



VIVEKANANDA KENDRA NUMALIGARH REFINERY LIMITED HOSPITAL

***TENDER DOCUMENT
FOR
HIRING OF VEHICLE FOR VKNRL HOSPITAL***

(Tender No.: VKNRL/ADM/TR/17/02)

(Total no. of pages against the tender = 22 pages)

***PREPARED & ISSUED BY
VKNRL HOSPITAL, NUMALIGARH***

LETTER INVITING TENDER

To,
M/s

Date:

**Subject : Bid document for "Hiring of Vehicle for VKNRL Hospital"
(Tender No.: VKNRL/ADM/TR/17/02)**

Dear Sirs,

Sealed offer in single bid is invited by Vivekananda Kendra NRL Hospital for the work as detailed below:

1. **Name of the work** : **"Hiring of Vehicle for VKNRL Hospital"**
2. **Earnest Money Deposit** :

Type of Vehicle

Amount of EMD

- TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS :: Rs. 15000.00

The EMD amount as indicated should be accompanied with the offer for the type of vehicle quoted for.

3. **Contract Period** : Please refer Para--4 of Special Terms & Conditions for details.
4. **Submission period
(Last date & time
for submission of bid)** : 05.10.17 to 11.10.17 (excluding Sunday) from 0800 hours to 1300 hours and 1400 hours to 1600 hours.
5. **Date & Time of Lottery
and opening of Bid** : On 13.10.17, 1030 hours after the lottery.
6. **Place of submission of Bid** : Security Outpost - Main Gate
NRL Township,
Numaligarh
Dist: Golaghat
Assam – 785699.

7. **BIDDER'S QUALIFYING REQUIREMENT:**

a) **Bidders must have permanent address within Golaghat district.**

Any one of the following documents (in the name of the bidder) shall be submitted along with the tender document as Proof of permanent address in Golaghat district :

- i) PRC (permanent residence certificate)

- ii) Ration Card
- iii) Driving License
- iv) Voter's I-card
- v) Electricity Bill (in own name).

b) Bidders must submit the following along with tender :

- i) Copy of **PAN** card.
- ii) Service tax declaration format (Declaration for Exemption/ Non-Exemption of Service Tax) as per the Format attached in the tender document.
- c) **The bidders must accept VKNRL Hospital rates and all other terms & conditions as per tender document.** Bidders have to confirm the "**Acceptance of Rates & Terms & Conditions**" as per the Format attached in the tender document.

8. Submission of Offer

The envelope containing Tender Documents along with the EMD and all other enclosures / supporting documents should be enclosed in a single envelope, duly super scribed with the following details-

- i) Quotation for the job "Hiring of Vehicle for VKNRL Hospital" (Tender No. VKNRL/ADM/TR/17/02)**
Type of Vehicle Quoted: TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS

ii) PF Registration Number.

iii) ESI Registration Number.

iv) PAN Card Number.

v) PRC (Permanent Residence Certificate) / Ration Card / Driving License / Voter's I-card / Electricity Bill (in own name).

Tender with 6 months validity under sealed cover as stated above will be received at the AFOREMENTIOEND PLACE till the time and date mentioned in Para 4 above. If the last date of receipt of tender falls on a non-working day, the last date will be the next working day at the aforesaid time. Bidders may submit their offers on or before the last date & time of bid receipt **by ordinary post, courier service, speed-post etc. or by hand.** However, VK NRL Hospital takes no responsibility of late receipt of offers and the offers received late will not be taken into consideration. Bidder shall quote for only one type of vehicle in one offer.

9. The Bid shall contain the following:

- Tender document duly signed & stamped or, each page.
- Bidder's techno-commercial offer and all other details as per requirement of' tender document.
- Earnest Money Deposit.
- No Correction Fluid should be used while filling up the tender document.
- Power of attorney, in case an authorized representative has signed the tender.
- Income Tax clearance certificate and Sales Tax in original or true copies duly attested by Gazetted Officer must accompany the tender. The ITCC should be in the name of the firm / individual quoting for the work.
- Bidder shall submit a copy of PAN card under the Income Tax Act.
- Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- Self declaration to abide by the Contract Labour (Abolition) Act 1970.
- Self attested copy of valid Provident Fund Registration Number.
- Self attested copy of valid ESI Registration Number.
- Copy of permanent resident certificate (PRC) issued by DC or SDO.
- **The bidders must accept VKNRLH rates and all other terms & conditions as per tender document.**

10. **The following Bids shall be Disqualified for Award :**

- **Address proof not submitted.**
- **Bank passbook submitted as address proof.**
- **Court Affidavit submitted as address proof.**
- **Address proof documents not attested by a gazetted officer.**
- **Address outside Golaghat district.**
- **EMD not submitted.**
- **Copy of PAN card not submitted.**
- **Declaration for Exemption/ Non-Exemption of Service Tax not submitted.**
- **Acceptance of Rates & Terms & Conditions not submitted.**
- **All pages of Tender document not submitted.**
- **All pages of Tender document not signed on each page.**

11. **Earnest Money:**

Each offer should be submitted along with Earnest Money Deposit of appropriate values as indicated in para-2 of' this Letter Inviting Tender against the type of vehicle quoted for in the form of Demand Draft of any Scheduled Bank in favor of "Vivekananda Kendra NRL Hospital" payable at State Bank of India, Numaligarh Refinery Complex (Branch Code – 5377). **Tender without EMD will be rejected.** Refund of earnest money deposit to unsuccessful Bidder's shall be made within 30 days from the date of finalization of Tender without any interest. Bidders are requested to collect their EMD from the hospital.

2.5% of monthly contract value plus 10% of the 1st running bill amount will be deducted as initial security deposit. From subsequent running bill 10% of bill amount will be deducted for the period of one (01) year and will kept as security deposit along with above mentioned initial security deposit plus submitted EMD value. Security Deposit will be released (without interest) after completion of the job subject to clearance of all liabilities.

12. **Scope of work and Supply :**

Please refer Para-3 of special terms and conditions.

13. **Rate:**

Rate should be in line with the enclosed SOR (Annexure-I)

14. **Security deposit:**

Please refer Para-5 of special terms & conditions.

15. **Measurement of work:**

Payment will be made on the basis of logbook records maintained by the contractor and certified by Officer-in-charge.

16. **Terms of payment:-**

100% payment shall be made monthly against the logbook records during the preceding month on pro-rata basis based on certification made for payment by Officer-In-Charge. Further break-up of payment terms if deemed necessary shall be decided by Office-in--charge. The above payments are subject to deductions towards Security Deposit, Income tax, Works Contract Tax and other recoveries as applicable as per terms of contract.

17. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, the SOR rates are firm inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. DISPLAYED VKNRL HOSPITAL RATES ARE EXCLUSIVE OF SERVICE TAX. SERVICE TAX IF APPLICABLE WILL BE REIMBURSED TO THE CONTRACTOR AS PER THE SERVICE TAX ACT ON FURNISHING OF RELEVANT DOCUMENTS / INVOICES.

18. **Other terms and conditions:**

- a) Employees and their dependants of VK-NRL Hospital, NRL or any other Public Sector Undertaking, State Govt. and Central Govt. are not eligible to bid the Tender.
- b) Transfer of tender documents issued to one agency to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- c) The management of VKNRL Hospital reserves the right to reject any or all the tenders received without assigning any reason thereof.
- d) The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at site and will not cause hindrance to other works.
- e) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force. VKNRL Hospital, safety as well as environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- f) Medical Director VKNRL Hospital, shall be the Officer-in-charge of the work and the contractor will have to abide by the instructions of Officer-in-charge as given from time.
- g) Tenderers will fill up all the annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Documents before submission of the tender. Tender in which any of the required particulars and prescribed Information are missing or are incomplete, are liable to be rejected.
- h) One authorized representative of the vendor/contractor, may remain present during the tender opening on the due date, time and venue.
- i) After acceptance of tender documents the contract will be awarded on the basis of Lottery System. (Date & time of lottery will be intimated at the time of submission of tender, **ref. clause no. 27 of special terms & conditions of contract.**)
- j) All bidders must be present at the venue of the lottery.
- k) No escalation of contract value with respect to fixed charge in any form whatsoever will be entertained during the contract period unless it is approved by the competent authority. **(Please refer Para-17 of special terms and conditions.)**
- l) No mobilisation advance will be paid to the contractor for execution of the work.
- m) **Insurance shall be affected by the contractor for all its employees engaged in the performance of the subject job.**
- n) The contractor is required to obtain labour license under contract Labour (R&A) Net, 1970. (if require)
- o) In case any of the document/information(s) furnished by a vendor are found to be false/forged, such vendor will be kept in holiday list apart from other penal actions as deemed fit by VK NRL Hospital.
- p) The contractor will not engage minor labour below 18 (eighteen) years and not above 57 years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the hospital against all claims, which may arise out of the following Acts, & Rules framed there under:
 - i) The Contract Labour (Regulation and Abolition) Act.
 - ii) The Motor Transport Worker's Act.
 - iii) The Minimum Wages Act.
 - iv) The Workman's Compensation Act.
 - v) The Payment of Wages Act.
 - vi) The Payment of Bonus Act.
 - vii) The Employees Provident Fund & Misc. Provisions Act.
 - viii) Family Pension Scheme,

- ix) Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act,
- x) All statutory safety and environmental rules & regulations. or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

Medical Director
VK NRL Hospital

SPECIAL TERMS & CONDITIONS OF CONTRACT

Name of Work : "Hiring of Vehicle for VK NRL Hospital"

Tender No. : VKNRL/ADM/TR/17/02

Name of Bidder :

1.0 General Definitions :

- 1.1 "OWNER" means the Vivekananda Kendra Numaligarh Refinery Limited Hospital.
- 1.2 "OFFICER-IN-CHARGE" means Medical Director, VKNRL Hospital or an official authorized by VKNRL Hospital.
- 1.3 Contractor means successful bidder/ tenderer for providing maintaining and operating the vehicle and / or his representative duly authorized by power of attorney.

2.0 Location:

- 2.1 Generally the vehicle shall operate in between VKNRL Hospital and within the NRL Township and Golaghat District. But as per the Instructions of Officer-in-Charge operative area may extend to other places within the State of Assam and North Eastern Region.

3.0 Scope of Work:

- 3.1 The work involves providing, maintaining and operating of **Brand New Motor Vehicle** in perfect running conditions, having good quality cushion with cushion back. The vehicle provided shall be clean, well maintained everyday at all times with **uniformed and well-mannered driver**.
 - 3.2.1 The vehicle should maintain reporting time strictly as per the instruction of the Officer-in-charge and should not move away from duty of their own without the consent of the Officer-in-charge.
 - 3.2.2 The vehicle should not be parked in unauthorized places causing hindrances to other's work.
 - 3.2.3 The driver should be in the vehicle maintaining discipline and should not leave the vehicle unattended. The contractor should ensure fuel in the vehicle as per the allocated duty pattern and destination Officer-in-charge desires to travel.
 - 3.2.4 The vehicle should be in the name of the contractor only.
 - 3.2.5 The vehicle should have
 1. Up-to-date vehicle registration fee payment.
 2. Valid insurance.
 3. Valid PUC certificate.
 4. Valid fitness certificate.
 5. Drivers with valid driving license.
 - 3.2.6 The vehicle operated shall station the same with respective parking spaces after properly handing over the keys of the vehicle with the respective Officer-in-charge when not in duty hour.
 - 3.2.7 Wherever it is mentioned in this tender that the contractor shall perform certain work or provide certain facilities/ equipment, it is understood that the contractor shall do so at his own cost.
- 3.3 The vehicle covered under this contract supports essential service. Therefore, ESMA shall be applicable.

4.0 Period of Contract:

4.1 Initially the contract will be awarded for a period of one (01) year with a provision for further extension of another two years subject to satisfactory services and recommendation by Medical Director / Medical Superintendent.

If necessary, the Owner/Officer-In-Charge may, at his discretion, extend the period of contract up to a maximum of one year or a part thereof.

If necessary, the Owner/ Officer-in-Charge may, at his discretion, terminate the contract within the contractual period serving at least 15 days notice.

In case of failure by the contractor to fulfill any of the contractual obligation, the owner/officer-in-Charge reserves the right to rescind the contract without notice in which case the Security Deposit shall be forfeited and such a decision shall be absolutely at the discretion of the Owner / Officer-in-charge.

4.2 In the event of the Owner and / or the Officer-in-Charge feeling it, expedient that the service of the vehicles provided by the contractor is no longer required, the contract in this respect can be rescind at the discretion of the owner/officer-in-charge with two months notice to the contractor. Likewise, the contractor can also withdraw the vehicles covered under the contract by giving two months notice to the hospital authority. In case of any conflicting views, decision of the owner and/or officer-in-charge shall be final and binding.

5.0 Security Deposit:

5.1 **2.5% of monthly contract value plus 10% of the 1st running bill amount will be deducted as initial security deposit. From subsequent running bill 10% of bill amount will be deducted for the period of one (01) year and will kept as security deposit along with above mentioned initial security deposit plus submitted EMD value. Security Deposit will be released (without interest) after completion of the job subject to clearance of all liabilities.**

5.2 Whenever if any claim against the contractor for payment of a sum arises out of or under the contract the hospital shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor or from the bills claimed for payment. The contractor shall pay on demand any balance remaining due to the hospital.

6.0 Taxes & duties:

6.1 Income Tax as applicable under rule will be deducted at source from the monthly bill claimed by the contractor. A certificate to this effect shall be issued to the contractor if and when required.

6.2 Taxes & duties as applicable from time to time as per the Govt. Regulations should be binding on the contractor.

7.0 Timing:

7.1 Vehicle shall be used for daily service with the duty hours specified in the SOR. **This service time includes Sundays and Holidays and the vehicle shall operate as per time schedule and instruction of the officer-in-charge.**

8.0 Taxes / Insurance / Permits/PUC Certificate/Police Verification:

8.1 All taxes and insurance as per Laws and Rules in force or to be levied in future during the contractual period in respect of vehicle shall have to be entirely borne by the contractor.

8.2 Contractor shall have valid permit(s), fitness certificate, pollution control certificates, and any other certificates required in respect of the motor vehicle with comprehensive insurance.

VEHICLE SHOULD HAVE VALID PUBLIC SERVICE REGISTRATION AND TAXI PERMITS.

8.3 Proof of having paid all taxes insurance etc. shall be furnished by the contractor as and when called for.

8.4 The contractor shall comply with all relevant rules and regulations of Motor Vehicles Act. Etc.

8.5 Placement of vehicle shall be allowed only after Police verification of agencies.

8.6 Driver engaged must possess a valid **driving license** (commercial vehicle) for public Service Vehicle and as the case may be. The driving license should be minimum of three years old. **Police verification** of the driver & helper should be submitted before their appointment in duty.

8.7 During the contract period if the vehicle is seized or detained by police, Motor vehicle authority or any other authorities for not having complied with the Motor Vehicles Law Acts etc. or on account of an accident, that will be to be at Contractor's risk and cost and in the event of non-supply of vehicle for the aforesaid reasons, compensation to VK NRL Hospital as per clause 14 is applicable, if no suitable substitute approved by the Officer-in-Charge is provided by the contractor within three hours of such seizure or detention.

9.0 Staff for Operation and Maintenance of Vehicle:

9.1 The contractor at his own cost shall provide experienced license holder driver, cleaner with suitable substitute wherever necessary for smooth, regular efficient running of vehicle for all destinations and timings.

The minimum sets of crew should be deployed by the contractor is as below

8 hours: 1 (One) set
24 hours: 3 (Three) sets

9.2 The contractor shall be responsible for the proper behavior of the staff/driver and shall exercise absolute control over them. The staff should always be properly dressed (as prescribed) and maintain punctuality & cleanliness at all times. The personnel engaged should have and maintain good health condition with proper eye sight. They should be well mannered and should be cordial in dealing with the Staff/Patients/Attendants. Such a crew, if found in-disciplined or not well-behaved or not performing as per owner's requirement, must be removed from the services, failing which it will be construed as violation of terms of contract. The VKNRL Hospital will not have any liability, whatsoever due to their retrenchment.

PHOTOS OF THE CREWS TO BE DISPLAYED ON THE VEHICLE.

9.3 The contractor shall keep the VKNRL Hospital indemnified against all personnel and other claim whatsoever arising out of any act or omission etc. on the part of the driver/contractor.

9.3.1 Contractor shall make payment to the driver / helper (wherever applicable) on or before 7th of the subsequent month and record thereof should be submitted along with every monthly bill.

9.4 The contractor shall ensure declaration under "Good conduct undertaking" by their driver & helper.

9.5 The Contractor will maintain an attendance register, duty roster in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the

authorized representatives of VKNRL Management and also by other appropriate authority.

9.6 All liabilities of the driver / helper arising out of accident or death while on duty shall be borne by the contractor.

9.7 **Contractor shall pay his / her workers' entitled wages on or before 7th of the subsequent month. It shall not be linked to the payment of the monthly bill. As per mandatory guidelines from Ministry of Labour & Employment, Govt. of India, contractors' have to pay the salary / wages of all employees even if they are working for one day through the bank account of the employees using bulk NEFT / Core Banking upload facility so that the payment to each and every employee can be accounted for.**

9.8 In order to ensure that such workers get their entitled wages on the last working day or before 7th of the subsequent month and for which the service provider will not be given any relaxation.

9.9 While submitting bill for a month, the services provider must fill a certificate certifying the following:

- i) Wage Sheet of the previous month enclosed.
- ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed).
- iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed).
- iv) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill on or before 10th of the month, even then he has to make the payment to the workers on the last working day.

9.10 Any damage or loss caused by contractor's persons to the Hospital in whatever form would be recovered from the contractor.

9.11 The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Act, etc. The list of staff going to be deployed shall be made available to the Hospital and if any change is required on part of the Hospital, fresh list of staff shall be made available by the contractor after each and every change.

9.12 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Hospital and other supporting documents such as ESI deposit challans, PF deposit challans, payment sheet etc. No other claims on whatever account shall be entertained by the Hospital. The Contractor will ensure that workers engaged by him must receive their entitled wages on time.

9.13 The contractor must deposit entitled amount of ESI & PF regularly, otherwise hospital authority will bound to take necessary steps.

9.14 In case any treatment is required for the staff engaged, first aid / preliminary treatment will be given here and then he / she will be referred to ESI hospital for further and definitive treatment.

9.15 The eight hours shift will normally commence from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. The timing for General Shift will be from 0800 hrs to 1700 hrs with one hour lunch break in-between. But the timings of the shift are changeable and can be fixed by the VKNRL Management from time to time depending upon the requirements.

9.16 The Hospital shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the VKNRL Management.

9.17 (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent and contractor is unable to provide suitable substitute in time, a penalty of 10% shall be deducted from the contractor's monthly bills.

(b) In case any public complaint is received attributable to misconduct / misbehaviour of contractor's personnel and is assessed as true by hospital administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from contractor's profit. Besides the driver found involved in the incident shall be removed from the Hospital immediately

10.0 Running and Maintenance:

10.1 The vehicle shall be kept in running condition at all times and procurement of fuel, lubricants, spares etc. will be arranged by the contractor at his own cost. Routine maintenance, repairs, frequent checkup, servicing, overhauling, etc. will be contractor's liability. The same should be carried out by the contractor in a regular manner.

10.2 In case of major breakdown or withdrawal of the vehicle from service by the contractor for any reason whatsoever, the contractor shall immediately provide a suitable substitute duly approved by the Officer-in-Charge. Withdrawal of vehicle by contractor shall be done with prior intimation to the Officer-In-Charge. In case withdrawal of vehicle is allowed against replacement by a suitable substitute, the same should report for duty in time. For servicing of vehicle, contractor will intimate the Officer-in-Charge and the same shall be decided by Officer-in-Charge against proper replacement. The contractor shall have to produce necessary documentary evidence in support of servicing done failing which compensation shall be levied as applicable for absence.

10.3 Before attending duty the vehicle must have POL **with sufficient quantity** and lapses on this part will be treated as violation of the terms of agreement. Midway stoppage on account of fuel shortage will be considered as default and necessary time will be imposed as per relevant penalty clause.

11.0 Requirement of Vehicle:

11.1 The minimum requirements of vehicle is as :

Vehicle	8 Hr duty	24 Hr duty
TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS	1	X

VK NRL Hospital reserves the right to increase or decrease the requirement. The present number of vehicle requirement will be as indicated above.

11.2 The contractor shall place the vehicle for services at VKNRL Hospital **within 30 days** from the acceptance of Work Order. However, letter of intent shall stand automatically cancelled if the acceptance is not received within 15 days from the date of issue.

12.0 SUBLETTING:

During the period of contract, the vehicle shall be exclusively in use of the owner as per direction of the officer-in-charge. No hired vehicle shall be sublet during the contract period nor any unauthorized person will be allowed to travel by the hired vehicle during the contract period.

Contractor will not be allowed to sale the vehicle deployed under this contract without prior written permission of the owner.

13.0 LOGBOOK AND OVERTIME:

13.1 A logbook shall be maintained by the contractor for the vehicle for entry of mileage travelled, in the manner decided by the Officer-In-Charge. In case of defective milometer during a small specific period, the distance covered by vehicle for official purpose, shall be assessed by the Officer-in-Charge whose decision shall be final

and binding. The defective milometer should be reported to the Officer-in-charge and should be replaced within seven days. Logbook shall have to be produced before the Officer-in-Charge regularly for observation and checking etc. Non submission of logbook on regular basis shall be strictly viewed as violation of contract.

13.2 All vehicles shall have to run during Sundays/holidays as per the requirement of VKNRL Hospital. Monthly fixed charge of vehicles covers all these expenditures.

14.0 PENALTY:

The vehicle shall remain in service as and when required by the owner. In case of irregularity in service, (other than the authorized absence for servicing and also in case of breakdown with replacement) penalty will be imposed on hourly basis at any point of time in the manner following:

Vehicle	Penalty per hour
TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS	Rs. 1000/- (Rupees One Thousand only)

If the vehicle remains absent without any replacement for more than 7 continuous days, the contract stand automatically cancelled and the EMD/Security money will be forfeited. However, the Owner/Officer-in-Charge shall be at the discretion to revalidate the same, if in his opinion, sufficient ground is there to consider revalidation.

15.0 FITNESS CERTIFICATE/PUC CERTIFICATE:

For obtaining fitness certificate from DTO, or the concerning registration authority or for obtaining Pollution Control Certificate the vehicle shall be released (replacement by a suitable substitute) as deemed necessary by Officer-in-Charge.

16.0 PAYMENT OF BILL:

Contractor shall submit bills in duplicate to the Officer-in-Charge every month within 7th day of the month along with the log book duly certified by the user department and other relevant documents in support of the claims in the bill.

17.0 VARIATION IN CONTRACT PRICE:

No escalation of contract value with respect to fixed charge in any form whatsoever will be entertained during the Contractual period. However, whenever, there is revision of wage as per notification CLC (C), the fixed charge shall be revised.

However, the running charge (i.e. the rate against per KM run) shall be revised as follows against **increase/decrease** in cost of fuel beyond 5%:

$$\text{Revised Running Charge} = \frac{\text{Original Rate} \times \text{Revised rate of Fuel}}{\text{Original rate of fuel}}$$

Rate of diesel @ Rs: 58.40/litre has been considered for estimation of running charge.

18.0 INSPECTION OF VEHICLE

The vehicle(s) intended to be used shall be made available by the contractor to the Officer- in-Charge within 30 days from the date of acknowledgement of work order. No vehicle shall be acceptable for operation unless they are inspected and approved by the Officer-in-Charge.

The vehicle to be placed should meet following criteria:

- There **should not be any change** in ownership of vehicle.
- The vehicle **should not be purchased prior to the date of issue of work order.**

If the vehicle is not placed within 30 days from the date of acknowledgement of the work order, the work order automatically lapses without any further necessary action and EMD stands forfeited.

OWNER reserves the, right not to accept any or all the vehicles provided by the contractor in case they are not found to be in good running condition and not as per the specification agreed to.

19.0 The owner/officer-in-charge shall be at liberty to withhold any payment of bill or security deposit or EMD to realise any amount due from the successful bidder(s) either by way of penalty 14.0 or any other manner whatsoever.

20.0 In case of any dispute regarding the interpretation and application of any of the conditions of Contract and work order, tender document, the decision of the Tender Committee of VKNRL Hospital shall be final and binding on all concerned.

21.0 NUMBER PLATE:

The number plate should bear colour as per rules in vogue. In addition the following will be written on the number plates in bold letters in all or those identified by the Officer-in-charge, colour should be blue.

<p>ON DUTY OF VIVEKANANDA KENDRA- NRL HOSPITAL</p>

22.0 COLOUR OF VEHICLE:

- Colour of all the vehicles should be White.
- Matter to be written on the body of the vehicle will be provided by the Hospital authority and should be written at the time of placing the vehicle.

23.0 UNIFORM:

Uniforms for driver should be white shirt, black trouser, black shoes & navy blue sweater (2 pairs of each) and additional to be provided on necessity. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform. Wearing of uniform on duty is compulsory failing which penalty of Rs. 50/- shall be deducted from contractor's profit on per day basis.

The Contractor has to issue photo identity cards and provisions to be made in the ID Card to incorporate the PF Account number as it is a mandatory requirement as per GOI notification.

24.0 FIXED CHARGE :

This is the cost for providing & maintaining different types of brand new vehicle on hire basis with driver/helper with prescribed with prescribed uniform etc., including payment of all taxes/ insurance /fitness certificates/ road permit/ Cost of servicing and repairing, spares complete as directed by the officer-in-Charge. No escalation of contract value with respect to fixed charge, in any form whatsoever will be entertained during the contractual period other than that due to wage revision as per notification of CLC (C)

25.0 RUNNING CHARGE:

This is the cost for operating/running different types of brand new vehicle on hire basis for authorized running including cost of fuel/ lubricants etc. as directed by Officer -In-charge.

26.0 OUT STATION STAY:

This is the cost for providing & maintaining different types of Brand New vehicle on hire basis with driver / helper with prescribed uniform etc. including payment of all taxes/insurance / obtaining fitness certificates/ road permit/ cost of servicing and repairing, spares complete as directed by the Officer-in-Charge per night basis for overnight staying of vehicle outside Golaghat District.

27.0 PROCEDURE FOR SELECTION OF CONTRACTORS: Following steps shall be followed for award of contract:

- I) Tender documents can be downloaded from the VKNRL Hospital web site www.vknrlh.co.in
- II) Rates of fixed charge and running charge shall be provided in the tender document.
- III) Tender document duly signed on each page by the bidder as token of acceptance of rates, terms & conditions, requisite EMD, PAN No., PF No., ESI No. , PRC etc., all enclosed in a sealed envelope as stated in para-7 of letter inviting tender.
- IV) Offers shall be received till 1600 hours of last *Date of Submission* of offer.
- V) All offers accepting tendered rates, terms & conditions as directed by VK NRL Hospital, without any deviation and accompanied by requisite amount of EMD shall be considered for further evaluation.
- VI) Work order shall be issued to qualified agencies. However, placement of vehicle shall be allowed only after obtaining their POLICE VERIFICATION.
- VII) All bids have to be dropped in the Tender Box kept at the Security Outpost, Main Gate, NRL Township from 05.10.17 to 11.10.17 in between 0800 hrs – 1300 hrs and from 1400 hrs to 1600 hrs.
- VIII) While submitting of bids, bidders will be provided with a coupon having a serial number which they have to produce on the day of the lottery and only one person will be allowed with it on the day of the lottery. If a bidder is not able to produce the coupon, he / she will not be eligible for the lottery.
- IX) The coupon will contain the serial number, date, time & venue of lottery.
- X) Bidder for the vehicle shall be selected by lottery.
- XI) All bidders must be present at the venue of the lottery.
- XII) Waiting list consisting of three (03) nos. of bidders shall be created by lottery.
- XIII) THE BID DOCUMENTS OF THE THREE SHORLISTED BIDDER WILL BE OPENED AFTER THE LOTTERY IN PRESENCE OF ALL AND THEIR DOCUMENTS WILL BE CHECKED FOR VERIFICATION. THE FIRST QUALIFYING BIDDER WILL ONLY BE AWARDED THE CONTRACT.**
- XIV)** The documents of the other two eligible shortlisted bidders will be retained by the hospital for future requirement if any.

- XV) The unqualified bidders will be required to take back their sealed documents after the lottery on production of the coupon given at the time of submission within the next two working day from the Security Outpost – Main Gate, NRL Township in between 0800 hrs – 1300 hrs and from 1400 hrs to 1600 hrs .**
- XVI) The list of successful bidders in sequence of their selection shall be displayed in VKNRL Hospital Notice Board / VKNRL Hospital website after verification.
- XVII) No correspondence in any form will be entertained after the Lottery is over and VKNRLH's decision will be final.

29.0 Other Terms & Conditions :

- a) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act & deposit the same to the authorities concerned along with the employers' contribution.
- b) The contractors will make necessary deductions for ESI (if applicable) from the wages of the workers as per the ESI Act & deposit the same to the authorities concerned along with the employers' contribution.
- c) The contract workers will also be entitled to 27 days leave annually. During the period of leave , the contractor must provide suitable substitute driver (with authenticated driving licence) to run the respective vehicle properly.
- d) Increment as per CLC (C) notification will be provided twice in a year i.e., 1st April & 1st October.

30.0 Dispute Resolution

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by VKNRL Hospital, NRL Township, Numaligarh, Golaghat, Assam-785699.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Golaghat only.

31.0 JURISDICTION OF COURT

The courts at Golaghat shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Checklist before Submission of Bids

Particulars	Submitted
PAN No.	Yes/No
PF Code	Yes/No
ESI Code	Yes/No
PRC	Yes/No

+

Earnest Money Deposit

Category of Vehicle	EMD Amount (Rs.)	Please tick (✓) for the Vehicle Quoted	EMD Details (Value, DD No. & Issuing Bank)
TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS	15000.00		

- We confirm that our bid complies to the total commercial requirements of this tender document regarding terms & conditions, Monthly Fixed Charge, Running Charge, Outstation Stay etc. without any deviation.
- The type of vehicle we have quoted for is _____

Signature of the Bidder

Schedule of Rates (SOR)

Name of Work: "Hiring of Vehicles for VKNRL Hospital" (Tender No. VKNRL/ADMN/TR/17/02)

Sl. No	Type of Vehicle	Daily Duty Hours	Rate (Rs.) (In figure)				
			Monthly Fixed Charge (Excluding Driver's salary)	Average Monthly KM	Running Charge / Km	Over Time Per Hour	Outstation Charge (Night / Halt) / Day
1	TRAVELLER 3050 BS IV TD 2200 13 SEATER - FORCE MOTORS	8 Hrs	36639.64	3000	8.83	126.50	150.00

Note: 1. Monthly fixed charge is inclusive of Work Contract Tax (WCT) @5% and same shall be deducted from each running bill. However, WCT shall be applicable as per Govt. norms.

1. Expenditure towards insurance of the vehicle will be reimbursed at actual on production of valid document.
2. Driver's Salary will be Rs. 714/- per day

We confirm that our bid complies to the total commercial requirements of this tender document regarding Terms & conditions, Monthly Fixed Charge, Running Charge, Overtime Charge etc. without any deviation for the vehicle Sl. No.

Seal & Signature of the Bidder

Name of Work: "Hiring of Vehicles for VKNRL Hospital"
(Tender No. VKNRL/ADMN/TR/17/02)

01. NAME OF BIDDER :
- ADDRESS
- PHONE NO
02. REGISTRATION NO. & CLASS:
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT:
WITH DETAILS
04. PREVIOUS EXPERIENCE:
05. SALES TAX / VAT CLEARANCE
CERTIFICATE:
06. PAN No issued by Income Tax Dept:
07. Provident Fund Code No.:
08. ESI Code No. :

I/We hereby offer to execute the above mentioned work as per enclosed SOR (Annexure-I) and as per laid down terms and conditions of this Bid document.

(SIGNATURE OF BIDDER)

Date :

Place :

ACCEPTANCE OF VKNRL HOSPITAL
RATES & TERMS & CONDITIONS

We confirm that our bid complies with the total commercial requirements of this tender document regarding Terms & Conditions, Monthly Fixed Charge, Running Charge, etc. without any deviation.

Seal & Signature of the Bidder

Declaration for Exemption/ Non-Exemption of Service Tax

Name of the Proprietor/Firm/Company:-

M/s.-----

Address:-----

Service Tax Registration No. -----

(If Registration No. is not available please write "Not Available")

Name & Address of the Division and Range office where Registered under Service Tax.:

Bidder to mention applicability of one of the following paras and to confirm the same by putting tick mark in the appropriate box below of each para.

A) I/We intend to avail basic exemption under Service Tax after complying with the following requirements:

Condition	Year	Limit
My/ my firms Turnover is less than	Current Financial year 2015-16 till the date of date of submission of bid	Rs. 10.00 Lakhs
AND		
My/my firms Turnover is less than	Previous Financial Year i.e 2014-15	Rs. 10.00 Lakhs
AND		
I / my firm have not obtained Service Tax Registration No or have surrendered Service Tax Registration Certificate		
AND		
I / my firm will not take Cenvat Credit in Input Services		

**IF CLAUSE 'A' IS APPLICABLE IN YOUR CASE, PLEASE PUT A TICK MARK []. IN THE BOX
OTHER WISE MENTION "N.A." [NOT APPLICABLE]**

**B) I/my firm do not intend to avail basic exemption under Service Tax Rules, 1994. Accordingly
Service tax is applicable which will be charged extra in our bills.**

**IF CLAUSE 'B' IS APPLICABLE IN YOUR CASE, PLEASE PUT A TICK MARK []. IN THE BOX
OTHER WISE MENTION "N.A." [NOT APPLICABLE]**

SELF DECLARATION

I/We , , hereby declare that the above facts and information are true. In
case, it is found that the above mentioned figures and declarations are in correct, in that case we will
be personally held liable for the loss caused to NRL at our cost.

** I/We am/are not defaulter in payment of Service Tax in the past.

Date:

Signature of the Bidder with Seal

Place: