

**NOTICE INVITING TENDERS
FOR HIRING OF VEHICLES
FOR CARRIAGE OF MINERALS**

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Website :-

NAME OF THE CORPORATION

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

Sealed tenders are invited under Two-bid system from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles for the supply of heavy vehicles on hire basis for the use of Bihar State Mining Corporation Limited for a period of One year on contract/outsourcing basis through tendering.

Last date for submission/receipt of tender(s) is 29/01/2018 at 3:00 PM, which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who choose to attend, on 30/01/2018 at 1:00 PM in the Office of C.E.O, Bihar State Mining Corporation Limited, Patna, Bihar. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

Designation of the Authorized Officer,
General Manager Finance,
Bihar State Mining Corporation Limited,
Room No.164, Vikas Bhawan (New Secretariat),
Baily Road, Patna-800015.

TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD FOR HIRING HEAVY VEHICLES FOR THE BIHAR STATE MINING CORPORATION LIMITED, PATNA, BIHAR.

Sealed tenders are invited from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles AND HAVING BUSINESS IN BIHAR in this field for the last three years for the supply of HEAVY VEHICLES. Heavy vehicles are required on hire basis for the use of Bihar State Mining Corporation Limited for a period of One year on contract basis. The prospective bidder may quote the rates in the format prescribed below. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of vehicles at Bihar State Mining Corporation Limited Patna, Bihar. Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

PRICE BID

Sl. No.	Make/Model of the vehicle	Rate per day inclusive of Driver and Helper per vehicle excluding fuel.
1.	6 Wheelers	
2.	8 Wheelers	
3.	12 Wheelers	
4.	16 Wheelers	
5	Hyva Tipper trucks	

(Rates are inclusive of all taxes including GST with the rate of Driver and one Helper per vehicle, exclusive of fuel.)

During the period of contract, the rates will not be revised every time with the revision of any taxes by the Government of Bihar or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect. The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.

No blanks should be left which would be otherwise made the tender liable for rejection.

1. The contract shall be valid for a period of One year. The Corporation reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Corporation.
2. All registered agencies who are providing similar kind of services for at least last three consecutive years as below and having annual average turnover of Rs.50 lakhs during the last three financial years in the books of accounts may submit the bids in the prescribed format.
3. The contractor shall deposit Bid Security (EMD) for an amount of Rs.5,00,000/- (Five Lakhs only) in any of the following forms. Bid Security may be furnished in the form of DD from a commercial bank or Bank Guarantee from a commercial bank in an acceptable form in favor of Bihar State Mining Corporation Limited, Patna, Bihar. (Annexure-I) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
4. The Bid Security will be forfeited in the following conditions:-
 - (a) If at any stage, any of the information/declaration given by the bidder is found false.
 - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
 - (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
 - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.
5. The firm whose tender is accepted shall deposit Performance Security for an amount of Rs.10,00,000/- (Ten Lakhs Rupees) in any the form of Account Payee DD or Fixed Deposit Receipt within 10 days from the date of issue of offer of work order by the Corporation. Performance Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, in favour of General Manager, Finance, Bihar State Mining Corporation Limited, Patna, Bihar. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Corporation and the firm shall be blacklisted in addition to the termination of the contract.
7. The Contractor will have to provide the replacement of Driver or helper as the case may be in case of any eventuality. The Corporation has the right to ask the Contractor for removal of any Driver or helper or helper so provided by them, who is not found competent or disciplined.
8. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which Bihar State Mining Corporation Limited has the right to hire vehicle from any other sources at the expense of the contractor.
9. The contractor shall provide names, addresses of the drivers and their Helpers along with their driving licence number and copies within one week of the award of the contract.
10. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own

11. The Corporation will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Corporation recognizes no employer-employee relationship between the Corporation and the personnel deployed by the contractor/agency.
12. Any person who is in Government Service or an Employee of this Corporation should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever without prior written declaration.
13. The contractor shall indemnify the Corporation against all other damages/charges for which the Corporation may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Corporation shall not be responsible financially or otherwise for any injury to the driver, helper or any other person deployed by the contractor during the course of performing the duties.
15. The Corporation reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
16. Vehicles provided by the Corporation should bear Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have Heavy Commercial Vehicles Driving Licence and Badges.
17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of India or Government of Bihar.
18. The contractor shall provide vehicles as per requirement of the Bihar State Mining Corporation Limited.
19. The vehicle along with the Drivers and helpers shall remain available all the time as per Duty and shall not leave place of duty without prior permission.
20. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old.
21. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Bihar State Mining Corporation Limited has the right to hire vehicle from any other sources at the expense of the contractor.
22. Operation and function of vehicles Drivers and helpers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and any other rules and regulations as applicable for heavy Moto Vehicles and these shall be the responsibility of the contractor.
23. No advance payment will be made.
24. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
25. The contractor will maintain separate log books for each vehicle which will also be verified/counter-signed by the concerned officer.
26. The bills in triplicate should be made date-wise by the contractor and should be submitted to the General Manager, Finance, Bihar State Mining Corporation Limited on monthly basis.
27. The Corporation will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
28. The Corporation reserves the right to vary the numbers of vehicles hired as well as to cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Corporation.
11. The Corporation will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Corporation recognizes no employer-employee relationship between the Corporation and the personnel deployed by the contractor/agency.

29. The prospective bidder shall furnish the following documents along with their financial bid:-

- (a) Self attested copy of PAN No. card under Income Tax Act;
- (b) Self attested copy of Service Tax Registration Number;
- (c) Self attested copy of Valid Registration No. of the Agency/Firm;
- (d) Self attested copy of valid Provident Fund Registration Number;
- (e) Self attested copy of valid ESI Registration Number;
- (f) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (g) Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet;
- (h) Proof of experience as stated in Clause 3(a), (b) and (c) supported by documents from the concerned organizations;
- (i) Bid Security of Rs.5,00,000 (Five Lakhs);
- (j) Application fee of Rs.5,000/- (Five Thousand rupees) (non-refundable), even in case the tender document is downloaded from the website;
- (k) List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;
- (l) An undertaking to the effect that the Agency has not been blacklisted by any of the Corporations/Organizations of the Government of India/Government of Bihar and no criminal case is pending against the said firm/agency or the Drivers or Helpers deployed by them;
- (m) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.

**General Manager Finance,
Bihar State Mining Corporation Limited,
Room No.164, Vikas Bhawan (New Secretariat),
Baily Road, Patna-800015.**

AGREEMENT FOR HIRING OF VEHICLES

This agreement is made on this day _____ BETWEEN the Bihar State Mining Corporation Limited through the General Manager, Finance, hereinafter called the "Corporation" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the one part AND (name of the agency) hereinafter called the contractor) through their proprietor _____ hereinafter called the "Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part.

The contractor has agreed to provide the following vehicles on the following rates:-

Sl. No.	Make/Model of the vehicle	Rate per day inclusive of Driver and Helper per vehicle excluding fuel.
1.	6 Wheelers	
2.	8 Wheelers	
3.	12 Wheelers	
4.	16 Wheelers	
5.	Hhya Tipper trucks	

(Rates are inclusive of all taxes including GST with the rate of Driver and one Helper per vehicle, exclusive of fuel.)

- The contract is valid for a period of one year w.e.f. _____ to _____. The Corporation reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Corporation.
- The contractor shall deposit Performance Security for an amount of Rs.10,00,000 (Rs. Ten Lakhs) in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD or Fixed Deposit Receipt from a commercial bank, from a commercial bank in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.
- The vehicle, drivers and helpers provided by the contractor shall work under the overall supervision of this Corporation.
- The contractor shall provide names, addresses of the drivers and Helpers along with their driving licence number and copies within one week of the award of the contract.
- The Contractor will have to provide the replacement of Driver and/or Helper in case of any eventuality. The Corporation has the right to ask the Contractor for removal of any Driver and/or Helper, who is not found competent or disciplined.
- In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which Bihar State Mining Corporation Limited has the right to hire vehicle from any other sources at the expense of the contractor.

7. The contractor shall provide names, addresses of the drivers and helpers along with their driving licence number and copies within one week of the award of the contract.

8. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Corporation.

9. The Corporation will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Corporation recognizes no employer-employee relationship between the Corporation and the personnel deployed by the contractor/agency.

10. Any person who is in Government service or an employee of this Corporation should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever without prior written Disclosure.

11. The contractor shall indemnify the Corporation against all other damages/charges for which the Government/Corporation may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Corporation shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

12. The Corporation reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

13. The vehicles provided by the contractor should bear Commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have Heavy Commercial Vehicles Driving Licence and Badges.

14. The vehicles should conform to the Pollution norms prescribed, if any, by Government of India or the Government of Bihar.

15. The contractor shall provide vehicles as per requirement of the Corporation.

16. The vehicle, Driver and helper shall remain available all the time as per Duty and shall not leave place of duty without prior permission.

17. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old.

18. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Corporation has the right to hire vehicle from any other sources at the expense of the contractor.

19. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and these shall be the responsibility of the contractor.

20. No advance payment will be made.

21. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.

22. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.

23. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of the Corporation on monthly basis.

24. The Corporation will deduct Income Tax at source under Section 194-C of Income Tax

Act from the contractor at the prevailing rates of such sum as income tax on the income

comprised.

25. The Corporation reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.

26. PENALTIES

(1) For non-providing of vehicle in time: Rs.100/- per hour of delay;

(2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;

(3) On misbehavior by the Driver/Helper: Rs.500/- per default;

(4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.

27. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Corporation and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

28. The price quoted is inclusive of all Taxes and the cost of providing Drivers and helpers per vehicle.

29. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of the Managing Director/ C.E.O of Bihar State Mining Corporation Limited and the decision of the MD/C.E.O shall be final and binding on the parties.

30. The entire dispute shall be subject to the Patna jurisdiction.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year mentioned above.

Signature of the Contractor

(With Seal)

1. Witness

Name: _____

Address _____

3. Witness

Name: _____

Address: _____

2. Witness

Name: _____

Address _____

4. Witness

Name: _____

Address: _____

ANNEXURE-I

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 2 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Corporation) (hereinafter called "the Corporation") in sum of Rs. _____ for which payment will and truly to be made to the said Corporation, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing vehicles on hire basis (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Corporation may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Corporation and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Corporation, executes a formal agreement after furnishing the Performance Guarantee of a Public Sector Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or
- (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged

documents for obtaining the contract.
(v) If the contract is terminated for the reason that the agency is blacklisted in any Government/PSU/Board in Bihar or in any other State Governments/Union Government. WE undertake to pay to the Corporation upto the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand provided that in his demand the Corporation will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness
Name of Official _____
ID No. _____
Name of Witness
Address of Witness
Signature of Authorized Official of the Bank
Designation _____
(Stamp/Seal of Bank)