

**North Eastern Coalfields
Coal India Ltd.
Margherita**

Detailed Tender Notice.

Ref. No. Dy.CE(X)/Vehicle hire/09/ 98

Date: 06.11.09

Sub: Hiring of one 52 Seater School Bus

Sealed tenders are invited in two cover system from the interested transporters/bus owners for providing 1(one) no. New 52 seater School bus for 3 (three) years on hire basis to North Eastern Coalfields, Coal India Limited, Margherita. The vehicle should be new and not procured before August'2009 (refer Clause no.3 of T&C). For carrying out the above work in accordance with CIL's general conditions of contract, Standard specifications, Extent of work, special instruction to Bidders, Instructions & specifications are appended as below/subsequent pages & annexure. The party should have the capability to fulfil all the conditions laid by NEC as mentioned in this tender document.

1. "If there is holiday/closed /Bandh day on the opening date of the tender, the tender will be opened on the next working day at the same time. Closing date for submission of the tender will not be extended under normal circumstances."
2. Tender issuing authority is not responsible for the delay/non-receipt of tender document by the recipient in case of tender notice/tender document sent by post/courier.
3. Item wise rate to be quoted as per Format mentioned in clause no. 41.
4. Cost of tender document (Non-refundable) to be paid in cash or by A/C payee DD/BC payable at SBI/UBI and PNB, Margherita drawn in favour of "Coal India Limited".
5. Earnest Money to be deposited as mentioned in the tender notice.
6. Bidders may provide reference of EMD in the box given below:

7. Sale period of Tender Documents : 09.11.09 to 18.11.09 up to 3.00 p.m.
Closing date (For submission) : 19.11.09 at 3.00 p.m
Opening date : 20.11.09 at 3.30 p.m
8. **Tender should** be submitted in closed cover (sealed with Wax) clearly superscribing on the outer cover- 'Tender No. and closing date/opening date, time & description of the work' and to be dropped in the tender box kept near Dy.Chief Engineer's office at Chief General Manager's office Complex, Margherita on or before the closing date and time mentioned in the notice.
9. All the materials, equipments, tools etc. for execution, completion & maintenance of the work shall be supplied by the Contractor except as mentioned in the tender documents.
10. Any other information regarding the work can be obtained from the office of Dy.Chief Engineer (E&M/EXCV)/Superintending Engineer (Regional Workshop).
Validity of offer is 6(six) months. Period of hiring shall be 36 months from the date of issue of work order.
Tender shall be addressed to the Dy.Chief Engineer (E&M/EXCV), Coal India Limited, Margherita.

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11. Quotations that are clearly written, duly filled in, signed & stamped as indicated and free from overwriting, mutilation shall only be considered. However, if any correction & alternation is required on the bid, may be allowed by cutting & rewriting and authenticating by signing in full by the Bidder with date. Erasing (using correction pen/ink) or overwriting is not permissible.
12. No tender or amendment or conditions/stipulations etc. will be accepted after the closing date and time.
13. CIL's RIGHT TO ACCEPT /REJECT BID(S)
Notwithstanding the stipulations in this bid document, CIL reserves the right to accept/reject any bid, part of it and to annul the bidding process and reject all bids at any time without assigning any reason at any stage without incurring any liability to the affected bidder(s).
14. Any effort by a Bidder to influence CIL in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract may result in the rejection of Bidder's bid.
15. CIL will not be obliged to award the contract to the lowest evaluated bidder if CIL apprehends that it will not be in the interest of CIL or the contract.

Standard Conditions & Instructions:

16. Contractor is deemed to have full knowledge about the nature and extent of work and he/they must follow the rules applicable for such job. Contractor must take all safety precautions for their workmen and should also follow the standard safety work procedure.
17. In the event contractor fails to complete the work satisfactorily, the work will be completed by some other agency and additional cost if any has to be borne by the Contractor.
18. Coal India Ltd. will not accept any liability for accident to Contractor's workmen and any compensation required to be paid to the Contractor's workmen has to be borne by the Contractor. The Contractor's workmen will not be entitled to get free medical assistance from the CIL.
19. It shall be the liability of the contractor to make payment of wages to their workers directly and not through any intermediaries or agents. The Contractor can of course, makes such payment through a full time Manager or Supervisor who is directly employed by the Contractor.
20. Contractor should ensure availability of him or his authorised representative personally within 2 hrs. time whenever required by CIL authorities.
21. The Contractor shall be responsible for payment of full wages regularly before seventh of each month to each worker employed by them in the work under this contract in accordance with the Contract Labour (Regulation & Abolition) Act. 1970 and Rules made there under.
22. Earnest money shall be forfeited if the bidder modifies his /their tender on their own or revokes the same after opening of tender during the validity period of the offer. The tender is liable to be rejected for failure to deposit earnest money in the manner aforesaid or for failure to furnish proof of having deposited earnest money along with the tender.
23. Any legal dispute shall be within the jurisdiction of the local court ('Margherita Court').
24. **Tendering** can be abandoned without assigning any reason, and no compensation will be paid for the efforts made by the bidder.

25. Validity: - On account of exigencies, if parties are asked to extend the validity of their offer, the same should be without any deviation including change in the prices. However, the parties would be allowed to withdraw the tender. If a party still deviates or changes price, its offer shall be rejected.
26. Penalty for violation of safety provisions (I) Violation of applicable safety, health & environment related norm a penalty of Rs. 5,000/- per occasion. (ii) Violation as above resulting in:
 Any physical injury, a penalty of 0.5% of the contract value (maximum of **Rs.2, 500/-** per injury in addition to Rs. 5,000/-
 Fatal accident, a penalty of 1% of the contract value per fatality in addition to Rs. 5,000/-.
- Engineer/Officer in charge shall ensure strict compliance of safety norms by the contractor. Engineer/Officer in charge shall also maintain a record of penalties/rewards awarded to the contractor and ensure its implementation.

Security Deposit:

The Bidder with whom the contract has been decided to be entered into and intimation is given will have to make a security deposit of 10% of the total contract value as Security Deposit. The security amount may be deposited or realised as below:

- (i) 25% of the total security deposit amount to be deposited immediately within 15 days of the issue of work order.
- (ii) Balance 75% of the total security amount will be realised from the subsequent monthly bills.

However, the party may deposit total security amount in one instalment within 15 days of the issue of the work order. EMD already deposited will be adjusted with security deposit.

If the lowest quoted rate is found higher than our existing rate, then the party may be called for negotiation to lower his rate as per our existing rate.

Terms & Conditions of the Contract:-

1. The CIL shall hire from the contractor one 52 seater school bus with driver(s) & conductor(s). The sitting capacity should be 52(fifty two) for school bus and are to be covered with foam cushions. The school bus provided should be of in yellow colour and completed in all respects as per Motor vehicle act and Supreme Court's guidelines.
2. The vehicle will be required continuously for a period of 3 years with normal 12 hrs. duty daily or as per requirement for school duty and contractor shall provide drivers & conductors accordingly.
3. The vehicle provided should be new or not procured before August'2009 for which the party should enclose documentary evidence in support of procurement of vehicle in his name, like copy of invoice (compulsory), proof of servicing rendered at authorised dealer for this vehicle after procurement, Copy of registration book, fitness certificate, road permit, pollution certificate, insurance etc. The engine run hour meter of this vehicle should not exceed 2,000hours. This vehicle shall only be considered after physical verification of the vehicle along with all documents as mentioned above. In this case the vehicle should be produced before opening the price bid for inspection & verification of original documents, date & time for which will be intimated in due course. The party should clearly mention in part-I (Technical bid) whether he will place brand new bus or bus already available with him & not procured before August'09.

4. The contractor shall place the vehicle within 30 days from the date of issue of work order. In case of failure to place the vehicle within 30 days, a grace period of subsequent 45 days may be sanctioned, but the contractor have to pay a lump sum amount of Rs. 2,000/- as penalty for the grace period. However, contractor may be allowed to provide good condition alternate bus for the grace period with penalty as a stop gap arrangement provided the bus is certified by concerned official & D.T.O. for using as school bus on temporary basis.
In case the contractor fails to place the vehicle within this period, the CIL reserves the right to cancel the contract and Earnest money/security money as the case may be deposited by the contractor will be forfeited.
5. The contractor shall maintain regular and efficient services to the satisfaction of department /staff authorised by the CIL where the vehicle will be attached.
The drivers & conductors provided by the contractor must possess (a) valid driving licence and (b) must be obedient and well behaved during duty hours and must not be under influence of intoxication of any kind, and while driving, the drivers must not smoke, or chew pan/betel nut. The driver & conductors should be provided with proper uniform and mobile set for communication purpose.
6. The driver should drive the vehicle at permissible speed limit, & they should ensure safety of school students during boarding & disembarkment from the bus and road crossings.
In case the driver is not available, the CIL reserves the right to operate the vehicle with CIL's driver having requisite valid license and in that case the contractor will allow driving of the vehicle by such driver as may be decided by the CIL.
7. The contractor shall ensure that all statutory documents such as Registration Book, Insurance etc. are retained in the vehicle all the time as required under Motor Vehicle Act. The contractor must provide First Aid Box & Fire Extinguishers failing which vehicle will not be accepted.
8. The contractors shall place the vehicle registered in his own name and payment of taxes such as Road tax, AGS tax, Insurance, permit etc. shall be kept up-dated throughout the contract period. Vehicle registered in name other than the contractor will not be accepted.
Any other taxes such as sales/works tax, service tax, levies as applicable from time to time shall have to be borne by the contractor. The tenderer shall quote the rates inclusive of all taxes, duties and levies.
9. The vehicle shall be licensed at contractor's cost at all times by appropriate Govt. authority to ply with All Assam Permit on contract basis to carry passengers as mentioned earlier including driver.
10. The contractor shall arrange the comprehensive insurance of the vehicle to be maintained throughout the contractual period, and exempt the CIL from any compensation, whatsoever claimed by any party arising out of damage or accident by the vehicle.
11. CIL can detail the service of the vehicle in any of the department or at any place notwithstanding whether the service is meant for a particular department at a particular place.
12. The right of the contractor to place the vehicle in service of the CIL shall be free from all financial and legal encumbrances. Should there be any interruption in the CIL services due to such implications, the contractor shall, on demand, fully compensate the CIL for loss incurred by the CIL.

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13. All persons employed by the contractor under this contract must observe the safety and security rules currently prevailing in the CIL areas or as amended in future and must take necessary precautions.
14. The vehicle will be exclusively used for CIL's duty and the contractor shall insure against all risks.
15. The contractor shall be responsible and shall absolve the CIL from any claim by a third party given in a judgement by a Court of Law or which may arise under Motor Vehicle Act, workmen Compensation Act, Payment of wages or Bonus Act or any other act or statute having bearing over the service/engagement of workmen directly or indirectly for the performance of service under this contract.
16. The contractor shall be responsible and shall bear the cost of any penalty or claim for damage or loss arising out of non-fulfilment of statutory requirement under Motor Vehicle Act of Motor Transport Act, 1964 etc.
17. During the period of the contract, the contractor shall not withdraw the vehicle from Services for any reason except in connection with repair. In case of repair, specific written consent of Dy.Chief Engineer (E&M/EXCV) is required, in such cases a good conditions suitable relief vehicle with valid Govt. documents must be placed in service.
18. The Transport Officer of the CIL or any other person authorised for the purpose shall have the power to call the vehicle for inspection at the CIL's Motor Garage on any day and the contractor must place the vehicle for inspection accordingly. Any defect observed contractor will be intimated and the contractor will be given reasonable period of time to repair the defects and produce the vehicle for re-inspection at the CIL's Motor Garage. On the recommendation of the Motor Garage, the Transport Officer shall issue the certificate of fitness of the vehicle for CIL duty.
19. In case of failure of the contractor to produce the vehicle for inspection on the schedule date under Clause 18, a penalty of Rs. 200/- only per day will be charged and will be deducted from the monthly bill of the vehicle.
20. The contractor shall place a relief vehicle in the department during the period of inspection or in the event of withdrawal of the same for repair as per Clause 18 mentioned above failing which the period will be recorded as absent from duty.
21. Fitness certificate issued by the CIL after such periodic inspection will become null and void in case the vehicle meets with an accident.
22. In case the contractor fails to produce the vehicle for re-inspection after repair, the CIL will impose a penalty of Rs. 200/- per day for each day till the vehicle is produced for re-inspection and fitness obtained.
Office-in-charge shall have the power to withdraw a vehicle from the CIL's service, in case re-inspection is not done within three days of the date fixed for re-inspection.
23. In case the vehicle remain absent from duty due to breakdown or any reason whatsoever, the contractor shall be required to provide a replacement within two hours from the time of such absence. In case the contractor fails to provide relief vehicle as aforesaid, CIL will deduct proportionate monthly fixed charge from the contractor's bill till the vehicle is placed on duty which will be counted from the time of absence of the vehicle. In addition to this, the contractor shall be liable to pay to the CIL a liquidated amount of Rs. 1500/- for non supply of the vehicle for full day as penalty. Also a liquidated damage will be imposed on pro-rata basis in case the vehicle remain absent for part of the day.

- In case, the CIL provides relief vehicle, the entire cost of such relief vehicle will be recovered from the contractor's bill.
24. Outstation allowance shall be paid only when a vehicle remains out of station for more than 8 hours. In case the out station period is more than 4 hours and less than 8 hours, 50% of the outstation allowance will be paid to the contractor. Outstation allowance shall be applicable if the vehicle is sent beyond Digboi.
 25. The contractor shall keep the kilometre recorder of the vehicle in perfect working condition all the time. Any defect of kilometre recorder will have to be repaired immediately by the contractor and to be countersigned by the person authorised by the Company. Kilometre run, if any during the period of repair will be recorded on approximate/average basis.
 26. The entire tyres including that of the spare wheel and the battery shall be in good running condition.
 27. Officer-in-charge of the Company (CIL) or any other member authorised for the purpose shall have the power to check the functioning of the kilometre recorder over a distance not exceeding five-kilometre.
 28. Should it be necessary to hire vehicle by the CIL due to failure of the contractor all expenses incurred by the CIL in connection with such arrangement will be recovered from the monthly bill of the vehicle of the contractor.
 29. The contractor must ensure that the persons not authorised by the CIL are not carried in the vehicle. In case they are detected carrying persons not authorised by the Company, the journey involved will be considered as unauthorised journey and no payment will be admissible for this journey, in addition to other actions, as the case may be taken by the Transport Officer.
 30. The contractor shall provide fuel lubricant, spares parts wheel etc. to the full satisfaction of the Company. Use of retreaded tyres is strictly prohibited.
 31. The contractor will ensure that the drivers & conductors engaged on Company duty are paid wages in time so that operational difficulties for non-payment of wages to the driver can be avoided.
The KM rate of the vehicle shall be considered on the fuel price on the date of award of contract and the rate escalation shall be considered on the increase or decrease of fuel price more or less than 5% of the fuel price on the contract awarded date on pro-rata basis. The calculation for price escalation shall be calculated as per the formula mentioned in clause no. 41. The contractor should accordingly produce the proof of increase or decrease of the fuel price immediately in the running bill. Supplementary bills on increase or decrease should be avoided as far as possible.
 32. The contractor should maintain log book for daily running of the vehicle this to be certified by the concerned authorised official of CIL. This copy of logbook for day to day running of the vehicle to be produced along with the bill for the purpose release of payment.

Any kilometre run on contractor's account i.e. for refuelling, repair etc. shall be excluded from the monthly bills.

33. Payment: The Company shall make final payment within 30 days for the services rendered in each calendar month on the basis of accepted rates.
34. The contractor shall make arrangement by himself or by his representative to keep contact everyday with Transport Officer or other staff or his office for any necessity involving the contract.

35. The Company's Officer-in-charge or his authorised representative shall have the power to:
- Ask the contractor to replace the vehicle immediately for any cause of unsatisfactory performance of the vehicle.
 - Ask the contractor to replace the drivers & conductors, by more suitable drivers/other persons engaged for keeping the vehicle running, as and when such person is found unsuitable for rendering efficient service to the Company.
 - Give the contractor such further instruction from time to time as shall be necessary for proper and adequate service and for maintaining such records as deemed necessary by CIL and the contractor shall carry out the same. Transport Officer's decision in this respect shall be final and obligatory on the contractor.
36. The contractor shall not be entitled to any interest on the Earnest money or Security Deposit. CIL reserves the right to forfeit the earnest money if the contractor fails to implement the contract awarded to him. Security Deposit can similarly be forfeited by CIL for any loss caused by the contractor or adjusted against any dues the contractor might require to pay to CIL which may arise out of non fulfilment of contractual terms and conditions.
- In case of any dispute or doubt arising under this contract, the decision of the CIL Dy.Chief Engineer (E&M/EXCV) shall be final and binding on the contractor. Emphasis must be given for engaging drivers with proper behaviour, cleaned dress and aptitude. In case found otherwise, the driver must be replaced immediately on receipt of information from the office of the Dy.Chief Engineer (E&M/EXCV), CIL.
37. The party should have the capability to fulfil all the conditions laid by NECF as mentioned in this tender document.

38. Cover-I (Part-I) shall contain acceptance of the item wise confirmation of the terms & conditions and deviations if any and documents as mentioned in the tender notice, EMD, proof of experience for execution of similar nature of job for providing School bus & other vehicles etc. on hire basis to any Govt/Semi Govt/PSU & reputed private organisation.

(i) All the papers should be signed by the contractor.

(ii) All photocopy of any document enclosed must be attested by Gazetted officer. Original must be produced on demand by CIL authorities.

Cover-II (Part - II) shall contain price bid. The price bid shall contain the rate of hiring of vehicle as per format mentioned in clause no.41.

Both Part-I & Part - II shall be sealed individually and both covers shall be put in a single sealed envelop and submitted within the stipulated time. Tender Reference no. and Part -I/ Part-II shall clearly be written on each envelops.

39. The party shall produce valid Income tax clearance certificate & should have registration with the Central Excise for Service tax and PAN No. and shall be submitted in part - I of the tender.

40. Earnest money in the form of Bank A/c payee demand draft in favour of 'Coal India Limited', drawn at SBI/UBI and PNB, Margherita for **Rs. 20,500/-** must be submitted in the first cover(Part – I) at the time of submitting the offer. No offer shall be accepted without EMD.

EMD of successful tenderer will be adjusted with security deposit. EMD for unsuccessful tenderers will be refunded later on without bearing any interest thereon. For refunding the same separate application may be sent by the parties to this office later on.

41. The rate of hiring per month per vehicle should be quoted and submitted in cover-II(Part II) in following format:

- a) Fixed rate per month for the vehicle.
- b) Charges per Running K.M.
- c) Retention charge per hour beyond 12 hours duty in a day.
- d) Out-station charge per hour.

(Fuel & lubricant is to be provided by the Contractor)

The rates shall be quoted on the basis the rate of fuel prevailing on the date of submission of the offer.

During the period of the contract, if there is any price increase of petrol/Diesel/lub oil by Govt. of India by more than 5%, the escalation per k.m. run shall be reimbursed as per the following formula:

Escalation Running Charge per KM:

For Diesel:-

(New price per litre of diesel (-minus) the price per litre of diesel prevailed on the date of receipt of the tender document)/500.

For Lub oil: -

(New price per litre of Mobil - (minus) The price prevailed per litre of Mobil prevailed on the date of receipt of the tender)/500.

No escalation will be allowed for the 1st one year,

42. (Successful bidder will be evaluated by considering the following parameters. However the total amount calculated for this finalisation of bidders may or may not be same for the entire contract period, it may vary depending on actual utilisation of the vehicle)
- (i) Total km running /day – 100 km.
 - (ii) Total outstation hours= 2hrs.
 - (iii) Total retention/day = 2hrs. average.
 - (iv) Total average working days for the entire contract period – 660 days.
43. A log book is to be maintained by the Contractor and to be signed every day by the user, which is to be submitted along with the bill of following month for prior verification.
44. Bill to be submitted in triplicate along with log book.
45. The Company has the right to discontinue the hiring of the vehicle any time during the contract period without assigning any reason thereof.

46. The contractor shall abide by the relevant labour laws as applicable.

47. The relevant taxes will be deducted from the contractor's bill as per prevailing practice of NEC and the enforced tax laws.

48. The Tenderers shall submit in writing his willingness to abide by all the terms and conditions prevailing in NEC in respect of the tender. He should also put his signature in all the pages of the tender documents as a token of acceptance of the terms and conditions of the tender.

49. The bidders with whom the contract has been awarded shall enter into an agreement before execution of the job.

Dy.CE (E&M/X),
NEC, Margherita.
