TENDER NOTICE

Sealed tenders are invited from bonafide, reputed, competent and resourceful commercial vehicle operating firms/parties for engagement of following vehicle on hire basis (without POL) for official use at Central Workshop East Basuria. As per details available in Tender document.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of vehicles</th>
<th>Specification</th>
<th>Minimum Avg KM/Ltr.</th>
<th>No. of vehicles required on 12 Hrs. basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Car (Diesel) Version)</td>
<td>Engine Capacity 12KM/Ltr.</td>
<td></td>
<td>1 (One)</td>
</tr>
<tr>
<td></td>
<td>(With permit for Jharkhand &amp; West Bengal)</td>
<td>Not Less than 1400CC.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a) The estimated amount of Tender is Rs.186050=00 approx.

b) The cost of Tender documents is Rs. 250=00. (Rupees Two hundred fifty only) Non refundable.

c) The requisite amount of Earnest Money is Rs.1860=00. (Rupees one thousand eight hundred sixty only)

d) **Period of Contract**: Tender is being invited for a period of two years.

e) **Eligibility Criteria**:

i) Only vehicle permitted to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicle which are registered for commercial use. The vehicle which is not already registered for commercial use as per MV Act, must got registered for commercial use within two months from the date of award of work or the date of starting the work, whichever is earlier. In event of failure to register the vehicle for
commercial use within the stipulated period, the work order will be cancelled. “In case tenderer desires to deploy new vehicle he should submit bank/manufacturer’s finance arrangement. Also an undertaking from the dealer of the motor vehicle that they will deliver the vehicle within one month from placement of order.”

ii) Vehicle is required to be roadworthy and in good running condition and should be not more than 10 (Ten) years old on the date of submission of tender. Age of the vehicle will be counted from the date of initial registration. Copy of original registration. Copy of original registration certificate must be submitted along with the tender.

iii) Vehicle is required to be covered under appropriate insurance policy as per MV Act and must have paid up to date Road Tax/Permit fees etc. as per MV Act. The driver of the vehicle must possess valid Commercial Driving Licence. Up to the road Tax valid fitness, valid insurance & valid permits must be submitted along with the tender.

iv) Car, diesel version must have permit for the states of Jharkhand & West Bengal.

f)- Evaluation

i) In event of L1 tenderer is having capacity constraints the techno-commercially accepted L1 rate will be counter offered to technically qualified L2 and then to L3 and so on in that order of original ranking till the requirement put to tender is met.

ii) In case of valid offers exceeding the requirement in either L1 or L2 or L3 … and so on, order of preference will be as under:
   1. Year of manufacturing,
   2. Existing transport contractor in BCCL

Tender documents can be obtained on request in writing from the Office of the Chief Engineer (E&M), CHP&WS, Level-I, BCCL, HQ, Koyla Bhawan, Dhanbad – 826005 (Jharkhand) on any working days except Sundays & Holidays from 02.09.09.to 10.09.09. from 10.00 Hours to 13.00 Hours. Cost of Tender Documents (non-refundable) needs to be paid only in cash to Finance Manager (Pay), Koyla Bhawan, BCCL. The Tender shall be received in two parts in the office of Chief Engineer (E&M) CHP&WS, Level-I, Koyla Bhawan, Dhanbad upto 15.00 Hours on 16.09.09 and the Part-I of the Tender will be opened on the same day i.e.16.09.09 at 15.30 Hrs. Tender document is also available on official website of BCCL at [http://bccl.cmpdi.co.in](http://bccl.cmpdi.co.in)

No tenders will be accepted without requisite amount of earnest money. Company reserves the right to reject any or all the tenders without assigning any reason. Further details, terms & conditions are available in the tender documents.

**Special conditions for Tenderers, Downloading the Tender Documents form BCCL Website.**

Tenderers are required to deposit along with their tender a Bank Draft of any Nationalized/ Scheduled Commercial Bank, drawn in favour of Bharat Coking Coal Ltd. Payable at Dhanbad exclusively towards the cost of Tender Documents for the amount indicated as above in a separate envelope super scribed as “Cover Containing Demand Draft towards cost of Tender Document for the work vide NIT No. BCCL/CE(E&M)/CHP&WS/09/F-TC/9729-36 dated 14.08.09.

Any Bank Draft, prepared after the scheduled closer of the sale of tender document i.e.10.09.09 shall be liable to be rejected.
The contents of the tender documents available for sale in our offices, shall be deemed as authenticated and the responsibility of errors and omissions in the downloaded documents will be with the tenderers.

No tender document will be issued or received by Post/Courier Services. The Company reserves the right to accept or reject any or all the tenders or to postpone the date of receipt and opening of tenders without assigning any reason whatsoever.

Other details will be obtained from the Detailed Tender Notice, which forms a part of the tender documents.

CHIEF ENGINEER (E&M) CHP&WS.
BCCL, KOYLA BHAWAN.

Distribution:
1. CGM(E&M) Koyla Bhawan.
2. Sr.ES to GM(Admn) – To display this NIT in Koyla Bhawan Notice Board.
3. GM(System) with request for publishing in BCCL website.
4. FM(Pay) Incharge, Koyla Bhawan.
5. All TC Members.
6. Notice Board Koyla Bhawan.
Tender Notice No.: BCCL / CE(E&M)CHP&WS/09/F-TC/9729-36 Date :- 14.08.09.

Name of the work: Engagement of light vehicle on hire basis for official use at Central Workshop East Basuria.

Date and time of submission of tender: 16/9/09 up to 3.00 PM
Date and time of opening of tender (part-I): 16/9/09 at 3.30 PM

Name & address of the tenderer to whom issued:

Date of Issue:

Cost of Tender Paper:

Cash receipt No. & Date:

Signature of the officer issuing Tender Paper

Detail of EMD:

Total EMD for Rs. ---------------- is enclosed herewith by DD/BC No.-----------------------------------------------

Drawn in favour of Bharat Coking Coal Limited from ---------------------------------------- Bank.

Signature of tenderer with seal.
DETAILED TENDER NOTICE FOR ENGAGEMENT OF VEHICLE ON HIRE BASIS

1. Sealed tenders in two parts with the name of work superscribed as “engagement of vehicle on hire basis for official use at Central Workshop East Basuria, vide Tender Notice No. BCCL/CE(E&M)/CHP&WS/09/F-TC/9729-36 Dated-14.08.09 on each envelope are invited from bonafide, reputed, competent and resourceful commercial vehicle operating firms for engagement of following type of vehicles on hire basis (without POL) for official use at Central Work Shop East Basuria. and will be received in the office of the Chief Engineer (E&M)/CHP&WS, Level-I Koyla Bhawan, Dhanbad, Jharkhand upto 15.00 Hrs. on 16.09.09.

All tenders will be opened at 15.30 Hrs. on 16.09.09. in presence of the attending tenderers or their duly authorized representative in writing. Only Part-I will be opened on the above mentioned date and time.

The tentative requirement of vehicle and period of contract is given below :-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of vehicle</th>
<th>Specification</th>
<th>Minimum Avg km/ltr</th>
<th>No. of vehicles required on 12 Hrs. basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Car (Diesel) Version)</td>
<td>Engine Capacity.</td>
<td>12. KM/Ltr.</td>
<td>1.(One)</td>
</tr>
<tr>
<td></td>
<td>(With permit for Jharkhand &amp; West Bengal.)</td>
<td>Not less than 1400. CC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Earnest Money : The requisite amount of Earnest Money is Rs.1860-00.

Period of Contract : Tender is being invited for a period of two years.

Tender Documents can be obtained on request in writing from the office of the Chief Engineer(E&M)/CHP&WS, Level-I, Koyla Bhawan, BCCL HQ, Dhanbad, Jharkhand on any working days between 10.00 Hrs. to 13.00 Hrs. from 02.09.09 to 10.09.09. Cost of Tender Documents (non-refundable) Rs.250=00.only to be paid in cash to FM(Pay), Koyla Bhawan, BCCL.

b) Special conditions for Tenderers, Down Loading the Tender Documents from BCCL Website. Tenderers are required to deposit alongwith their tender a Bank Draft of any Nationalized/Scheduled Commercial Bank drawn in favour of Bharat Coking Coal Ltd. Payable at Dhanbad exclusively towards the cost of Tender
Document for the amount indicated as above in a separate envelope super-scribed as “Cover containing Demand Draft towards cost of Tender documents for the work vide NIT No.BCCL/CE(E&M)/CHP&WS./09/F-TC/9729-36 dated 14.08.09.

Any Bank Draft prepared after the scheduled closure of the sale of tender document i.e. 10.09.09. shall be liable for rejection.

The contents of the tender documents available for sale in our offices, shall be deemed as authentic and the responsibility of errors and omissions in the downloaded documents will be with the tenderer.

The tender shall be submitted in two parts as indicated in the notice inviting tender. Part-I shall comprise of two envelopes, one containing the Earnest Money Draft only and the other containing the tender paper of Techno-Commercial conditions. Both the envelopes shall be properly sealed and super-scribed on the outside about their contents. These two envelopes shall be placed inside a bigger envelop, sealed and properly super-scribed “Part-I”. Part-I bid shall also contain all supporting documents regarding eligibility as specified in the tender documents. Part-II of the offer will contain only price bid (rate offered by the tender as per format as described in the tender document). Part-II should be submitted in a separate sealed envelope, super-scribed as such.

The date of opening of Part-II of the tender shall be communicated in due course to the eligible bidders, after consideration of Part-I.

Any correction, over-writing, erasing, cancellation or any other modification in any form in the tender must be initialed and stamped by signatory of the Bid.

Tender must be deposited in the Tender Box placed in the Office of the Chief Engineer (E&M)/CHP&WS, Level-I, Koyla Bhawan, Dhanbad. Tenders will not be accepted after scheduled time & date.

Earnest Money amounting Rs.1860=00(Rupees One thousand eight hundred sixty) only should be submitted in the form of a demand draft of a scheduled Bank in favour of BCCL, payable at Dhanbad shall be submitted in a separate envelope of Part-I bid. Earnest money will not be accepted in cash.

The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderers in due course and will not carry any interest.

Tender will be outright rejected without making any further reference to the Bidder in the following condition :-

i) If not accompanied by prescribed earnest money.

ii) In the absence of the affidavit as per prescribed form (Annexure-A).

iii) If the tender documents are not duly signed and stamped by the bidder.

iv) If there is any corrections, over writing, erasing, modifications which is not initialed and stamped by the signatory of the bid.
Security Deposit:

The total deposit including earnest money already deposited shall be 5% (Five percent) of the annual contract value or the revised contract value, if any. The security deposit including earnest money shall deposit within 30 days after receipt of the letter of the acceptance of tender, the balance of 1% of the awarded value after adjustment of the earnest money already paid as initial security deposit. Failure to do so shall entail cancellation of the letter of acceptance of tender/award of work and forfeiture of earnest money deposit.

The security deposit will be refunded on successful completion of contract and shall be subject to BCCL’s right to deduct/appropriate its dues against the hiring agency under the contract or under any other contract.

Eligibility criteria:

The tenderer must fulfil the following criteria failing which their offer will be liable to be summarily rejected:

i) Only vehicle permitted to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicle which is registered for commercial use. The vehicle which is not already registered for commercial use as per MV Act, must get registered for commercial use within two months from the date of award of work or the date of starting the work, whichever is earlier. In event of failure to register the vehicle for commercial use within the stipulated period, the work order will be cancelled. “In case tenderer desires to deploy new vehicle he should submit bank / manufacturer’s finance arrangement. Also an undertaking from the dealer of the motor vehicle that they will deliver the vehicle within one month from placement of order.”

ii) Vehicle is required to be roadworthy and in good running condition and should be not more than 10 (Ten) years old on the date of submission of tender.

iii) Vehicle is required to be covered under appropriate insurance policy as per MV Act and must have paid upto date Road Tax/Permit fees etc. as per MV Act. The driver of the vehicle must possess valid Commercial Driving Licence.

iv) Car, diesel version must have permit for the states of Jharkhand & West Bengal.

v) The vehicle must give minimum average of 12 KM run per litre of fuel (Diesel) as indicated below.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Car (Diesel) Version</td>
<td>Engine Capacity</td>
<td>12, KM/Ltr.</td>
<td>1 One)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With permit for Jharkhand &amp; West Bengal</td>
<td>Not Less than 1400 CC.</td>
<td></td>
</tr>
</tbody>
</table>
(8)

vi) The tenderer should either be the Owner of the vehicle or the competent authorized person/ agency for offering the vehicle on hired.

Evaluation

i) In event of L1 tenderer is having capacity constraints the techno-commercially accepted L1 rate will be counter offered to technically qualified L2 and then to L3 and so on in that order of original ranking till the requirement put to tender is met.

ii) In case of valid offers exceeding the requirement in either L1 or L2 or L3 … and so on, order of preference will be as under:
   1. Year of manufacturing,
   2. Existing transport contractor in BCCL

9. Rates:

The rates must be quoted as per format vide annexure ‘C’ and submitted in the part- II for the price bid. The price bid ( Part-II ) shall be inserted in a separate sealed envelope.

10. Documents comprising the Bid and sealing of envelope

The bid, comprising of two part, will be submitted by the bidder as follows:

a) Part- I of the bid to be submitted in first inner sealed envelope will comprise of
   
i) Earnest money deposit,
   ii) Qualification information and documents as required and any other materials required to be submitted by the tenderer.

b) Part- II of the bid in annexure ‘C’ will be put in the 2nd inner sealed envelope.

c) The envelope containing Part-I will be superscribed “ Part-I” and envelope containing Part-II will be superscribed “ Part-II “.

d) Both part-I & part-II sealed envelopes will then be placed in an outer envelope and sealed and marked properly.

12. Bid per bidder

Each bidder shall submit only one bid, either individually or as a partner in a partnership firm or as a partner in a joint venture firm or public limited firm. A bidder who submits or participates in more than one bid ( other than an alternatives that have been permitted ) will cause all the proposals in which he has participated to be disqualified.

13. Bid Validity

The rate offered in part –II should be valid for 120 ( one hundred and twenty ) days from the date of opening of part-I of the tender. A bid valid for shorter period shall be rejected by the employer.
Annexure-A

Affidavit on stamp paper of Rs. 10 (Ten)

I/We .................................................................................................................................................. (Name of the tenderer & address) swear to the effect that, we are submitting this tender with due compliance of all the formalities required in the NIT and we do possess all the qualification as per NIT.

We further swear to the effect that, all the relevant documents enclosed with this tender and all the documents that will be submitted by me/us subsequently are/will be genuine and correct.

We further swear to the effect that if it is found that said documents are not genuine and I/we do not possess the requisite qualifications as per NIT then in the event the contract if awarded to me/us will be liable to be terminated at any time subsequently and I/we shall be liable to compensate BCCL for any loss/damage suffered by BCCL there for.

Deponent

Identified by

Advocate

Notary Public/Executive Magistrate
Annexure-B

Terms & Conditions

a) The tenderer shall furnish details of vehicle (to be deployed by him for the contract job) with their Reg. No. and Name & Address of their Owners.

b) In case vehicle is not Owned by the tenderer, the details with Reg. No./Description and legal documents like Power of Attorney from the Owner authorizing the tenderer to ply the vehicle under contract is to be submitted.

c) Vehicle deployed shall be inspected/approval by Incharge of Central Work Shop, East Basuria, BCCL or other than authorized person as decided by the management. Vehicle shall be required preferably from 7am to 7pm, but Dy, CE(E&M) Central Work Shop East Basuria is final authority for setting its timings.

d) The driver deployed on vehicle hired will be in proper outfit and in uniform as prescribed by the management while on duty.

e) The uniform and accessories is to be provided by the Agency at their own cost.

f) The driver should possess valid Commercial Driving Licence in his name and should be able to driver the vehicle efficiently and conversant with the traffic rules.

g) The agency will have to abide by the provisions of all statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars issued from time to time by Govt. of India or the State Govt. The agency shall provide an undertaking to this effect prior to the commencement of the job and indemnify BCCL Dhanbad against any breach of statutes/law etc.

h) Details of office establishment of the agency/owner for emergency contact such as mailing address and Telephone/Mobile numbers should be submitted alongwith the tender paper.

i) The agency owners will not be provided any garage or accommodation for the staff deployed on vehicle by them.

j) The agency/owner will ensure that its staff will not at any time divulge/make known any trust information or other matter relating to the affairs of BCCL.

k) The agency will ensure that all its staff are properly trained to carry out their duties in time. All the drivers will be employees of the agency and in no case these employees of agency can have any claim whatsoever with BCCL.

l) Any dispute arising out of this contract will be subject to the jurisdiction of Dhanbad Court only.
l) **Discipline:**

i) The driver deployed must be non-alcoholic, medically fit and their antecedents must have been verified by the agency/owner of the vehicles.

ii) In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the driver of the agency, the agency will take back the driver concerned immediately and will send suitable replacement within 24 hours.

iii) BCCL, Dhanbad reserve’s the right to accept or reject any or all tender without assigning any reason whatsoever and decision of BCCL, Dhanbad in awarding the work shall be final and can not be subject to arbitration/dispute.

iv) In case of emergency like breakdown of law & order or natural calamity/mine accident etc. the agency will deploy on a short notice, reasonable number of additional vehicles as per instruction of BCCL.

m) **Payment Terms:**

i) The rate quoted must be firm.

ii) If the vehicle does not report for duty on working days, without prior intimation/permission the hire charges for that day will not be payable and in addition, the amount equivalent to one day hire charges will be realized as penalty.

iii) For late reporting of vehicle on any stipulated time beyond 10 minutes of the schedule time a penalty of Rs. 150/- (One hundred fifty) only shall be realized for each such occasion and reporting mechanism for such late reporting of the vehicle will be as per BCCL management.

iv) Undertaking for providing suitable vehicle (required as per MV Act) in case of breakdown of the vehicle is to be submitted along with the tender.

v) The payment will be made on monthly basis based on actual days the vehicle remained in daily with BCCL and any penalty as per Clause (ii) & (iii) will be adjusted against such payment.

vi) Income Tax as per rates prevailing shall be recovered at the source.

vii) The management will be liable for payment of hire charges only. The wages of the driver/repair and maintenance cost/Tax/Comprehensive Insurance Premium/Permit etc. and other legal liabilities as per M.V. Act and other statutes applicable will be solely contractors liability.

n) **Paying Authority:**

i) Transporter shall submit monthly bill in triplicate to the Officer Incharge of Central Work Shop East Basuria to process the bill.

ii) The paying authority will be F M(Pay) Incharge, Pay Section, Koyla Bhawan, BCCL.
o) **Enforcement of Labour Laws/Statutory Laws:**

The transporter/agency shall have direct dialogue with their Worker/Union for expeditious settlement of any demand/dispute concerning wages, benefit, liability to be provided to employees any or all benefits, liabilities (financial or otherwise) arising out of bipartite or tripartite settlement among union/employees, between department or any other authority and any liabilities arising out of such settlement shall be have by the transporter/agency. BCCL shall be kept completely indemnified against any responsibility/liability arising out of the above settlement.

The owner/agency will make expeditious settlement of any dispute that may arise at site in respect of wages to employees or benefit etc.

The owner/agency shall pay wages and provide benefits/facilities to its employees at least at par with minimum wages provided in Minimum Wages Act applicable to the locality or as per the agreement amongst Labour Commission and Labour Union and the same should not be less than those prevalent in Jharkhand, BCCL shall be completely indemnified against any liability and consequences thereof.

P) **Termination, suspension, cancellation and fame closure of contract:**

BCCL shall in addition to other remedial steps to be taken as per in the provision of the contract, be entitled to cancel the contract in full or in part if the Transporter/Agency.

a) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of BCCL, then on the expiry of the period as may be specialized in the notice in writing.

   OR

b) Offer or gives or agrees to give any person in the service of BCCL or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in violation to the obtaining or execution of this or any other contract for the Company.

   OR

c) Transfers, sub-lets, assign the entire work or any portion thereof without the prior approval in writing from BCCL. BCCL may be giving a written notice, cancel the whole contract or portion of it in default.

*******
Table – 1

Please refer Clause a) of Annexure ‘B’9 Terms & conditions)

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>Model &amp; Year of Manufacturing</th>
<th>Reg. No. of vehicle</th>
<th>Name &amp; address of the owner</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
PART – II

Tender Notice No.: BCCL / CE(E&M)/CHP&WS/09/ Date :- 14.08.09.

Name of the work : Engagement of light vehicles on hire basis for official use at Central Work Shop East Basuria.HQ.

Date and time of submission of tender : -16.09.09, up to 3.00 PM.
Date and time of opening of tender (part-I):- at 3.30 PM.on 16.09.09.

Name & address of the tenderer to whom issued

Date of Issue :

Cost of Tender Paper :

Cash receipt No. & Date :

Detail of EMD :

Total EMD for Rs. ----------- is enclosed herewith by DD/BC No.-----------------------------------------------

Drawn in favor of Bharat Coking Coal Limited from ------------------------------ Bank.

Signature of tenderer with Seal
ANNEXURE “C”

PRICE BID

Name of the work: Engagement of light vehicle on hire basis for official use at Central Work Shop, East Basuria.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Type of Vehicle</th>
<th>Minimum average KM / Ltr.</th>
<th>Rate per day 12 hrs engagement (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Car (Diesel version) (With permit for Jharkhand &amp; West Bengal)</td>
<td>12 KM/Ltr.</td>
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