day | |

Note:- The prices quoted in the Tender should be INCLUSIVE of all other Charges e.g. Service, Labour, handing, etc. but exclusive of Service Tax. It must also include payment to Driver provided along with the vehicle.

Signature of the Bidder
Name of the Bidder
Seal of the Firm

ANNEXURE - II

Certificate on Non-Participation of near Relatives in the Tender

(As required under Section – IV clause – 28 of Bid-Documents)

CERTIFICATE

I _____ S/o _____
R/O _____ hereby certify that none of my relatives(s) as defined in
Section -III clause -30 of TENDER document is/are in JSCB as per details given in TENDER document. In
case at any stage, it is found that the information given by me is false/in-correct, JSCB shall have the
absolute right to take any action as deemed fit/without any prior information to me.

Signed _____
For and on behalf of the bidder
Name (caps) _____
Position _____
Date _____

ANNEXURE - III

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To

The CEO,
JSCB, Ranchi

Subject:- Authorization for attending bid opening on _____ (Date) in the tender of

Following person are hereby authorized to attend the bid opening for the mentioned above on behalf of _____ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signatures |
|---------------------|------|---------------------|
|---------------------|------|---------------------|

I.

II.

Alternate Representative

Signature of Bidder

Or

Officer Authorized to sign the bid
Documents on behalf of the Bidder

Note :- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.