

NUMALIGARH  
REFINERY  
LIMITED



**TENDER DOCUMENT**

**FOR**

**Hiring of Vehicle for NRL**  
**(COMM/C22/473)**

**Tender No. NRL/ADMN/VEH/RA/2013**

**SINGLE BID**

[Total no. of pages against the tender = 32 pages]

**PREPARED & ISSUED BY**

**NUMALIGARH REFINERY LIMITED**

**(A Govt. of India Enterprise)**



## NOTICE INVITING TENDER

	Date : September 16, 2013 Contact Person : Raja S. Ahmed; Mgr (Commercial) Phone : 03776 - 265439 Email ID : raja.ahmed@nrl.co.in
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Sub: Bid document for Hiring of Vehicle for NRL (COMM/C22/473).

(Tender No.: NRL/ADMN/VEH/RA/2013).

Dear Sirs,

Sealed offer in Single Bid is invited by Numaligarh Refinery Ltd. for the work as detailed below:

1. **Name of the work** : **Hiring of Vehicle for NRL (COMM/C22/473).**
  
2. **Types of Vehicles** :
  - **BUS:: 24+1 Seater Marcopolo (TATA)**
  - **TATA Sumo Gold CX, Non AC**
  - **Mahindra Bolero non AC DI**
  - **Mahindra Bolero AC SLX**
  - **Mahindra Bolero Camper Huber 2 WD**
  - **TATA Sumo Ambulance**
  - **Tata Winger, Std**
  - **TATA Safari Storme EX (4x2)**
  
3. **CONTRACTUAL PERIOD** : **02 (two) years with a provision for extension by 01 (one) more year.**

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

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

Any one of the following documents 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:**

- copy of PAN card.

- 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 NRL 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.

5. **EARNEST MONEY DEPOSIT** : EMD for different of types of vehicles are as below:

BUS:: 24+1 Seater Marcopolo (TATA)	₹ 8,000.00 (Rupees eight thousand only)
TATA Sumo Gold CX, Non AC	₹ 7,000.00 (Rupees seven thousand only)
Mahindra Bolero non AC DI	₹ 4,000.00 (Rupees four thousand only)
Mahindra Bolero AC SLX	₹ 4,000.00 (Rupees four thousand only)
Mahindra Balero Camper Huber 2 WD	₹ 7,000.00 (Rupees seven thousand only)
TATA Sumo Ambulance	₹ 7,000.00 (Rupees seven thousand only)
Tata Winger, Std	₹ 7,000.00 (Rupees seven thousand only)
TATA Safari Storme EX (4x2)	₹ 7,000.00 (Rupees seven thousand only)

6. **DATE & TIME** : **From** **To**  
**for submission of bid** **01.10.2013** **10.10.2013** up to 16.00 Hrs.

7. **Place of submission of Bid** : **Tender Box at Main gate,**  
Numaligarh Refinery Limited,  
NRL Complex, Numaligarh  
Dist: Golaghat  
Assam – 785 699  
Fax No.: 03776-265514 / Phone: 03776-265545 /265534

8. **SUBMISSION OF OFFER :**

**Only one vehicle can be quoted against one tender document.**

**If the bidder wishes to bid for more than one vehicle Bidders must submit :**

Separate tender for each vehicle quoted by the bidder with separate EMDs for each vehicle in separate sealed envelopes.

**The bid along with EMD should be submitted in a sealed envelope super scribing the following:**

**“ Type of Vehicle Quoted:**

.....

Quotation for the job “Hiring of Vehicles for NRL (COMM/C22/473)”

(Tender No. NRL/ADMN/VEH/RA/2013)

Tender with 6 months validity under sealed cover as stated above will be received at the designated Tender Box of Numaligarh Refinery Limited placed at CISF Main Gate till the time and date mentioned in Para 6 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. However, NRL takes no responsibility of late receipt of offers and the offers received late will not be taken into consideration.

**Bidders can bid for any number of vehicles, but MAXIMUM OF ONE VEHICLE ONLY SHALL BE AWARDED TO ONE AGENCY only . FOR DETAIL PROCEDURE REFER TO “PROCEDURES FOR SELECTION OF CONTRACTORS” IN CLAUSE-28 OF SCC.**

9. **The Bid shall contain the following:**

- **Tender document duly signed & stamped on each page.**
- **Earnest Money Deposit for the vehicle quoted.**
- **Copy of PAN card.**
- **Declaration for Exemption/ Non-Exemption of Service Tax.** (as per the Format attached in the tender document).
- **Acceptance of Rates & Terms & Conditions** (as per the Format attached in the tender document).
- **Any one of the following documents for address proof:**
  - **PRC (permanent residence certificate)**
  - **Ration Card**
  - **Driving License**
  - **Voter's I-card**
  - **Electricity Bill (in own name).**

- All the documents for address proof & PAN Card copy should be attested by a gazetted **officer**.
- No Correction Fluid should be used while filling up the 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-5 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 Numaligarh Refinery Limited payable at State Bank of India, Numaligarh Refinery Complex.

**Tender without EMD will be rejected.**

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

Please refer Para-3 of special terms and conditions of the tender document.

13. **Rate:**

Rate should be in line with the SOR (**APPENDIX –I**) of special terms and conditions of the tender document.

14. **Security deposit:**

Please refer Para-6 of special terms & conditions.

15. **Measurement of work:**

Measurement will be made on the basis of logbook records maintained by the contractor and certified by respective OFFICER-IN-CHARGE for the vehicles as per Clause-14 of SCC.

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 rates inclusive of all taxes, duties, sales tax on works contract and other levies on which no variation will be allowed. DISPLAYED NRL RATES ARE EXCLUSIVE OF SERVICE TAX. SERVICE TAX IF APPLICABLE WILL BE REIMBURSED OF THE CONTRACTOR AS PER THE SERVICE TAX ACT ON FURNISHING OF RELEVANT DOCUMENTS/INVOICES.

18. **Other terms and conditions:**

- a) Transfer of tender documents from one agency to another is not permissible. Further, tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- b) The management of NRL reserves the right to reject any or all the tenders received without assigning any reason thereof.
- c) The contractor will have to abide by the existing laws applicable to contract works and cooperate with other contractors working at site and will not cause hindrance to other works.
- d) The contractor shall observe all labour and other statutory rules and regulation of State/Central Govt. in force including the general loss control rules of NRL, 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.
- e) The contractor should engage skilled and unskilled manpower preferably from the families of displaced persons to the extent available.
- f) DGM (Admin) NRL, or his representative shall exercise overall control on the administration of hired vehicles through this tender. However, for day to day administration and running of the vehicles DGM(Admin) will delegate to the User Depts. following activities:
  - i. To authenticate the kilometers run with the log book.
  - ii. To check and pass the monthly bills received from the contractor.
  - iii. Monitor the driver's regular attendance for duty.
  - iv. To check all documents of the vehicle for usage of the vehicle within the premises of the company and outside. However, while placing the vehicle at initial stage the documents will be checked and verified by representative of DGM(Admin).
  - v. To monitor the condition of the vehicle during the pendency of the contract.
  - vi. To liaise with the contractor for all matters pertaining to smooth running of the vehicle and replacement whenever the contract vehicle is taken for servicing and other maintenance related matters.
  - vii. To take full charge of the vehicle in terms of keeping the keys of the vehicle during strike or emergency situation.

In respect of the vehicles placed with Functional Directors/GMs/Shift Buses/CISF/District Administration, etc. the above activities will be controlled by admin setup of refinery.

- g) The General Conditions of contract of NRL will be applicable for this contract also. Intending tenderer may see the General Conditions of Contract of NRL, at the Commercial Department of NRL on any working day during office hours or log on to website [www.nrl.co.in](http://www.nrl.co.in).
- h) Tenderers will fill up all the annexure attached to this Detailed Tender Notice clearly and sign every page of this Detailed Tender Notice 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.
- i) One authorized representative of the vendor/contractor, may remain present during the tender opening on the due date, time and venue.

j) No escalation of contract value with respect to fixed charge in any form whatsoever will be entertained during the contract period. **(Please refer Para-18 of special terms and conditions.)**

**k) Applicable Labour Wage:**

For applicable labour wage at NRL site & other relevant information regarding labour wages, kindly refer Memorandum of Settlement dated 26-09-2011 arrived between the two Unions and Contractor's Association namely Numaligarh Refinery Workers' Union, Accord Refinery Workers' Union and Numaligarh Refinery New Contractors' Association respectively on wage revision for the Contract workmen engaged in Numaligarh Refinery Limited, in the Office of the Conciliation Officer and Assistant Labour Commissioner (Central), Dibrugarh. This MOU is available at NRL Website [nrl.co.in/tender](http://nrl.co.in/tender) (under heading "Wages of Contract Workmen").

- l) No mobilisation advance will be paid to the contractor for execution of the work.
- m) The contractor should maintain comprehensive insurance policy (including Third Party Liability) without any break.
- n) The contractor should maintain comprehensive insurance policy (including Third Party Liability) without any break.
- 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 NRL.
- p) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there under:

1. The Contract Labour (Regulation and Abolition) Act, 1970.
2. The Motor Transport Worker's Act, 1961
3. The Minimum Wages Act, 1948
4. The Workman's Compensation Act, 1923
5. The Payment of Wages Act, 1936
6. The Payment of Bonus Act, 1965
7. The Employees Provident Fund & Misc. Provisions Act, 1952 (Including Family Pension Scheme)
8. Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, 1979
9. All statutory safety and environmental rules & regulations.
10. Employees State Insurance Act, 1948

or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

The bidder must submit IT PAN No. along with their offer.

**GM (Commercial & Legal)**

**Numaligarh Refinery Limited.**

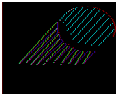


## **ARBITRATION:**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the COMPANY against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to his agreement shall be referred to the sole Arbitration of the Managing Director of the COMPANY or of some officer of the COMPANY who shall be nominated by the Managing Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the COMPANY or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the COMPANY he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Managing Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the COMPANY if the Managing Director does not designate another person to act as arbitrator on such transfer, vacation of Office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or a person nominated by such Managing Director of the COMPANY as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof any the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as to sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make an publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral an / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act, 1940 including admission of any affidavit as evidence concerning the matters in difference i.e. dispute before him.
- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Managing Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider an deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Managing Director.

- e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
  
- f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
  
- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
  
- h) The parties hereby agree that the courts in the town of Golaghat alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the town of Golaghat only.

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# **SPECIAL CONDITIONS OF CONTRACT**

**SCOPE OF WORK  
AND  
SPECIAL CONDITIONS OF  
CONTRACT**

**FOR**

**Hiring of Vehicle for NRL (COMM/C22/473).**

**Name of Work** : **“Hiring of Vehicle for NRL (COMM/C22/473)”**

**Tender No.** : **NRL/ADMN/VEH/RA/2013**

**Name of Bidder** :

### **1.0 General Definitions :**

1.1. "OWNER" means the Numaligarh Refinery Limited.

1.2. "OFFICER-IN-CHARGE" means DGM (Admin) NRL, or his representative. Who shall exercise overall control on the administration of hired vehicles through this tender. However, for day to day administration and running of the vehicles DGM(Admin) will delegate to the User Depts.

### **2.0 Location:**

2.1 Generally the vehicle shall operate within refinery/ NRMT premises/ CISF complex/ Township and within Golaghat and Jorhat district. Only the Safari Storme vehicle shall have to move within the states of Northeast India.

### **3.0 Scope of Work:**

3.1 The work involves providing, maintaining and operating of **Brand New Motor Vehicles** in perfect running conditions, having good quality cushion with cushion back. The vehicle provided shall be clean, well maintained at all times with **uniformed and well-mannered driver.**

#### **3.2 General Requirement:**

3.2.1 The vehicle should maintain reporting time strictly as per the instruction of the OIC and should not move away from duty on their own without the consent of the OIC.

3.2.2 The vehicle should not be parked in unauthorized places causing hindrances others to 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 OIC desires to travel.

3.2.4 The vehicle should be in the name of the contractor only.

3.2.5 The vehicle should have the following documents required for passenger vehicle:

- I. Up-to-date vehicle registration fee payment.
- II. Valid Comprehensive (including third party liability) Insurance Policy.
- III. Valid PUC certificate.
- IV. Valid fitness certificate.
- V. Drivers with valid driving license.

3.2.6 The vehicles operated in refinery/ township/ CISF complex shall station the same with respective parking spaces after properly handing over the keys of the vehicle with the respective OIC 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 vehicles with essential service departments shall be covered under Essential Services Maintenance Act.

#### **4.0 Placement of vehicle:**

All successful bidders must place their vehicle within 30 days from issue of Letter of Intent. However, the period of placement of

#### **5.0 Period of Contract:**

5.1 Period covered by this contract shall be for duration of **02 (two)** years to be reckoned from the date vehicle is ready for services in Numaligarh Refinery Ltd.

Whenever the circumstances demand, due to poor performance, the Owner/ Officer-in-Charge may, terminate the contract within the contractual period serving at least 15 days notice.

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 there of.

Whenever the circumstances demand, due to poor performance, 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.

5.2 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. Like wise, the contractor can also withdraw the vehicles covered under the contract. In case of any conflicting views, decision of the owner and/or officer-in-charge shall be final and binding.

## **6.0 Security Deposit:**

6.1 ₹ 10,000.00 should be deposited as Security Deposit for vehicles other than Safari and Tata Marcopolo and ₹ 20,000 for Safari and Tata Marcopolo prior to placement of vehicle. The security deposit so realized shall be refunded after one month of the expiry of contract, on fulfillment of the contractual obligations. No interest is payable either on earnest money or on security deposit. Defect liability period shall be one month from the date of closing of contract.

6.2 **Defect liability period is NOT APPLICABLE for this contract.**

6.3 Whenever if any claim against the contractor for payment of a sum arises out of or under the contract the Owner 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 Owner.

## **7.0 Taxes & duties:**

7.1 Income Tax and WCT 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. The contractor has to submit copy of PAN and VAT Registration in Govt. of Assam.

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

## **8.0 Timing:**

8.1 Vehicles shall be used for daily service with the duty hours specified in the SOR. **This service time includes Sundays and Holidays and the vehicles shall operate as per time schedule and instruction, of the OIC.**

## **9.0 Taxes / Insurance / Permits/PUC Certificate/Police Verification:**

9.1 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.

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

**ALL VEHICLES SHOULD HAVE VALID PUBLIC SERVICE REGISTRATION AND TAXI PERMITS.**

- 9.3 Proof of having paid all taxes insurance etc. shall be furnished by the contractor as and when called for.
- 9.4 The contractor shall comply with all relevant rules and regulations of Motor Vehicles Act. etc.
- 9.5 Placement of vehicles shall be allowed only after Police verification of agencies.
- 9.6 Driver engaged must possess a valid **driving license** for public Service Vehicles 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.
- 9.7 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 NRL 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.

**10.0 Staff for Operation and Maintenance of Vehicles:**

10.1 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 driver/helper crew should be deployed by the contractor is as below

12 hours:	1 (One) set
21 hours:	2 (Two) set
24 hours:	3 (Three) set

10.2 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. Such a crew, if found indisciplined 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 company will not have any liability, whatsoever due to their retrenchment.

**PHOTOS OF THE CREWS TO BE DISPLAYED ON THE VEHICLES.**



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

10.3.1 Contractor shall make payment to the drivers and helpers (wherever applicable) within 7th of the following month for the preceding month. The month will be as per the calendar months and record thereof should be submitted along with every monthly bill failing which the payment of the RA Bill shall not be released.

10.4 The contractor shall ensure declaration under “Good conduct undertaking” by their drivers & helpers.

### 11.0 Running and Maintenance:

11.1 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.

11.2 In case of major breakdown or overhauling, the contractor shall immediately provide a suitable substitute duly approved by the Officer-in-Charge. In case of planned and prolonged Withdrawal of vehicle by contractor shall give prior intimation of at least 3 days in advance 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 with all relevant and acceptable documents. For routine servicing of vehicle, contractor will intimate with 24 hours notice to 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.

11.3 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.

### 12.0 Requirement of Vehicle:

12.1 The tentative requirement of vehicles is as follows:

Vehicle	12 Hr duty	21 Hr duty	24 Hr duty
<b>Mahindra Bolero AC SLX</b>	3	X	X
<b>Mahindra Bolero Non AC DI</b>	1	X	X
<b>Mahindra Bolero Camper Huber 2 WD</b>	2	X	6
<b>BUS:: 24+1 Seater Marcopolo (TATA)</b>	1	3	X
<b>TATA Sumo Gold CX, Non AC</b>	9	4	5
<b>TATA Sumo Ambulance</b>	X	X	1
<b>TATA Safari Storme EX (4x2)</b>	1	X	X
<b>Tata Winger, Std</b>	X	1	X
<b>Total</b>	17	8	12

NRL reserves the right to increase or decrease the requirement.

12.2 The contractor shall place the vehicle for services at NRL **within 30 days** from the acceptance of Letter of Intent. However, letter of intent shall stand automatically cancelled if the acceptance is not received within 15 days from the date of issue.

**For TATA Marcopolo BUS, placement period shall be sixty days from the acceptance of Letter of Intent.**

### **13.0 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.

### **14.0 LOGBOOK AND OVERTIME:**

14.1 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 odometer during a small specific period, the distance covered by vehicle for official purpose, shall be assessed by the Officer-InCharge whose decision shall be final and binding. The defective odometer should be reported to the OIC 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.

14.2 All vehicles shall have to run during Sundays/holidays as per the requirement of NRL. Monthly fixed charge of vehicles covers all these expenditures. **There is no provision for overtime or night stay for vehicles under this tender except Tata Safari. The Tata Safari, whenever goes outstation and requires for night halt, an amount of ₹ 500 per night shall be paid.**

## 15.0 PENALTY:

15.1 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 of absence
<b>Mahindra Bolero AC SLX</b>	₹ 100.00
<b>Mahindra Bolero Non AC DI</b>	₹ 50.00
<b>Mahindra Bolero Camper Huber 2 WD</b>	₹ 50.00
<b>BUS:: 24+1 Seater Marcopolo (TATA)</b>	₹ 100.00
<b>TATA Sumo Gold CX, Non AC</b>	₹ 50.00
<b>TATA Sumo Ambulance</b>	₹ 50.00
<b>TATA Safari Storme EX (4x2)</b>	₹ 100.00
<b>Tata Winger, Std</b>	₹ 100.00

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.

15.2 The driver shall be provided with uniform as approved by the NRL/ User. In case the driver reports for duty without the approved uniform, **a penalty of ₹ 500/- for each occasion** would be charged to the Contractor.

15.3 Misbehavior by driver or refusal to perform duty by driver will result immediate termination of the contract.

## 16.0 FITNESS CERTIFICATE/PUC CERTIFICATE:

For obtaining fitness certificate from DTO, or the concerning registration authority of for obtaining Pollution under Control Certificate the vehicle shall be released as deemed necessary by Officer-in-Charge.

## 17.0 PAYMENT OF BILL:

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

## 18.0 VARIATION IN CONTRACT PRICE:

### Fixed Charge:

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 of NRL, fixed charge shall be revised as per the following escalation formula:

$$R_R = R_O \times LC \times (L_R - L_O) / L_O$$

$R_R$  and  $R_O$  are revised and original fixed charge

$L_R$  and  $L_O$  are revised and original wage rates.

LC is the labour component.

LC is the labour component tabulated below :

Vehicle	12 Hr duty	21 Hr duty	24 Hr duty
<b>Mahindra Bolero AC SLX</b>	0.32	X	X
<b>Mahindra Bolero Non AC DI</b>	0.37	X	X
<b>Mahindra Bolero Camper Huber 2 WD</b>	0.38	0.52	0.59
<b>BUS:: 24+1 Seater Marcopolo (TATA)</b>	0.35	0.50	0.57
<b>TATA Sumo Gold CX, Non AC</b>	0.37	0.51	0.58
<b>TATA Sumo Ambulance</b>	X	X	0.58
<b>TATA Safari Storme EX (4x2)</b>	0.25	X	X
<b>Tata Winger, Std</b>	X	0.49	X

### Running Charge :

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 @ ₹ 53.96/litre has been considered for estimation of running charge.

## **19.0 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 (sixty days for placement of buses) from the date of issue of letter of intent. 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 order**.
- The vehicle should not run more than 5,000 KMs prior to placement.
- The vehicle should not have any prior record of accident and all details of previous insurance claims to be submitted.

If the vehicle is not placed within 30 days (sixty days for placement of buses) from the date of issue of letter of intent for inspection, the Letter of Intent 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.

**20.0** The owner/officer-in-charge shall he 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.

**21.0** In case of any dispute regarding the interpretation and application of any of the conditions of Contract and letter of intent, tender document, the decision of the Tender Committee of NRL shall be final and binding to all concerned.

## **22.0 NUMBER PLATE:**

The number plate should bear colour as per rules in vogue.

## **23.0 COLOUR OF VEHICLES:**

- Colour of the vehicle should be white
- NRL Logo and Numaligarh Refinery Limited should be written on the body of the buses

The above recommended colours may change as per the recommendation of state/district transport authority. No extra payment shall be made by NRL in this regard.

**24.0 All vehicles shall be fitted with back horn to provide audio signal/hooter when the vehicle in reverse gear.**

## **25.0 UNIFORM:**

Uniform for drivers shall be white shirt, black pant and black shoes and that of helpers should be khaki dress and black shoes.

## **26.0 FIXED CHARGE :**

This is the cost for providing & maintaining different types of brand new vehicles 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 detailed in clause 18.0.

## **27.0 RUNNING CHARGE:**

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

## 28.0 PROCEDURE FOR SELECTION OF CONTRACTORS:

Following steps shall be followed for award of contract:

- **The Tender Document is available in NRL website (www.nrl.co.in).** Bidders have to download the tender document from the website for submission in Designated Tender Box kept at CISF Main Gate at NRL site.
- **Only one vehicle can be quoted against one tender document.**
- **If the bidder wishes to bid for more than one vehicle,** separate tender documents need to be submitted for separate vehicles in separate envelopes.
- Bidders have to **super scribe** the envelope with **“Types of Vehicle Quoted for “.....”**.
- Tender document duly signed on each page by the bidder as token of acceptance of rates, terms & conditions, requisite EMD, PAN No., address proof, Service tax declaration etc, all enclosed in a sealed envelope as stated in para-9 of tender document, shall form the offer.
- Tender box shall be closed at 16:00 Hrs of the due date of submission of offers.
- After that through a separate Notice, the list of candidates with respective serial number, for each category of vehicle will be published in the notice board at CISF Gate of NRL premises. The date for Lottery will also be published through the same Notice as well as NRL website.
- On scheduled date of Lottery, Agencies will be selected for award by lottery of the serial nos. and the offers of the selected agencies will be opened in presence of bidders.
- Lottery of high value vehicles shall be carried out first. The sequence of Lottery will be as below:
  - **BUS:: 24+1 Seater Marcopolo (TATA) - 21 Hrs**
  - **BUS:: 24+1 Seater Marcopolo (TATA) - 12 Hrs**
  - **TATA Sumo Ambulance - 24 Hrs**
  - **TATA Sumo Gold CX, Non AC - 24 Hrs**
  - **Mahindra Bolero Camper Huber 2 WD - 24 Hrs**
  - **Tata Winger, Std - 21 Hrs**
  - **TATA Safari Storme EX (4x2) - 12 Hrs**
  - **TATA Sumo Gold CX, Non AC - 21 Hrs**
  - **Mahindra Bolero AC SLX - 12 Hrs**
  - **TATA Sumo Gold CX, Non AC - 12 Hrs**
  - **Mahindra Bolero non AC DI - 12 Hrs**
  - **Mahindra Bolero Camper Huber 2 WD - 12 Hrs**

- Waiting list for each category of vehicles will be generated through the Lottery and it will be equal to 100 % of the required no. of vehicles or minimum 05 nos. whichever is higher, for each category of vehicles shown in Clause-12.
- In case any additional vehicle is required then next Sl. No. in the queue of the waiting list shall be considered for award. Similarly, if any vehicle is to be reduced then it will be done from the bottom of the list selected for issuing order.
- EMDs of the unsuccessful & waiting agencies shall be released after award of the tendered requirement of vehicles.
- The bids of the selected agencies through lottery will go through verification process at NRL. **Those bids which fail to meet Pre Qualifying Criteria as stated in para 4 of this tender document, will be rejected** and their position will be replaced by selected agencies from waiting list in order of their position in the waiting list.
- The list of successful agencies in sequence of their selection shall be displayed in NRL Notice Board after verification.
- No correspondence in any form will be entertained after the Lottery is over and NRL's decision will be final.
- The qualified agencies will have to submit **STCC (Sales Tax Clearance Certificate)** within 10 days from the date of declaration of result of Lottery.
- **Only one vehicle shall be awarded to one agency.**
- Work order shall be issued to qualified agencies. However, placement of vehicle shall be allowed only after obtaining their POLICE VERIFICATION.

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## SCHEDULE OF RATES

Name of Work : “Hiring of Vehicles for NRL (COMM/C22/473)”.

(Tender No. NRL/ADMN/VEH/RA/2013)

Sl. No	Type of Vehicle	Daily Duty Hours	Rate ( ₹ ) (In figure)		
			Monthly Fixed Charge	Tentative Monthly KM	Running Charge/Km
1	BUS:: 24+1 Seater Marcopolo (TATA)	12hrs	₹ 69,959.77	3000 KM	₹ 9.33
2	BUS:: 24+1 Seater Marcopolo (TATA)	21hrs	₹ 98,258.45	5000 KM	₹ 9.33
	BUS:: 24+1 Seater Marcopolo (TATA)	24hrs	₹ 1,27,666.69	5000 KM	₹ 9.33
4	TATA Sumo Gold CX, Non AC	12hrs	₹ 36,536.58	3000 KM	₹ 6.53
5	TATA Sumo Gold CX, Non AC	21hrs	₹ 52,657.44	5000 KM	₹ 6.53
6	TATA Sumo Gold CX, Non AC	24hrs	₹ 68,778.30	5000 KM	₹ 6.53
7	Mahindra Bolero Non AC DI	12hrs	₹ 36,344.24	3500 KM	₹ 6.53
8	Mahindra Bolero AC SLX	12hrs	₹ 41,248.64	3000 KM	₹ 7.25
9	Mahindra Bolero Camper Huber 2 WD	12hrs	₹ 35,523.83	3500 KM	₹ 6.53
9	Mahindra Bolero Camper Huber 2 WD	21hrs	₹ 51,644.69	3500 KM	₹ 6.53
10	Mahindra Bolero Camper Huber 2 WD	24hrs	₹ 67,765.55	3500 KM	₹ 6.53
11	TATA Sumo Ambulance	24hrs	₹ 69,010.86	3000 KM	₹ 6.53
12	Tata Winger, Std	21hrs	₹ 55,195.02	6000 KM	₹ 7.25
13	TATA Safari Storme EX (4x2)	12hrs	₹ 53,390.48	3000 KM	₹ 8.16

*Note: 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.*

Seal & Signature of the Bidder

**ACCEPTANCE OF NRL 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.**

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**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 &amp; Address of the Division and Range office where Registered under Service Tax.:

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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 2013-14 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 2012-13	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:

**BIDDER**  
**INFORMATION**

**Name of Work : Hiring of Vehicle for NRL (COMM/C22/473).**

**Tender No. : NRL/ADMN/VEH/RA/2013**

1.	Bidder's name:	
2.	Complete address:	
3.	PIN Code	
4.	Telephone, Fax, mobile & e-mail:	
5.	ECC No :	
6.	Excise Registration no :	
7.	Micro/Small/Medium/ others/ no category (mandatory)	
8.	Excise Division :	
9.	Excise Commissionarate :	
10.	Central Sales tax no :	
11.	Local/ State sales tax no :	
12.	Service Tax Registration no	
13.	PAN No .	
14.	TIN No:	

**(Keep blank whichever is Not Applicable)**

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**

Stamp:

Date:

**COMPLIANCE TO BID REQUIREMENTS**

**Name of Work** : **Hiring of Vehicle for NRL (COMM/C22/473).**

**Tender No.** : **NRL/ADMN/VEH/RA/2013**

**Name of Bidder** :

We confirm that our bid complies to the total techno-commercial requirements of bidding document without any deviation.

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**

**BID VALIDITY**

**Name of Work** : **Hiring of Vehicle for NRL (COMM/C22/473).**

**Tender No.** : **NRL/ADMN/VEH/RA/2013**

**Name of Bidder** :

We hereby undertake that our bid for the above stated work shall remain valid for a period of 6 (six) months from the date of opening. In case of our revoking or cancelling the bid within the validity period, NRL is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**

**Paste This Slip On the Envelope of the Offer:**

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**Quotation for the job of:**

**Name of Work : Hiring of Vehicle for NRL (COMM/C22/473).**

**Tender No. : NRL/ADMN/VEH/RA/2013.**

**Due date: 10-10-2013**

To,

**DGM (Commercial & Legal)**

Numaligarh Refinery Limited,

NRL Complex, Numaligarh,

Dist : Golaghat **Assam - 785 699**

Phone : 03776 - 265545

Fax No.: 03776-265514

From:

M/s.....  
.....

-----  
**TENDER DOCUMENT RECEIPT**

**Name of Work : Hiring of Vehicle for NRL (COMM/C22/473).**

**Tender No. : NRL/ADMN/VEH/RA/2013.**

Received the tender document for the above mentioned job.

Name of the bidder : M/s.

Address :

Phone & fax :

Contact Person :

\_\_\_\_\_  
Sign of the Bidder/Representative

Date :

Kindly return this receipt to **Commercial Dept. NRL Site**

**CHECKLIST FOR THE BIDDERS BEFORE SUBMISSION OF BIDS**

Particulars	Submitted
Only one vehicle is quoted against one tender document	Yes/No
Separate tender documents submitted for separate vehicles in separate envelopes	Yes/No
Super scribe the envelope with "Types of Vehicle Quoted for"	Yes/No
copy of PAN card attested by gazetted officer	Yes/No
Address Proof attested by gazetted officer	Yes/No
Declaration for Exemption/ Non-Exemption of Service Tax	Yes/No
Acceptance of Rates & Terms & Conditions	Yes/No
All pages of Tender document duly signed	Yes/No

**Earnest Money Deposit**

Category of Vehicle	EMD Amount (Rs.)	Please tick (✓) for the Vehicle Quoted	EMD Details (Value, DD No. & Issuing Bank)
BUS:: 24+1 Seater Marcopolo STR (TATA)	₹ 8,000.00 (Rupees eight thousand only)		
TATA Sumo Gold CX, Non AC	₹ 7,000.00 (Rupees seven thousand only)		
Mahindra Bolero non AC DI	₹ 4,000.00 (Rupees four thousand only)		
Mahindra Bolero AC SLX	₹ 4,000.00 (Rupees four thousand only)		
Mahindra Balero Camper Huber 2 WD	₹ 7,000.00 (Rupees seven thousand only)		
Sumo Ambulance	₹ 7,000.00 (Rupees seven thousand only)		
Tata Winger, Std	₹ 7,000.00 (Rupees seven thousand only)		
TATA Safari Storme EX (4x2)	₹ 7,000.00 (Rupees seven thousand only)		

\_\_\_\_\_  
Signature of the Bidder

\*\*\*\*\*x\*\*\*\*\*