

North Eastern Coalfields
Coal India Ltd.
Margherita

Detail Tender Notice.

Ref. No. Dy.CE(X)/Vehicle hire/10/ **04**

Date: 10.07.2010

Sub: Hiring of 2(two) nos. brand new Tata Sumo/M&M Bolero vehicles.

Sealed tenders are invited in two cover system from the interested parties for providing 2(two) nos. of new Tata Sumo/M&M Bolero vehicle for 3 (three) years on contract system to North Eastern Coalfields, Coal India Limited, Margherita for different official duties. The vehicles should be new and should not have run for more than 500 K.M. For carrying out the above work in accordance with CIL's general conditions of contract particulars, condition of contract, Standard specifications, Extent of work, special instruction to bidders, Instructions & specifications as appended on the reverse/subsequent pages & annexures. 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.38 of Terms & conditions of contract.
4. Cost of tender document Rs.500/- only (Non-refundable) to be paid in cash or by A/C payee DD/PO/BC payable at SBI/UBI and PNB, Margherita drawn in favour of "Coal India Limited". Tenderers submitting offers using downloaded tender documents has also to pay the cost of tender documents in the form of a/c payee demand draft drawn in favour of Coal India Ltd. drawn on SBI/UBI or PNB, Margherita in Cover - I of the tender.
5. Earnest Money to be deposited as mentioned in the tender notice.
6. Bidders may provide reference of EMD in the box given below:

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Sale period of Tender Documents:	12.07.2010 to 17.07.2010 upto 1.00 p.m.
Closing date (For submission) :	19.07.2010 at 3.00 p.m.
Opening date :	20.07.2010 at 3.30 p.m.

7. 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. (Please refer Clause No.38 & 39 of T&C).
8. 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.
9. Any other information regarding the work can be obtained from the office of Dy.Chief Engineer (E&M/EXCV)/Superintending Engineer (Regional Workshop).
Validity offer is 6(six) months. Period of completion shall be 36 months from the date of placement of the vehicle.

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Tender shall be addressed to the Dy.Chief Engineer (E&M/EXCV), Coal India Limited, Margherita.

10. All corrections and alternations in the entries of bids shall be done by cutting & rewriting and authenticating by signing in full by Bidder with date. Erasing (using corrector pen/ink) or overwriting is not permissible.
11. No tender or amendment or conditions/stipulations etc. will be accepted after the closing date and time.
12. **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 and without incurring any liability to the affected bidder(s).

13. 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.
14. 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, to award the contract at the lowest evaluated price or to the lowest evaluated bidder.

Standard Conditions & Instructions:

1. 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.
2. In the event contractor fails to complete the work satisfactorily, the work will be completed by some other agency and additional cost if any will be borne by the Contractor.
3. 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 will be borne by the Contractor. The Contractor's workmen will not be entitled to get free medical assistance from the CIL.
4. 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.
5. 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.
6. The rates stated in the schedule of Rates or quoted in a particular Tender shall not be subjected to escalation on any account whatsoever. The rate escalation will be allowed only in case of price variation of fuel & lubricant. (Please refer **Clause No.42** of T&C).
7. 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.
8. Any legal dispute shall be within the jurisdiction of the local court ('Margherita Court').
9. Tendering can be abandoned without assigning any reason, and no compensation will be paid for the efforts made by the bidder.

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10. 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.
11. 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.
12. The Engineer/Officer in-charge shall ensure that the contractor complies with the requirements wherever requires before the start of the work

Security Deposit:

The Bidder with whom the contract has been decided to be entered into and intimation is given will have to make a deposit of 10% of the total contract value as Security Deposit which has to be deposited in following manner: - (a) 5% of the total value shall be payable within 15 days of placement of order in the form of A/c payee demand draft drawn in favour of CIL, payable at Margherita, failing which CIL reserves the right to cancel the contract and forfeit the EMD. (b) Balance 5% of the total value will be deducted from subsequent payments in monthly bills.

Terms & Conditions of the Contract:

1. The CIL shall hire from the contractors 2 nos. Tata Sumo/M&M Bolero vehicle with driver(s). The sitting capacity should be minimum 5(five) and seats are to be covered with foam cushions. The vehicle should be preferably of white colour. The party may quote any one type of above mentioned vehicle.
2. The vehicle will be required continuously for a period of 3 years with normal 12 hrs. duty daily and contractor shall provide drivers accordingly.
3. 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 7 days may be sanctioned, but the contractor have to pay a lump sum amount of Rs. 2,000/- as penalty for each vehicle for the grace period.
In case the contractor fails to place the vehicle within the grace 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
4. The contractor shall maintain regular and efficient services to the satisfaction of department /staff authorised by the CIL where the vehicle will be attached.
5. The drivers provided by the contractor must possess (a) valid driving license 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 shall not smoke, or chew pan/betel nut. The driver should be provided with one mobile set from contractor's end. The driver should also be provided with uniform (Preferably Blue or white).
6. The driver will drive the vehicle at permissible speed limit.

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7. In case the driver is not available, the CIL reserves the right to operate the vehicle with CIL driver having requisite valid licence and in that case the contractor will allow driving of the vehicle by such driver as decided by the CIL.
8. The contractor shall ensure that all statutory documents such as Registration Book, Insurance, pollution control, fitness 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.
9. 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 as applicable.
10. The vehicle shall be licensed at contractor's cost at all times by appropriate Govt. authority to ply with All Assam Taxi Permit on contract basis to carry passengers as mentioned earlier including driver.
11. 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.
12. 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.
13. 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.
14. 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.
15. The vehicle will be exclusively used for CIL's duty and the contractor shall insure against all risks.
16. 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.
17. 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.
18. 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 the specific written consent of Dy.Chief Engineer (E&M/EXCV) is required, in such cases a good condition suitable relief vehicle with valid documents must be place in service.

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19. 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 in writing 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 allow the vehicle for CIL duty.
20. In case of failure of the contractor to produce the vehicle for inspection on the schedule date under Clause 19, a penalty of Rs. 200/- only per day will be charged and will be deducted from the monthly bill of the vehicle.
21. 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 of which the period will be recorded as absent from duty.
22. Vehicle fitness to be obtained from DTO which will be the only valid fitness certificate. The CIL official after each periodic inspection if found not fit for running, may stop the vehicle.
23. In case the contractor fails to produce the vehicle for re-inspection after repair as mentioned in Clause 19, 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.
24. 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 the 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. 500/- 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.
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 runs, if any during this period will be recorded on approximate/assumption basis. The entire tyres including that of the spare wheel and the battery shall be in good running condition.
26. 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.
27. 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.
28. The contractor shall 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.

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29. The contractor shall provide fuel lubricant, spares parts wheel etc. to the full satisfaction of the Company's using department. Use of retreaded tyres is strictly prohibited.

30. The contractor will ensure that the drivers engaged on Company duty are paid wages in time so that operational difficulties for non-payment of wages to the driver can be avoided. Also the driver should be paid extra payment by the Contractor for retention beyond 12 hrs. duty.

The KM rate of the vehicle shall be considered on the fuel price on the date of award of contract. For any variation of fuel/lubricant price, the price of km rate will be calculated as per **clause 42** of T&C & price escalation/price reduction of rate will be made accordingly. The bill shall be prepared by the contractor accordingly enclosing the proof of increase or decrease of the fuel price. Supplementary bills on increase or decrease should be avoided as per as possible.

31. The contractor shall accept as final the log sheet maintained by CIL for day to day running of the vehicle for the purpose of payment.

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

32. Payment: The Company shall make final payment within 30 days for the services rendered in each calendar month on the basis of accepted rates.

33. 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.

34. The Company's Officer-in-charge or his authorised representative shall have the power to:

- (a) Ask the contractor to replace the vehicle immediately for any cause of unsatisfactory performance of the vehicle.
- (b) Ask the contractor to replace the driver, by more suitable driver/other person engaged for keeping the vehicle running, as and when such person is found unsuitable for rendering efficient service to the Company.
- (c) 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.

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.

35. In case of any dispute or doubt arising under this contract, the decision of the Dy.Chief Engineer (E&M/EXCV), NEC, Margherita shall be final and binding on the contractor.

36. Emphasis must be given for engaging drivers with proper behaviour, clean uniform 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.

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37. The party should have the capability to fulfil all the conditions laid by NECF as mentioned in this tender document.

38. The offer has to be submitted as per the following:-

Cover-I shall contain acceptance of the item wise confirmation of the terms & conditions and deviations if any by signing in full in each pages of tender document, Copy of PAN card, VAT registration, written declaration for providing brand new vehicle as mentioned in the tender document, other documents as mentioned in the tender notice, EMD, Service tax registration, income tax clearance certificate, solvency certificate, proof of experience for similar type of job like copy of work order along with execution certificate at Govt. /semi govt. /PSU.

Cover-II shall contain Price bid only. The rates of the price bid have to be submitted as following format:-

- i) Fixed rate per month for the vehicle.**
 - ii) Charges per Running K.M.**
 - iii) Retention charge per hour beyond 12 hours duty in a day.**
 - iv) Night halting charge per night.**
- (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.

Both cover-I & Cover-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 cover-I/II shall clearly be written on envelopes.

39. Successful bidder will be evaluated by considering the following parameters for 3 years. 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.

- (a) Total average km running /day = 100 km. For 3 years= 90,000 k.m.
- (b) Total Night halt /month = 2, For 3 years = 72
- (c) Total retention/month = 20 hrs. For 3 years = 720 hrs.
- (d) Total average working days per year = 300 days, for 3 years = 900 days.

If the lowest quoted party offered for one vehicle only, then for hiring 2nd vehicle, next subsequent lowest party will be offered to provide the other vehicle as per L-1 rate.

40. Earnest money in the form of A/c payee demand draft in favour of 'Coal India Limited', drawn at SBI/UBI or PNB Margherita at the rate of Rs. **14,500/-** for each vehicle should be submitted in the Cover-I at the time of submitting the offer. No offer shall be accepted without EMD.

41. The party may offer for both the vehicles. In that case, they have to submit EMD for Rs. **29,000/-** only for two vehicles.

EMD of successful tenderer may be adjusted with security deposit.

42. During the period of the contract, if there is any price variation 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)/12.

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.

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 will 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 entire contract period. He should also put his put his signature in all the pages of the tender documents as a token of acceptance of the terms and conditions of the tender and submitted in cover - I of the tender.
