



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

## TENDER DOCUMENT FOR Hiring of Vehicle for BCPL

(For Office use only )

Applicant SI No.....

Lottery Ticket No .....

**Tender No.: BCPL/DIB/C&P/SER/20100121/AB**

**SALE PERIOD : 03/09/2010 to 20/09/2010**

**LAST DATE OF SUBMISSION : REFER PAGE NO 23**

**MODE OF SUBMISSION : BY HAND AT BCPL, DIBRUGARH**

**Tender Fee: Rs 500.00(Non-refundable) to be submitted in the form of DD drawn in favour of Brahma Putra Cracker and Polymer Ltd payable at Dibrugarh .**

**VEHICLE APPLIED FOR: .....**

**(Mention only single vehicle against one tender)**

**(Bidder must categorically specify the name of vehicle in the above space)**

**Note:**

1. Applicant must read carefully the page no. 2 before submission of tender.
2. Applicant must categorically fill up all the points (where applicable) in the check-list at page no. 3 and No Deviation Confirmation at page no 22.
3. Bidder must sign on each and every page of tender document.
4. Incomplete /False/Wrong information, not signing on each and every page, non submission of exact information as required in the specified spaces of the tender will be summarily rejected.

**PREPARED & ISSUED BY  
Brahmaputra Cracker and Polymer Limited  
(A Govt. of India Enterprise)**

ALL BIDDERS ARE CORDIALLY REQUESTED TO GO THROUGH THE ENTIRE DETAILS OF THE TENDER DOCUMENT. HOWEVER, A FEW POINTS ARE SUMMARIZED BELOW FOR READY REFERENCE OF THE BIDDERS.

- Bidder must categorically mention the vehicle applied for on the top of the envelope and on the 1<sup>st</sup> page of the tender. (one vehicle for one tender)
- Bidders may opt to quote for more than one vehicle and separate tender have to be purchased against individual vehicle with requisite tender fee of Rs 500.00 for each tender. The tender fee is non refundable and the same shall be submitted in the form of DD drawn in favour of Brahmaputra Cracker and Polymer Ltd payable at Dibrugarh .
- EMDs to be submitted along with the tender as per the specified amount (Refer page no.4) for each vehicle. Accordingly, separate EMD for separate vehicles have to be submitted.
- Tender without EMD/Lesser amount of EMD will be summarily rejected.
- Bidder has to sign on each and every page of tender document.
- Bidder will have to agree for the Monthly Fixed Charge (MFC), Running Charge/Km, OT rate and Nighthalt charges as specified in the tender. The prices mentioned in the tender is inclusive of VAT at the present applicable rate of 5% which will be deducted at source.
- **Bidder must submit the tender directly to the Officer of C&P department by hand. No other mode of delivery is accepted.**
- On submission of the bid, bidders will be allotted the Lottery ticket Number against each quoted vehicle .
- Lottery numbers will be allotted serially. Bidders will not be allotted numbers as per their request.
- The issued lottery ticket will act as an Entry/Gate pass .One person will be allowed to enter to the lottery draw venue against each ticket issued.
- Date of Lottery and Venue will be indicated in the Lottery ticket to be issued during submission of tender.
- **# Any further query regarding this tender may be communicated to the C&P Department, BCPL to 0373-2371112 from 15.00 hrs to 17.00hrs on all working days till 18.09.2010**

Checklist before Submission of Bids	
Particulars	Submitted
PAN No.	Yes/No
Already registered with under Assam VAT Act 2003	Yes/No

**NB:** The bidder who is not having VAT registration /PAN card at the time of submission of bid ,the same is to be submitted within 30 days from the date of receipt of LOI(if selected in lottery)

The present required vehicle, quantity and EMD as under:

Name of Vehicle	Qty	Applicable EMD Amount (Rs.)/per vehicle
SUMO VICTA EX DI with AC	28	8000.00
STAR BUS LP 712 EX/42 BS III (32 Seater with AC)	4	15000.00
TATA MOBILE 207 DI NON AC CC P/S BS II	1	7000.00
WINGER 32 BS III AMBULANCE with AC	1	11000.00
XENON XTEX (4X4) WITH AC	2	7000.00
INDICA VISTA AQUA TDI with AC	3	7000.00
TATA SUMO CX DI NON AC	3	7000.00
GYPSY (SOFT TOP)	1	7000.00
BOLERO with AC (SLE)	1	8000.00
SCORPIO LX 2WD	1	8000.00
TAVERA NeO2LS B3	2	8000.00

The vehicle we have quoted for alongwith EMD details is as under:

Vehicle quoted for	EMD	EMD Details

- We conform 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**

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Signature of the Bidder

**LETTER INVITING TENDER**

To,  
M/s

Date:

**Subject : Bid document for “Hiring of Vehicle for BCPL”  
(Tender No. BCPL/DIB/C&P/SER/20100121/AB)**

Dear Sirs,

Sealed offer in single bid is invited by Brahmaputra Cracker and Polymer Limited for the work as detailed below:

- |                                 |          |   |
|---------------------------------|----------|---|
| <b>1. Name of the work</b>      | <b>:</b> | <b>“Hiring of Vehicle for BCPL”</b>                   |
| <b>2. Earnest Money Deposit</b> | <b>:</b> | EMD for different of types of vehicles be as follows. |

<u>Type of Vehicle</u>		<u>Amount of EMD/per vehicle</u>
➤ SUMO VICTA EX DI with AC	::	Rs. 8,000.00
➤ STAR BUS LP 712 EX/42 BS III (32 Seater with AC)	::	Rs. 15,000.00
➤ TATA MOBILE 207 DI NON AC CC P/S BS II	::	Rs. 7,000.00
➤ WINGER 32 BS III AMBULANCE with AC	::	Rs. 11,000.00
➤ XENON XTEX (4X4) WITH AC	::	Rs. 7,000.00
➤ INDICA VISTA AQUA TDI with AC	::	Rs. 7,000.00
➤ TATA SUMO CX DI NON AC	::	Rs. 7,000.00
➤ GYPSY (SOFT TOP)	::	Rs. 7,000.00
➤ BOLERO with AC (SLE)	::	Rs. 8,000.00
➤ SCORPIO LX 2WD	::	Rs. 8,000.00
➤ TAVERA Neo 2LS B3	::	Rs. 8,000.00

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

- |  |          |   |
|--|----------|---|
| <b>3. Contract Period</b>                            | <b>:</b> | Please refer Para—4 of Special Terms & Conditions for details(SCC-PART A)   |
| <b>4. Last date &amp; time for submission of bid</b> | <b>:</b> | Refer page no 23  |
| <b>5. Mode of submission of bid</b>                  | <b>:</b> | <b>By hand</b>  |
| <b>6. Refund of EMD</b>                              | <b>:</b> | <b>EMD</b> to the unsuccessful bidder will be released after award of Contract.   |
| <b>7. Place of submission of Bid</b>                 | <b>:</b> | <b>Manager (C&amp;P)</b><br><b>Brahmaputra Cracker and Polymer Limited</b><br>Pushkara House, Natun Gaon, A.T. Road, P.O.:<br>Mohanaghat, Dibrugarh-786008, Assam |

**8. Submission of Offer.**

The bid along with EMD should be submitted in a sealed envelope superscribing the following:

**Type of Vehicle Quoted:**-----

**Quotation for the job “Hiring of Vehicle for BCPL”**

**(Tender No. BCPL/DIB/C&P/SER/20100121/AB)**

Tender under sealed cover as stated above will be received at the Office of C&P Department of Brahmaputra Cracker and Polymer Limited till the time and date mentioned at page no 23. Bidders may submit their offers on or before the last date & time of bid receipt **by hand only**. Separate tender document should be purchased by an agency if they desire to participate in tendering of more than one vehicle. **HOWEVER, MAXIMUM OF ONE VEHICLE SHALL BE AWARDED TO ONE AGENCY.**

**9. Earnest Money :**

Each offer should be submitted along with Earnest Money Deposit of appropriate values as indicated in page no 4 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 Brahmaputra Cracker and Polymer Limited payable at State Bank of India, Dibrugarh. **Tender without EMD will be rejected.**

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

Please refer Para-3 of special terms and conditions.(SCC-Part A)

**11. Rate:**

Rates for individual vehicle are mentioned at SOR (Annexure-I).All bidders must agree to accept the rates.

**12. Security deposit:**

Please refer Para-5 of special terms & conditions. (SCC-Part A)

**13. Terms of payment:**

Payment shall be made on monthly basis against submission of proper bill alongwith the logbook records of the preceding month duly certified by Engineer-In-Charge.

The above payments are subject to deductions towards Income tax, VAT and other recoveries as applicable as per terms of contract.

**14. Price, Taxes, Duties:**

The SOR rates are firm rates inclusive of all taxes and duties.

DISPLAYED BCPL 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.

**15. Other terms and conditions:**

- a) 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.

- b) **Agencies not participating in the bid, should return the bid document immediately within due date of submission,** stating the reasons for non participation.
- c) The management of BCPL 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 including the general loss control rules of BCPL, 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) **Senior Manager (HR),** BCPL, shall be the Engineer-in-charge of the work and the contractor will have to abide by the instructions of Engineer-in-charge as given from time to time.
- g) 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.
- h) No escalation of contract value with respect to fixed charge and charge for outstation stay per night in any form whatsoever will be entertained during the contract period. **(Please refer Para-17 of special terms and conditions-Part A)**
- i) No mobilization advance will be paid to the contractor for execution of the work.
- j) Insurance shall be effected by the contractor for all its employees engaged in the performance of the subject job.
- k) 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 BCPL.
- l) 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 indemnity 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.
  - 2. The Motor Transport Worker's Act.
  - 3. The Minimum Wages Act.
  - 4. The Workman's Compensation Act.
  - 5. The Payment of Wage Act.
  - 6. The Payment of Bonus Act.
  - 7. The Employees Provident Fund & Misc. Provisions Act.
  - 8. Family Pension Scheme,
  - 9. Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act,
  - 10. 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.

**For and on behalf of Brahmaputra Cracker and Polymer Limited**

**Arunjyoti Dutta**  
**Sr Officer(C&P)**

### **SPECIAL CONDITIONS OF CONTRACT (PART-A)**

**Name of Work :** "Hiring of Vehicle for BCPL"

**Tender No. :** BCPL/DIB/C&P/SER/20100121/AB

**Name of Bidder :**

#### **1.0 General Definitions:**

- 1.1 "OWNER" means the Brahmaputra Cracker and Polymer Limited.
- 1.2 'ENGINEER-IN-CHARGE' means official authorized by BCPL.

#### **2.0 Location:**

2.1 Generally the vehicle shall operate in all the locations of BCPL i.e Dibrugarh, Lepetkata, Duliajan, Lakwa, Guwahati or any other places within the state of Assam and North Eastern Region and outside as per instruction of Engineer-in-Charge.

#### **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 Wherever it is mentioned in this tender that the contractor shall perform certain work of provide certain facilities/equipment, it is understood that the contractor shall do so at **his own cost**.

#### **4.0 Period of Contract:**

4.1 Period covered by this contract shall be for duration of **3 (three)** years to be reckoned from the date vehicle is ready for services in Brahmaputra Cracker and Polymer Limited. However, the date of placement of vehicle should not be later than 30 days from the date of acceptance of Letter of Intent. If necessary, the Owner/Engineer-In-Charge may, at his discretion, extend the period of contract up to a maximum of one year or a part there of.

If necessary, the Owner/Engineer-in-Charge may, at his discretion, terminate the contract within the contractual period serving at least 30 days notice.

In case of failure by the contractor to fulfill any of the contractual obligation, the owner/Engineer-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/in-charge.

4.2 In the event of the Owner and/or the Engineer-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/Engineer-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 Engineer-in-charge shall be final and binding.

#### **5.0 Security Deposit:**

5.1 **Rs. 10,000.00** should be deposited as **Security Deposit** prior to placement of vehicle in the form of Demand Draft drawn in faour of M/s Brahmaputra Cracker and Polymer Limited, payable at Dibrugarh. 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.**

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

#### 6.0 **Income Tax:**

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.

#### 7.0 **Timing:**

7.1 As indicated in the SOR, vehicles shall be used for daily service basis. This service time **includes Sundays and Holidays** and the vehicles shall operate as per time schedule and instruction, required.

7.2 Night halt will be paid at the quoted rate for outstation journeys. The contractor shall be responsible for boarding and lodging of the driver. No responsibility for these shall be to the Owner.

#### 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 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.**

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

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

8.5 Placement of vehicles shall be allowed only after police verification of agencies.

8.6 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.

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 cost and risk and in the event of non-supply of vehicle for the aforesaid reasons, compensation to BCPL as per Clause 14 is payable, if no suitable substitute approved by the Engineer-in-Charge is provided by the contractor within three hours of such seizure or detention.

#### 9.0 **Staff for Operation and Maintenance of Vehicles:**

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 2 (two) numbers of drivers should be deployed by contractor in case of vehicles for 24 hrs duty. In case of buses, along with the driver, one no of helper is to be deployed.

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. 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 BUSES.**

9.3 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.

#### **10.0 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, payment of wages to cleaners 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 Engineer-in-Charge. Withdrawal of vehicle by contractor shall be done with prior intimation to the Engineer-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 Engineer-in-Charge and the same shall be decided by Engineer-in-Charge against sufficient notice by the contractor. 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 Contractor shall be allowed for servicing of his vehicle for one day once in a two month without any substitute after obtaining consent of Engineer-In-charge.

#### **11.0 Requirement of Vehicle:**

11.1 The minimum requirements of vehicle is as follows:

Type of Vehicle	Duty Hours	Minimum Requirements
SUMO VICTA EX DI with AC	12 Hours	28
STAR BUS LP 712 EX/42 BS III (32 Seater with AC)	12 Hours	4
TATA MOBILE 207 DI NON AC CC P/S BS II	12 Hours	1
WINGER 32 BS III AMBULANCE with AC	24 Hours	1
XENON XTEX (4X4) WITH AC	12 Hours	2
INDICA VISTA AQUA TDI with AC	12 Hours	3
TATA SUMO CX DI NON AC	24 Hours	3
GYPSY (SOFT TOP)	12 Hours	1
BOLERO with AC (SLE)	24 Hours	1
SCORPIO LX 2WD	12 Hours	1
Tavera Neo 2LS B3	12 Hours	2

BCPL reserves the right to increase or decrease the requirement.

For the present, number of vehicle will be required as indicated above.

In addition to the above requirement the following nos of bidders under each category shall be kept in panel .The panel may be utilized in case of failure on the part of any contractor /additional future requirement.

Type of Vehicle	Duty Hours	Bidders to be kept in panel
SUMO VICTA EX DI with AC	12 Hours	14
STAR BUS LP 712 EX/42 BS III (32 Seater with AC)	12 Hours	4
TATA MOBILE 207 DI NON AC CC P/S BS II	12 Hours	3
WINGER 32 BS III AMBULANCE with AC	24 Hours	1
XENON XTEX (4X4) WITH AC	12 Hours	1
INDICA VISTA AQUA TDI with AC	12 Hours	4
TATA SUMO CX DI NON AC	24 Hours	7
GYPSY (SOFT TOP)	12 Hours	1
BOLERO with AC (SLE)	24 Hours	3
SCORPIO LX 2WD	12 Hours	5
Tavera Neo 2LS B3	12 Hours	4

The panel will be valid for 1 year from the date of Lottery. In case the requirement of vehicle arises after 1 year, the Monthly Fixed Charge (MFC) will be reviewed on mutual agreement between BCPL and the bidder. **Bidders under panel shall be chosen on the sequence on first drawn basis.**

- 11.2 The contractor shall place the vehicle for services at BCPL **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. However, for buses, placement period shall be sixty days from the acceptance of Letter of Intent.

#### **12.0 SUBLETTING:**

During the period of contract, the vehicle shall be exclusively in use of the owner as per direction of the Engineer-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 done, in the manner decided by the Engineer-in-Charge. In case of defective Kilometer, during a small specific period, the distance covered by vehicle for official purpose, shall be assessed by the Engineer-In-Charge whose decision shall be final and binding. Logbook shall have to be produced before the Engineer-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 BCPL. 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:

Type of Vehicle	Penalty per hour
SUMO VICTA EX DI with AC	Rs. 30.00
STAR BUS LP 712 EX/42 BS III (32 Seater with AC)	Rs. 60.00
TATA MOBILE 207 DI NON AC CC P/S BS II	Rs. 30.00
WINGER 32 BS III AMBULANCE with AC	Rs. 30.00
XENON XTEX (4X4) WITH AC	Rs. 30.00
INDICA VISTA AQUA TDI with AC	Rs. 30.00
TATA SUMO CX DI NON AC	Rs. 30.00
GYPSY (SOFT TOP)	Rs. 30.00
BOLERO with AC (SLE)	Rs. 30.00
SCORPIO LX 2WD	Rs. 30.00
TEVERA Neo 2 LS B3	Rs. 30.00

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-Engineer-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 under Control Certificate the vehicle shall be released as deemed necessary by Engineer-in-Charge.

**16.0 PAYMENT OF BILL:**

Contractor shall submit bills in duplicate to the Engineer-in-Charge every month along with the log book duly certified by the user department and other relevant documents in support of the claims in the bill. Payment shall be made in crossed cheque (Account Payee) only.

**17.0 VARIATION IN CONTRACT PRICE:**

No escalation of contract value with respect to fixed charge and outstation stay charge in any form whatsoever will be entertained during the contract period.

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. 38.46/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 Engineer-in-Charge within 30 days (sixty days for placement of buses) from the date of acknowledgement of letter of intent. No vehicle shall be acceptable for operation unless they are inspected and approved by the Engineer-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.**

If the vehicle is not placed within 30 days (sixty days for placement of buses) from the date of acknowledgement of letter of intent for inspection, the Letter of Intent automatically lapses without any further necessary action and EMD stands forfeited.

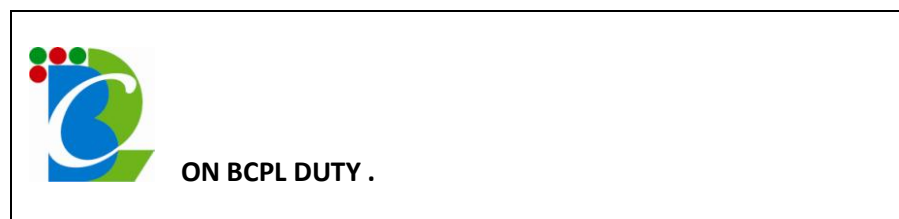
OWNER reserves the, right not to accept any or all the vehicles provided by the contractor in case they are not found to be in good running condition and not as per the specification agreed to.

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

18.2 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 BCPL shall be final and binding on all concerned.

#### 19.0 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 Engineer-in-charge:



#### 20.0 UNIFORM:

Uniforms for drivers and helper should be Khaki Dress & Black Shoes.

#### 21.0 FIXED CHARGE:

This is the cost for providing & maintaining different types of brand new vehicles on hire basis with driver/helper 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 Engineer-in-charge. **No escalation of contract value with respect to fixed charge in any form Whatsoever will be entertained during the contract period.**

#### 22.0 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 Engineer-In-Charge.

### **23.0 OUTSTATION STAY:**

This is the cost for providing & maintaining different types brand new vehicles on hire basis with driver/helper with prescribed uniform etc. including payment of all taxes/insurance/obtaining fitness certificates/road permit/Cost of service and repairing, spares complete as directed by the Engineer-In-Charge per night basis **overnight staying of vehicle outside Dibrugarh District.**

**No escalation of contract rates with respect to charge for outstation stay, in any form whatsoever will be entertained during the contract period.**

### **24.0 PROCEDURE FOR SELECTION OF CONTRACTORS:**

Following steps shall be followed for award of contract:

- Tender documents shall be issued on submission of cost of tender document **Separate tender documents needs to be purchased for separate vehicles.**
- Rates of Fixed Charge, Running Charge outstation stay shall be provided in the tender document.
- Tender document duly signed on each page by the bidder as token of acceptance of rate, terms & conditions, requisite EMD all enclosed in a sealed envelope superscribing the vehicle applied for on the top of the envelope.
- Offers shall be received till 1.00 PM of last date of submission of offer.
- All offers accepting tendered rates, terms & Conditions as directed by BCPL, without any deviation and accompanied by requisite amount EMD shall be considered for Further evaluation.
- Offers qualifying the above criteria shall be given one serial number during opening.
- Agencies for different categories of vehicles of requisite nos. shall be selected by lottery of the serial nos. in presence of bidders. Lottery of high value vehicles shall be carried out first.
- Waiting list for each category of vehicles as mentioned in SOR shall be created by lottery to meet any future requirement. However, EMD of these agencies shall be released after award of the tendered requirement of vehicles. Prior to award of future required vehicles, these agencies have to deposit the requisite security deposits.
- 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.

## **SPECIAL CONDITIONS OF CONTRACT (PART-B)**

### **1.0 AWARD OF WORK AND CONTRACT DOCUMENT**

#### **1.0 AWARD OF WORK**

Selected bidders from lottery shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.

#### **1.1 CONTRACT DOCUMENT**

1.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the 'Form

Of Contract' (Annexed to LOI/FOI), within 10 days of receipt of LOI/FOI/Detailed Letter of Award .

1.2.2 Contract Documents to be signed between BCPL & selected bidder shall consist of the following:

- i) Agreement on stamp paper of appropriate value.
- ii) Letter of Intent / Fax of Intent
- iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
- v) Original bidding document
- vi) Addendum /Corrigendum issued to bidder, if any.

### **2.0 SERVICE TAX:**

The Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

### **3.0 MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

### **4.0 MISCELLANEOUS:**

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

### **5.0 SUBMISSION OF TENDER DOCUMENTS:**

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder.

### **6.0 ADHERENCE TO SAFETY REGULATIONS:**

Contractor shall ensure that all safety precautions required one observed at all times during the execution of the job.

### **7.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION :**

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

## 8.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

## 9.0 SUB LETTING OF WORK:

No contractor shall sub let or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sub lets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub contractor jointly submits a joint written settlement to BCPL.

## 10.0 GENERAL DEFINITIONS:

10.1 **"AMBULANCE"** means Ambulance Vehicle manufactured by TATA and Model will be WINGER with AC as defined in SOR especially designed for carrying patients, fitted with necessary fittings and accessories, along with valid registration, permit and insurance document and driver. Fittings & accessories should include Oxygen Trolley, Stretcher, Saline Stand, Emergency Medicine Kit etc. The Driver of the vehicle must possess mobile phone for ready communication. The vehicle must be diesel driven. The model of Vehicles must be new that is ex-showroom.

10.2 **"SCHEDULE OF RATES"** means the **Annexure – I** (SOR) attached to this contract.

10.3 **"UNAUTHORIZED PASSENGER"** means any passengers traveling in the Vehicles without due authority of BCPL or not having identity card as proof being BCPL Employee.

10.4 **"MONTH"** means a complete calendar month of the year.

10.5 **"DAY"** means day starting from 0000 hrs to 2400 hrs.

10.6 **"HOUR"** means an hour of sixty minutes. For the purpose of hire charges and Penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

10.7 **"AREA OF OPERATION OF VEHICLE"** means the area/place connected with activities of BCPL in the state of Assam or any other place at the sole discretion of BCPL.

10.8 **"DISTANCE"** means the distance by the shortest approachable route unless otherwise specified.

10.9 **"CHARGES"** means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.

10.9.1 **"PRO-RATA HOUR RATE"** means a rate arrived at by the following formula:

$$\text{For 12 hrs duty Vehicles} = \frac{\text{monthly charges}}{30 \times 12 \text{ hrs}}$$

10.9.2 **"Normal duty hours of vehicle"** means 12 hr. duty including half an hour lunch/break on any day which shall be the time to be given by the authorized Engineer. For 24 hours duty car the normal duty hours shall be 24 hours and no over time charge shall be applicable.

10.9.3 **"OVERTIME"** means use or detention of Vehicles on any day beyond normal duty of 12 hours of Vehicles till its release from duty either at its designated reporting place or at any place/in any area beyond designated reporting place.

10.9.4 **"Reporting Place of Vehicles"** means BCPL office, Dibrugarh /any operational site where a Vehicle shall normally report for duty. Reporting place of Vehicles shall be designated at the time of placement of work order and may be changed at any time during the currency of contract, if such requirement arises.

10.9.5 **"NIGHT HALT"** means overnight stay of Vehicles at any place/ in any area beyond the municipality area of Dibrugarh City

- 10.9.6 **"SUITABLE SUBSTITUTE"** means Vehicle of similar make/model not less than 2009. In case the contractor fails to arrange the same, he can temporarily provide a taxi in good condition as a substitute, acceptance of user/Engineer of transport section of BCPL.
- 10.9.7 **"THE CONTRACT"** means the formal contract executed between BCPL and the contractor as a result of Tender No **BCPL/DIB/C&P/SER/20100121/AB**. The specifications instructions issued from time to time of COO, BCPL or by his representative and all documents taken together shall be deemed to form contract and shall be complimentary to one another.
- 10.9.8 **"CAPACITY"** means the number of passengers the Vehicles can carry in addition to the driver.

#### **11.0 PERIOD OF CONTRACT:**

- 11.1 The contract will be valid for a period of 3 years, commencing from the date of placement of vehicle or 30 days from the date of work order whichever is earlier.
- 11.2 The contract can further be extended for a further period of 01(One year) or part thereof on same rates, terms & conditions on the sole discretion of BCPL.

#### **12.0 SCOPE OF CONTRACT:**

Award of contract to successful contractor will not entitle him/them exclusive right to deploy the Vehicles on hire for all requirements.

The Vehicles shall normally be used for and within the area of operation and within whole of Assam the vehicle can be stationed at any BCPL sites/installations/offices. Whenever change of place is there it will be intimated to the contractor.

The 12 hrs duty Vehicles shall be required for the BCPL service for 12 hrs (herein after called "DAY DUTY"). In case of need/emergency it can be used / called beyond day duty hours. The 24 hrs duty vehicle shall be turned as DAY – NIGHT duty and shall be required for BCPL service for 24 hrs and the day unit shall be calculated from 06.00 hrs.

The Vehicles are required for all days in a month.

The Vehicles shall be required to stay beyond duty place in a month during operational exigencies.

The vehicle will be deployed as per the requirements of the company

#### **13.0 OPERATIONAL REQUIREMENTS & GENERAL CONDITIONS:**

The tenderer shall be required to deploy contract carriage vehicles at BCPL Dibrugarh & Lepetkata office or any other place at the sole discretion of BCPL depending upon requirement. Whenever change of place is there, it will be intimated to the contractor.

Vehicles should report for duty with sufficient fuel for 200 kms. In case sufficient fuel is not available in the Vehicle, the kms. Run & time consumed by the Vehicles for refueling will be on contractor's account.

All the drivers should be equipped with Mobile Phone so that they can be contacted as & when required.

In case of break-down / maintenance of a particular vehicle, the agency should provide similar type of vehicle as replacement.

As the terrain of the project site is rough, so a Toeing arrangement (clamps, slings etc.) should be available with all the vehicles.

The Vehicles are required to go to BCPL sites/outstations without notice and may be required to stay overnight also at site/outstations.

BCPL does not bind itself to provide any parking place and BCPL shall not be responsible for safety or security in relation to the contractor's vehicles/Staff/equipment or any other properties.

The contractor shall be required to deploy the Vehicles conforming to the specifications with all-requisite tools, new tyre and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force. The Vehicles will be used for carrying men within or outside the state of Assam for which the necessary permits have to be obtained by the contractor. The vehicle upholstery, and the state of cleanliness shall be in presentable and of good quality. If found otherwise while in BCPL duty, such Vehicles may not be taken on duty and will attract Penalty as per clause 14.0 (SCC-Part A)



The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately provide substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) will be regulated as per the Penalty clause and also the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by BCPL if any, whichever is higher.

The decision of shall be final and binding on the contractor. BCPL need not show the proof of having incurred additional expenditure.

The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly. The contractor shall withdraw such driver from the BCPL's duty, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. BCPL's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from BCPL's duty on complaint, the Vehicles shall not be accepted for duty and shall attract Penalty as per the Clause No. 14.0(SCC-Part A) of tender.

In case any Vehicles is withdrawn from duty by the contractor or if he fails to provide a substitute or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for that day against the Vehicle and penalty as per the clause No. 14.0 shall be imposed which shall be recovered from the bill(s) of the contractor without any notice.

The Vehicles on duty are subject to surprise checks by the Engineer of the BCPL for carrying any unauthorized passenger or any conduct prejudicial to the interest or image of the BCPL. This inspection will also be applicable to any breakdown/maintenance/substitute provided by the contractor. In case of any default being deducted action shall be taken as per the provisions of contract including de-hire.

The contractor is to provide Vehicles for the duty with tank full with fuel and sufficient money as per the notified requirement for long distances/outstation duties. In case sufficient fuel is not available in the Vehicles tank, the km run and the time consumed by the vehicle for refueling shall be on the contractor's account and absence shall attract penalty as per penalty clause 14.0(SCC-Part A).

The first placement of Vehicles for duty place shall be notified at the time of placement of work order under this contract. In case of any change of duty place at any time the same shall be intimated in writing or by recording in the logbook in advance if required.

The contractor shall display a mark "ON BCPL DUTY" on vehicle at his cost for making the vehicle conspicuously distinguishable from a distance.

Before and after the duty hours of BCPL and on holidays, the vehicles deployed for BCPL's Duty should not be used for other than BCPL's Duty. In case the same is detected penalty @ Rs.500/- per each occasion will be imposed.

The driver/contractor shall not carry any unauthorized passenger in the Vehicles. In case the same is detected no payment of standing charges shall be admissible.

The contractor directly and through his employees shall perform all works herein contemplated under this contract. In the performance of the work, contractor is independent with the authority to contract and direct the performance of the work, as BCPL being interested only in the results. However, the work contemplated herein shall meet the approval of the BCPL and be subjected to the general rights or direction and inspection with reference to the results to be obtained and to secure the satisfactory performance thereof. Neither contractor's employees nor employees of its sub-contractors shall be considered employees of the BCPL.

The contractor shall ensure that the speedometer and other instruments/meters for driving and operating Vehicles safety devices etc., are in first class working conditions and in case of any defect developing or defects pointed out by BCPL authority/user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost.

The contractor must keep "Standby" arrangements to keep his vehicle(s) in operational fitness and attend to any breakdown services en-route. If the contractor fails to discharge the duties satisfactorily under the contract, BCPL reserves the right to cancel/terminate the contract at any time by giving appropriate notice as per terms and conditions of contract.

The contractor shall ensure the security arrangement/parking places for their vehicles hired on BCPL duty. For such security or parking place, BCPL does not take any responsibility whatsoever.

All vehicles reporting should be under the control of contractor after duty hours and he shall be responsible to provide the vehicle when called for after duty hours.

The contractor should intimate his permanent address for correspondence / communication in writing along with his offer for correspondence in regard of this contract. Any change in permanent address shall be intimated at least 15 days before such change.

The Vehicles once placed and accepted for service shall not normally be changed during currency of contract. However, if such changes are necessitated owing to reasons such as major breakdown, accidents and unforeseen circumstances etc., the acceptance of replacement Vehicles is subject to inspection and acceptance of Vehicles by authorized Engineer of BCPL.

Drivers of the Vehicles normally should not be changed during currency of contract. All the drivers are required to obtain non-employee duty passes from BCPL. Drivers not holding non-employee duty passes may not be accepted for duty.

In case of arranged Vehicles hired from other sources by contractor and deployed for BCPL's duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned party indicating his willingness and that he will not make any claim whatsoever to the BCPL.

The drivers of the Vehicles should bring their lunch along with them while reporting for duty. Any journey undertaken by the vehicle for this will be on contractor's account and will not be payable.

The contractor shall ensure that his crew should refrain from smoking or carrying any inflammable substances when on duty at any of the installations /store yards/offices etc. He shall abide by the usual & special rules regarding safety & security measures while on duty with BCPL as per the direction of the safety representative of the BCPL at the works sites/installations.

The Vehicles shall not leave the duty point for any purpose (including refueling) without the specific permission/entries in logbook of the user.

In the event of the vehicle drivers ask any amount from the user of vehicle towards expenditure like diesel, consumables etc, BCPL will deduct double the amount from the contractor bills without any notice.

#### **14.0 QUALITY/CONDITION OF VEHICLES WHILE ON DUTY OF BCPL:**

As the Vehicles will be mostly on important duties, a special care has to be taken:-

Seat springs with proper tension, good supplementary seat-cushions and high quality upholstery to provide extra comfort.

Seat covers of good quality shall be provided. These shall be changed /washed periodically, as required.

The bushings, spring/shock absorbers shall be maintained in excellent condition to provide absolute riding comfort.

The Vehicles should be noise-free. Any rattling, sound of loose nuts/bolts windows, shutters, spare wheel with tire, fan belt and loosely kept tool box etc. should be completely done away with.

Battery, tires, brakes, Head/light beam adjustment indicator and other lights, starter, wiper, window shutter should be in good and smooth working/serviceable conditions.

**All the vehicles should be equipped with a Mini Fire Extinguisher suitable for vehicles.**

#### **15.0 VEHICLE DOCUMENT:**

The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Pollution Control Certificate, Insurance Certificate, Fitness

Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees etc., if any required during and for the duty with BCPL. The responsibility of any lapse in this regard shall be that of the contractors/owners exclusively. BCPL its Engineers/employees shall in no way be responsible for any lapse/default of the owner/contractor and BCPL, its Engineers/employees shall be completely indemnified and kept harmless by the contractor against such default.

#### **16.0 LABOUR REGULATIONS AND OTHER ENACTMENT:**

The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold BCPL and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the BCPL in this regard due to the non-fulfillment of the obligations and violation by the contractor.

The tenderer will be fully responsible for any and all disputes arising out of any labour act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the tenderer to pay the driver/any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, tenderer is personally responsible.

The contractor must indemnify the BCPL its employees against any Penalties incurred as the principal employer for any failure of contractor to honour the various Central/State/Local self-body laws/enactment's in this respect.

The contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by the contractor under the contract.

#### **17.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):**

The acceptance of a Vehicle in the service of BCPL will be subject to the inspection of the vehicle documents and the documents of the driver, by an Engineer or board of Engineers of BCPL. Such inspection(s) will be carried out initially before the first acceptance of the car and at an appropriate periodical or by surprise checks at the discretion of the BCPL/ENGINEER-IN-CHARGE. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with the BCPL its decision shall be final and binding on the contractor.

Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of BCPL by any Engineer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not supersede the discretion of the BCPL on specifications regarding the Vehicles for its acceptability to the BCPL under this contract.

Any Vehicles on duty of the BCPL is subject to the surprise checks by an authorized Engineer of the BCPL for its operational condition or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of the BCPL. In case of any default being detected action shall be taken as per the provisions of contract including de-hiring if necessary.

#### **18.0 LOG BOOK MAINTENANCE:**

In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

The logbook shall be drawn at the commencement of service from the specified place on calendar month basis in the last week of every month.

Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up all columns and signed by the Engineer of the BCPL using the vehicle and driver immediately on completion of the duty, daily with NAME AND DESIGNATION of the Engineer and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. **If the name and designation of the user/Engineer/Officer is not clearly identified the payment for such journeys may not be admitted.**

The responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

The tenderer shall be entitled to payment for the completed kilometers distance for the places of visit as per the logbook entries. It is, therefore, the tenderer's/his driver's duty to obtain the reconciliation of kilometer (IN) and kilometer (OUT) distance with the endorsement of the places visited on any duty carried out. In case of any excess kilometers run, the same will be deducted from the total kilometers and no payment will be made. In case the Vehicles used for private purpose/duty, such use also is to be got recorded separately in the logbook.

The Speedometer of the Vehicles should not be disconnected when vehicles are released after duty. The distance traveled on account of to and from journey from garage to reporting place should be reflected in logbook.

In case the Vehicles are used for private duty under order such use also is to be got recorded separately in the logbook.

#### **19.0 ACCIDENTS/DAMAGES/CLAIMS LIABILITIES:**

In the event of any accident or damages while the vehicle(s) is on the duty of BCPL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by BCPL or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by BCPL on this account.

The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of BCPL. The contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. the BCPL employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the BCPL on this account.

The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on BCPL Duty.

BCPL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for the BCPL duty by him.

It is the responsibility of the contractor to inform the user of the vehicle as well as the Head of Transport department the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption of BCPL's operations, provide substitute and submit a detailed report to the head of transport section within 24 hrs for the record of BCPL.

Absence of vehicle due to any accident, or any other reason whatsoever, may not be entitled for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor unless otherwise exempted for reasons beyond the contract's control.

#### **20.0 RATE**

BCPL shall pay for the services of the Vehicles at the rates mentioned in the Schedule enclosed.

Parking fee and Toll fee incurred by the contractor in respect of the vehicles on BCPL duty will be claimed along with the monthly bills and would be reimbursed to the contractor by BCPL as per actual. The payment shall be admissible on submission of the receipts certified by the user

## Schedule Of Rate (SOR)

### Annexure-I

SN	Type of Veh	MONTHLY FIXED CHARGE(MFC)	Rate P KM(A)	No. of Veh(B)	Duty Hrs	OT Rate per Hr(E)	Outstation Charge(H)
1	SUMO VICTA EX DI with AC	29431	4.91	28	12	25	200
2	STAR BUS LP 712 EX/42 BS III (32 seater with AC)	63646	7.37	4	12	25	400
3	TATA MOBILE 207 DI NON AC CC P/S BS II	24836	3.69	1	12	25	200
4	WINGER 32 BS III AMBULANCE with AC	40780	5.53	1	<b>24</b>	0	200
5	XENON XTEX (4X4) WITH AC	38547	3.69	2	12	25	200
6	INDICA VISTA AQUA TDI with AC	22867	2.46	3	12	25	200
7	TATA SUMO CX DI NON AC	33876	3.69	3	<b>24</b>	0	200
8	GYPSY (SOFT TOP)	26389	3.91	1	12	25	200
9	BOLERO with AC (SLE)	35062	3.69	1	<b>24</b>	0	200
10	SCORPIO LX 2WD	33557	4.42	1	12	25	200
11	TEVERA Neo 2 LS B3	34259	4.42	2	12	25	200

**Note:**

1. Above rate is inclusive of all taxes and duties.
2. Service tax shall be payable extra (if applicable) and same shall be paid on submission of documentary evidence.
3. Parking Fee/Toll fee shall be reimbursed alongwith monthly bill on submission of Receipt etc.

**Annexure - A****NO DEVIATION CONFIRMATION/BIDDERS DETAIL**

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PUSHKARA HOUSE, NH-37,  
P.O. MOHANAGHAT, DIBRUGARH-786008**

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid submitted against tender no. BCPL/DIB/C&P/SER/20100121/AB for Annual Rate Contract for Hiring of Vehicles on Monthly Basis for BCPL, DIBRUGARH office and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME OF BIDDER : \_\_\_\_\_

SIGNATURE OF BIDDER : \_\_\_\_\_

SEAL (IN CASE OF FIRM) : \_\_\_\_\_

### PERIOD OF SUBMISSION OF BID

	Vehicle	Submission period/time (9am to 12 noon&2pm to 4pm)	
		From	To
<b>1</b>	SUMO VICTA EX DI with AC	<b>22.09.2010</b>	<b>01.10.2010</b>
<b>2</b>	SCORPIO LX 2WD	<b>04.10.2010</b>	<b>13.10.2010</b>
<b>3</b>	BOLERO with AC (SLE)	<b>04.10.2010</b>	<b>13.10.2010</b>
<b>4</b>	TATA SUMO CX DI NON AC	<b>04.10.2010</b>	<b>13.10.2010</b>
<b>5</b>	TAVERA Neo 2 LS B3	<b>04.10.2010</b>	<b>13.10.2010</b>
<b>6</b>	STAR BUS LP 712 EX/42 BS III (32 seater with AC)	<b>18.10.2010</b>	<b>25.10.2010</b>
<b>7</b>	TATA MOBILE 207 DI NON AC CC P/S BS II	<b>18.10.2010</b>	<b>25.10.2010</b>
<b>8</b>	WINGER 32 BS III AMBULANCE with AC	<b>18.10.2010</b>	<b>25.10.2010</b>
<b>9</b>	XENON XTEX (4X4) WITH AC	<b>18.10.2010</b>	<b>25.10.2010</b>
<b>10</b>	MARUTI GYPSY(SOFT TOP)	<b>18.10.2010</b>	<b>25.10.2010</b>
<b>11</b>	INDICA VISTA AQUA TDI with AC	<b>26.10.2010</b>	<b>04.11.2010</b>

**BIDDERS INFORMATION**

<b>INDIVIDUAL</b>	<b>FIRM</b>
<b>Name:</b>	<b>Name:</b>
<b>Father's name:</b>	<b>Contact Person Name:</b>
<b>Contact No:</b>	<b>Contact No:</b>
<b>Permanent Address:</b>	<b>Address of the Firm :</b>
<b>Present Address for communication</b>	