

VIVEKANANDA KENDRA NUMALIGARH REFINERY LIMITED HOSPITAL

# NOTICE INVITING APPLICATIONS FOR HIRING OF VEHICLES FOR VKNRL HOSPITAL

# (Application No.: VKNRL/ADM/TR/22/02)

(Total no. of pages against the application = 20 pages)

PREPARED & ISSUED BY

VKNRL HOSPITAL, NUMALIGARH

## NOTICE INVITING APPLICATIONS

Date : 28/03/2022 Phone : 03776 - 266700 Email ID : vknrl@nrl.co.in / vknrl.hospital@gmail.com

Subject : Application for "Hiring of Vehicles for VKNRL Hospital" (Application No.: VKNRL/ADM/TR/22/02)

Sealed application is invited by Vivekananda Kendra NRL Hospital for the work as detailed below:

- 1. Name of the work : "Hiring of Vehicles for VKNRL Hospital"
- 2. **Earnest Money Deposit** : EMD for different of types of vehicles be as follows:

#### Type of Vehicle Amount of EMD (Rs.)

- URBAN CRUISER
   CRETA-EX
   Force Trax Crusier Ambulance BSVI FM2.6CR
   11000.00
  - 3050(6+P) Hard Top (4X2)AC Type B
- Traveller MB 3350, WB BSVI, FM2.6, G32, 13+D,: 6000.00
  - AC,PS,ABS

The EMD amount as indicated should be accompanied with the application for the type of vehicle applied for.

- 3. Contract Period : Please refer Para--4 of Special Terms & Conditions for details.
  4. Submission period : 05.04.22 to 19.04.22 (excluding Sunday) from 08-00 hours to 14-00 hours.
- for submission of application)
- 5. Date & Time of Lottery : On 25.04.22, at 10-00 hours. and opening of application
- 6. Place of submission of application : Admn. Office VKNRL Hospital Kunjakanan, Numaligarh Dist: Golaghat Assam – 785699.

#### 7. <u>APPLICANT'S PRE QUALIFYING CRITERIA</u>:

- a) Applicants must have permanent address within Golaghat district.
   Any one of the following documents (in own name) shall be submitted along with the application 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).
- vi. Aadhar Card
- vii. Passport

b) Applicants must submit the following along with application:

- i. Copy of **PAN** card.
- c) The applicants must accept VKNRL Hospital rates and all other terms & conditions as per the application document.

Applicants have to confirm the **"Acceptance of Rates & Terms & Conditions"** as per the Format attached in the application document.

### 8. Submission of Application::

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

- i. Application for the job "Hiring of Vehicles for VKNRL Hospital" (Application No. VKNRL/ADM/TR/22/02)
- ii. Type of Vehicle Applied: .....
- iii. PF Registration Number .( PF Registration number if not available, must be submitted within one month after awarding the contract)
- iv. ESI Registration Number. (ESI Registration number, if not available, must be submitted within one month after awarding the contract)
- v. PAN Card Number.

Application with 6 months validity under sealed cover as stated above will be received at the Admn. Office, VKNRL Hospital , Kunjakanan, Numaligarh, Dist: Golaghat, Assam – 785699, till the time and date mentioned in Para 4 above. If the last date of receipt of application falls on a non-working day, the last date will be the next working day at the aforesaid time. Applicants may submit their applications on or before the last date & time of application receipt by ordinary post, courier service, speed-post etc. or by hand. However, VK NRL Hospital takes no responsibility of late receipt of application and the applications received late will not be taken into consideration. Applicant shall quote for only one type of vehicle in one application document. Separate application need to be submitted for separate vehicle.

## 9. The Application shall contain the following:

- Application duly signed & stamped on each page.
- Applicant's all other details as per requirement of application.
- Earnest Money Deposit.
- No Correction Fluid should be used while filling up the application.
- Power of attorney, in case an authorized representative has signed the application.
- Income Tax clearance certificate and in original or self attested copies. The ITCC should be in the name of the firm / individual applying for the work.
- Applicant shall submit a copy of PAN card under the Income Tax Act.
- Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- Self declaration to abide by the Contract Labour (Abolition) Act 1970.
- Self attested copy of valid Provident Fund Registration Number.
- Self attested copy of valid ESI Registration Number.

- Copy of permanent resident certificate (PRC) issued by DC or SDO or other proof of address.
- The applicants must accept VKNRLH rates and all other terms & conditions as per application document.
- 10. The following applications shall be disqualified for award :
  - Address proof not submitted.
  - Bank passbook submitted as address proof.
  - Court Affidavit submitted as address proof.
  - Address outside Golaghat district.
  - EMD not submitted.
  - Copy of PAN card not submitted.
  - Acceptance of Rates & Terms & Conditions not submitted.
  - All pages of this application document not submitted.
  - All pages of this application document not signed & stamped on each page.

#### 11. Earnest Money:

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

From the first running bill, 0.75% of the contract value will be deducted as initial Security Deposit plus 3% of the bill amount. From subsequent running bills 3% will be deducted till completion of the contract. Security Deposit will be released ( without interest) after completion of the contract subject to clearance of all liabilities.

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

Please refer Para-3 of special terms and conditions.

#### 13. <u>Rate</u>:

Applicant has to accept the displayed rates of VKNRL Hospital as given in Annexure- I of this document.

#### 14. Security deposit:

Please refer Para-5 of special terms & conditions.

#### 15. Measurement of work:

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

#### 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 Officer-in--charge. The above payments are subject to deductions towards Security Deposit, Income tax, and other recoveries as applicable as per terms of contract.

#### 17. Price, Taxes, Duties:

Without prejudice to stipulations in special terms and conditions of contract, the SOR rates are firm rates inclusive of all taxes, duties, on works contract and other levies on which no variation will be allowed. DISPLAYED VKNRL HOSPITAL RATES ARE INCLUSIVE OF GST.

#### 18. Other terms and conditions:

- a) Employees and their dependants of VK-NRL Hospital, NRL or any other Public Sector Undertaking, State Govt. and Central Govt. are not eligible to submit the application.
- b) The management of VKNRL Hospital reserves the right to reject any or all the applications received without assigning any reason thereof.
- c) The applicant 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.
- d) The applicant shall observe all labour and other statutory rules and regulation of State/Central Govt. in force. VKNRL Hospital, safety as well as environmental rules & regulations. In case of any violations of such laws, rules & regulations, the cost involvement thereof shall exclusively be borne by the contractor and the company shall have no liability whatsoever on this account.
- e) Medical Superintendent VKNRL Hospital shall be the Officer-in-charge of the work and the contractor will have to abide by the instructions of Officer-in-charge as given from time to time .
- f) Applicants will fill up all the annexure attached to this detailed application document clearly and sign every page of this detailed application document before submission of the application. Application in which any of the required particulars and prescribed Information are missing or are incomplete, are liable to be rejected.
- g) The contract will be awarded on the basis of Lottery System. (Ref. clause no. 27 of special terms & conditions of contract).
- h) All applicants should be present at the venue of the lottery.
- i) No escalation of contract value with respect to fixed charge in any form whatsoever will be entertained during the contract period unless it is approved by the competent authority. (Please refer Para-17 of special terms and conditions.)
- j) No mobilisation advance will be paid to the applicant for execution of the work.
- k) Insurance shall be affected by contractor for all its employees engaged in the performance of the subject job.
- The applicant /contractor is required to obtain labour license under contract Labour (R&A) Act., 1970.(If required)
- m) In case any of the document/information(s) furnished by a vendor are found to be false/forged, such vendor will be kept in holiday list apart from other penal actions as deemed fit by VK NRL Hospital.
- n) The contractor will not engage minor worker below 18 (eighteen) years and not above 57 years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the hospital against all claims, which may arise out of the following Acts, & Rules framed there under:
  - 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 Wages 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.
  - 11. The contractor has to accept full & exclusive liability for compliance with all obligation imposed by Employee State Insurance Act, 1948.

Medical Superintendent VK NRL Hospital

#### SPECIAL TERMS & CONDITIONS OF CONTRACT

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

Application No. : VKNRL/ADM/TR/22/02

Name of Applicant :

#### 1.0 General Definitions :

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

#### 2.0 Location:

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

#### 3.0 Scope of Work:

- 3.1 The work involves providing, maintaining and operating of **Brand New Motor Vehicles** in perfect running conditions, having good quality cushion with cushion back. The vehicle provided shall be clean, well maintained everyday at all times with **uniformed and well-mannered driver**.
- 3.2.1 The vehicle should maintain reporting time strictly as per the instruction of the Officer-in-charge and should not move away from duty of their own without the consent of the Officer-in-charge.
- 3.2.2 The vehicles 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 Officer-in-charge desires to travel.
- 3.2.4 The vehicle should be in the name of the contractor only.

#### 3.2.5 The vehicle must have ::

- 1. Up-to-date vehicle registration fee payment.
- 2. Valid insurance.
- 3. Valid PUC certificate.
- 4. Valid fitness certificate.
- 5. Drivers with valid driving license.
- 6. Valid Taxi Permit
- 3.2.6 The vehicles operated shall station the same with respective parking spaces after properly handing over the keys of the vehicle with the respective Officer-in-charge when not in duty hour.
- 3.2.7 Wherever it is mentioned in this application 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 covered under this contract supports essential service. Therefore, ESMA (Essential Services Maintenance Act) shall be applicable.

#### 4.0 Period of Contract:

4.1 Initially the contract will be awarded for a period of three (03) years with a provision for further extension of another one and half (1 ½) years subject to satisfactory services and recommendation by the Medical Superintendent.

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

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.

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

#### 5.0 Security Deposit:

- 5.1 0.75% of monthly contract value plus 3% of the 1<sup>st</sup> running bill amount will be deducted as initial security deposit. From subsequent running bill 3% of bill amount will be deducted till the completion of contract and will be kept as security deposit along with above mentioned initial security deposit plus submitted EMD value. Security Deposit will be released (without interest) after completion of the job subject to clearance of all liabilities.
- 5.2 Whenever if any claim against the contractor for payment of a sum arises out of or under the contract the hospital shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor or from the bills claimed for payment. The contractor shall pay on demand any balance remaining due to the hospital.

#### 6.0 Taxes & duties:

- 6.1 Income Tax as applicable under rule will be deducted at source from the monthly bill claimed by the contractor. A certificate to this effect shall be issued to the contractor if and when required.
- 6.2 Taxes & duties as applicable from time to time as per the Govt. regulations should be binding on the contractor.

#### 7.0 Timing:

- 7.1 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 officer-in-charge.
- 8.0 Taxes / Insurance / Permits/PUC Certificate/Police Verification:
- 8.1 All taxes and insurance as per Laws and Rules in force or to be levied in future during the contractual period in respect of vehicle shall have to be entirely borne by the contractor.

8.2 Contractor shall have valid taxi permit(s), fitness certificate, pollution 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 as and when called for.
- 8.4 The contractor shall comply with all relevant rules and regulations of Motor Vehicles Act. Etc.

# 8.5 <u>Placement of vehicles shall be allowed only after Police verification of agencies and submission of other relevant documents (Ref.: clause 3.2.5 of special terms & condition of contract).</u>

- 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 risk and cost and in the event of non-supply of vehicle for the aforesaid reasons, compensation to VK NRL Hospital as per clause 14 is applicable, if no suitable substitute approved by the Officer-in-Charge is provided by the contractor within three hours of such seizure or detention or on account of any kind of accident.

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

Eight (08) hours duty :: 01 set Twenty four (24) hours duty :: 03 sets

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

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

- 9.3 The contractor shall keep the VKNRL Hospital indemnified against all personnel and other claim whatsoever arising out of any act or omission etc. on the part of the driver/contractor.
- 9.3.1 Contractor shall make payment to the drivers and helpers (wherever applicable) within 7<sup>th</sup> 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.
- 9.4 The contractor shall ensure declaration under "Good conduct undertaking" by their drivers & helpers.

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

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

- 9.7 Contractor shall pay his / her workers' entitled wages on or before 7<sup>th</sup> of the subsequent month. It shall not be linked to the payment of the monthly bill. As per mandatory guidelines from Ministry of Labour & Employment, Govt. of India, contractors' have to pay the salary / wages of all employees even if they are working for one day through the bank account of the employees using bulk NEFT / Core Banking upload facility so that the payment to each and every employee can be accounted for.
- 9.8 In order to ensure that such workers get their entitled wages on the last working day or before 7<sup>th</sup> of the subsequent month and for which the service provider will not be given any relaxation.

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

- (i) Wage Sheet of the previous month enclosed.
- (ii) ESI Contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- (iii) EPF contribution relating to workers amounting to Rs.\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed).
- (iv) The service provider should submit the bill in accordance with the above time schedule. In case, he fails to submit the bill on or before 10<sup>th</sup> of the month, even then he has to make the payment to the workers on the last working day.
- (v) Before releasing the MONTHLY BILLS, ESI & EPF deposits of the previous month will be verified from the respective websites.
- 9.10 Any damage or loss caused by contractor's persons to the Hospital in whatever form would be recovered from the contractor.
- 9.11 The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Act, etc. The list of staff going to be deployed shall be made available to the Hospital and if any change is required on part of the Hospital, fresh list of staff shall be made available by the contractor after each and every change.
- 9.12 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Hospital and other supporting documents such as ESI deposit challans, PF deposit challans, payment sheet etc. No other claims on whatever account shall be entertained by the Hospital. The Contractor will ensure that workers engaged by him must receive their entitled wages on time.
- 9.13 The contractor must deposit entitled amount of ESI & PF regularly, otherwise hospital authority will bound to take necessary steps.

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

9.15 The eight hours shift will normally commence from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. The timing for General Shift will be from 0700 hrs to 1500 hrs. But the timings of the shift are changeable and can be fixed by the VKNRL Management from time to time depending upon the requirements.

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- 9.16 The Hospital shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the VKNRL Management.
- 9.17 (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent and contractor is unable to provide suitable substitute in time, a penalty of 10% shall be deducted from the contractor's monthly bills.

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

#### **10.0** Running and Maintenance:

- 10.1 The vehicle shall be kept in running condition at all times and procurement of fuel, lubricants, spares etc. will be arranged by the contractor at his own cost. Routine maintenance, repairs, frequent checkup, servicing, overhauling, etc. will be contractor's liability. The same should be carried out by the contractor in a regular manner.
- 10.2 In case of major breakdown or withdrawal of the vehicle from service by the contractor for any reason whatsoever, the contractor shall immediately provide a suitable substitute duly approved by the Officer-in-Charge. Withdrawal of vehicle by contractor shall be done with prior intimation to the Officer-In-Charge. In case withdrawal of vehicle is allowed against replacement by a suitable substitute, the same should report for duty in time. For servicing of vehicle, contractor will intimate the Officer-in-Charge and the same shall be decided by Officer-in-Charge against proper replacement. The contractor shall have to produce necessary documentary evidence in support of servicing done failing which compensation shall be levied as applicable for absence.
- 10.3 Before attending duty the vehicle must have POL (Petrol Oil & Lubricant) 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 penalty will be imposed as per relevant penalty clause.

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

11.1 The minimum requirements of vehicle are as follows:

| Vehicle                                                                     | 8 Hr duty | 24 Hr duty |
|-----------------------------------------------------------------------------|-----------|------------|
| Traveller MB 3350, WB BSVI, FM2.6, G32, 13+D,AC,PS,ABS                      | 02 nos.   | NIL        |
| Force Trax Crusier Ambulance BSVI FM2.6CR 3050(6+P) Hard Top (4X2)AC Type B | NIL       | 01 no.     |
| CRETA-EX                                                                    | 01 no.    | NIL        |
| URBAN CRUISER                                                               | 01 no.    | NIL        |

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

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

#### 12.0 SUBLETTING:

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

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

#### **13.0 LOGBOOK AND OVERTIME:**

- 13.1 A logbook shall be maintained by the contractor for the vehicle for entry of mileage travelled, in the manner decided by the Officer-In-Charge. In case of defective odometer during a small specific period, the distance covered by vehicle for official purpose, shall be assessed by the Officer-in-Charge whose decision shall be final and binding. The defective odometer should be reported to the Officer-in-charge and should be replaced within seven days. Logbook shall have to be produced before the Officer-in-Charge regularly for observation and checking etc. Non submission of logbook on regular basis shall be strictly viewed as violation of contract.
- 13.2 All vehicles shall have to run during Sundays/holidays / bandh as per the requirement of VKNRL Hospital. Monthly fixed charge of vehicles covers all these expenditures.

#### 14.0 PENALTY:

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

| Vehicle                                                                     | Penalty per<br>hour |
|-----------------------------------------------------------------------------|---------------------|
| Traveller MB 3350, WB BSVI, FM2.6, G32, 13+D,AC,PS,ABS                      | Rs. 1000/-          |
| Force Trax Crusier Ambulance BSVI FM2.6CR 3050(6+P) Hard Top (4X2)AC Type B | (Rupees One         |
| CRETA-EX                                                                    | Thousand            |
| URBAN CRUISER                                                               | only)               |

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

- 14.1 The driver shall be provided with uniform as approved by the NRL/ User. In case the driver reports for duty without approved uniform a penalty of Rs. 50/- per hour for each occasion would be charged to the contractor.
- 14.2 Misbehavior by driver or refusal to perform duty by driver will result immediate termination of the contract.

#### **15.0 FITNESS CERTIFICATE/PUC CERTIFICATE:**

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

#### **16.0 PAYMENT OF BILL:**

Contractor shall submit bills in duplicate to the Officer-in-Charge in every proceeding month within 2<sup>nd</sup> day of the month along with the log book duly certified by the user department and other relevant documents in support of the claims in the bill.

#### **17.0 VARIATION IN CONTRACT PRICE:**

#### Fixed charge :

Fixed charges includes investment cost of contractor such as interest on loan, interest on own capital, registration charges, charges for pollution, fitness certificate, insurance, uniform cost of crew, vehicle upholstery, vehicle maintenance cost, depreciation, contractor's profit and GST.

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

#### Wages for vehicle crew staff :

Contractor has to deploy vehicle crew category (Skilled, unskilled), wages of vehicle crew staff shall be released as per approved wage rate for contract workers of VKNRL Hospital.

However whenever there is revision of contract worker wage at VKNRL Hospital, vehicle crew staff component shall be revised accordingly with different wage component.

#### 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%:

Original Rate x Revised rate of Fuel Revised Running Charge = ------Original rate of fuel

Rate of diesel @ Rs: 81.25 /litre & petrol @ Rs..: 94.51 have been considered for estimation of running charge.

#### **18.0 INSPECTION OF VEHICLE**

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

#### The vehicle to be placed should meet following criteria:

- a) There **should not be any change** in ownership of vehicle.
- b) The vehicle should not be purchased prior to the date of issue of work order.
- c) Must have Up-to-date vehicle registration fee payment.
- d) Must have Valid insurance.
- e) Must have Valid PUC certificate.
- f) Must have Valid fitness certificate.
- g) Must have Drivers with valid driving license.
- h) Must have Valid Taxi Permit

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

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

- **19.0** The owner/officer-in-charge shall be at liberty to withhold any payment of bill or security deposit or EMD to realise any amount due from the successful applicant(s) either by way of penalty 14.0 or any other manner whatsoever.
- **20.0** In case of any dispute regarding the interpretation and application of any of the conditions of Contract and work order, application document, the decision of the Tender Committee of VKNRL Hospital shall be final and binding on all concerned.

#### **21.0 NUMBER PLATE:**

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

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must be erased after completion of contract period.

#### ON DUTY OF VIVEKANANDA KENDRA- NRL HOSPITAL

#### 22.0 COLOUR OF VEHICLES:

- The vehicles must be white in Colour.
- Matter to be written on the body of the Mobile Medical Camp (Force -Traveller) vehicles and Ambulance will be provided by the Hospital authority and should be written at the time of placing the vehicle.
- The above recommended colours may change as per the recommendation of state/district transport authority. No extra payment shall be made by VKNRL Hospital in this regard.

#### 23.0 UNIFORM:

Uniforms for driver should be white shirt, black trouser, black shoes & navy blue sweater (2 pairs of each) and additional to be provided on necessity. The personnel engaged by the contractor shall be smartly dressed in neat and clean uniform. Each year two new sets of complete uniform to be provided for which cost has already been added in the Monthly Fixed Charge of the vehicle. Wearing of uniform on duty is compulsory failing which penalty of Rs. 50/- per hour shall be deducted from contractor's profit on per day basis.

The Contractor has to issue photo identity cards and provisions to be made in the ID Card to incorporate the

PF Account number as it is a mandatory requirement as per GOI notification.

#### 24.0 FIXED CHARGE:

This is the cost for providing & maintaining different types of brand new 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 officer-in-Charge. **However, cost of vehicle staff wages is not included in the Fixed charge component.** 

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

#### 25.0 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.

#### 26.0 OUT STATION STAY:

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 / obtaining fitness certificates/ road permit/ cost of servicing and repairing, spares complete as directed by the Officer-in-Charge per night basis for overnight staying of vehicle outside Golaghat District.

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

- a) Application documents can be downloaded from the VKNRL Hospital web site www.vknrlh.co.in
- b) Separate application documents needs to be submitted for separate vehicles.
- c) Rates of fixed charge, wages for driver, helper etc. and running charge shall be provided in the application document.
- d) Application document duly signed on each page by the applicant as token of acceptance of rates, terms & conditions, requisite EMD, PAN No., PF No., ESI No. , PRC etc., all enclosed in a sealed envelope as stated in
- e) para-8 of Notice inviting application.(If PF & ESI numbers are not available at the time of submission of application, then the valid PF & ESI number must be submitted within one (01) month after awarding the contract by the respective contractor.)

- f) Application shall be received till 1400 hours of last *Date of Submission* of application.
- g) All application accepting applied rates, terms & conditions as directed by VK NRL Hospital, without any deviation and accompanied by requisite amount of EMD shall be considered for further evaluation.
- h) Only one vehicle shall be awarded to one applicant/ Successful contractor.
- i) Work order shall be issued to qualified applicant/contractor. However, placement of vehicle shall be allowed only after obtaining their POLICE VERIFICATION and submission of relevant valid documents.
- j) All applications have to be dropped in the Application Box kept at the Admn. office, VKNRL Hospital, NRL Township, Numaligarh, Golaghat from 05<u>.04.22 to 19.04.22</u> (excluding Sunday) in between 0800 hrs – 1400 hrs.
- k) While submitting of applications, applicants will be provided a coupon.
- I) The coupon will contain the serial number, date, time & venue of lottery.
- m) Separate application boxes for separate vehicles will be kept for dropping the application and separate coupons will be issued against each application.
- Applicants for different categories of vehicles of requisite nos. shall be selected by lottery of the serial nos. in presence of applicants. Lottery of high value vehicles shall be carried out first and will be done through Tambola.
- o) All applicants should be present at the venue of the lottery and opening of application document on 25/04/22
- p) Waiting list for each category of vehicles consisting of three (03) nos. of agencies shall be created by lottery to meet any future requirement. However, EMDs of these agencies shall be released after award of the requirement of vehicles. Prior to award of future required vehicles, these agencies have to deposit the requisite security deposits as stated in *Clause-5*.
- q) The application document of the applicants through lottery will be opened in front of all, and necessary will be checked. If all documents are found to be in order then the applicant will be declared as winner and in case the application is unfulfilled as regards to applicant's qualifying criteria mentioned in paragraph 07 of *Notice Inviting Application* then it will be cancelled and the documents for the next shortlisted applicant will be considered. In case, all the three (03) shortlisted applicants are disqualified, then re-lottery will be done.
- r) THE APPLICATION DOCUMENTS OF THE THREE SHORLISTED APPLICANT WILL BE OPENED AFTER THE LOTTERY IN PRESENCE OF ALL AND THEIR DOCUMENTS WILL BE CHECKED FOR VERIFICATION. THE FIRST QUALIFYING APPLICANT WILL ONLY BE AWARDED THE CONTRACT.
- s) The documents of the other two eligible shortlisted applicants will be retained by the hospital for future requirement if any.
- t) The unqualified applicants will be required to take back their sealed documents after the lottery on production of the coupon given at the time of submission within the next two working day from the Admn. Office, VKNRL Hospital NRL Township in between 0800 hrs 1300 hrs.
- u) The list of successful agencies in sequence of their selection shall be displayed in VKNRL Hospital Notice Board / VKNRL Hospital website after verification.
- v) No correspondence in any form will be entertained after the Lottery is over and VKNRLH's decision will be final.

#### 29.0 Other Terms & Conditions :

- a) The contractors will make necessary deductions for PF from the wages of the workers as per the PF Act & deposit the same to the authorities concerned along with the employers' contribution.
- b) The contractors will make necessary deductions for ESI from the wages of the workers as per the ESI Act & deposit the same to the authorities concerned along with the employers' contribution.
- c) The contract workers will also be entitled to 27 days leave annually. During the period of leave of any regular driver, the contractor must provide suitable substitute driver (with authenticated driving licence) to run the respective vehicle properly.
- d) Increment as per CLC (C) notification will be provided.
- e) After completion / termination of contract, the contractor has to take back his / her belongings including staff within five (05) days of completion / termination of contract. Otherwise hospital authority bound to take all applicable legal actions against the contractor.

#### **30.0 Dispute Resolution**

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

#### **31.0 JURISIDICTION OF COURT**

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

| Checklist before Submission of Application |           |  |
|--------------------------------------------|-----------|--|
| Particulars                                | Submitted |  |
| PAN No.                                    | Yes/No    |  |
| PF Code                                    | Yes/No    |  |
| ESI Code                                   | Yes/No    |  |
| PRC                                        | Yes/No    |  |

| Earn                                                                           | est Money Depo      | sit                                          |                                                  |
|--------------------------------------------------------------------------------|---------------------|----------------------------------------------|--------------------------------------------------|
| Category of Vehicle                                                            | EMD Amount<br>(Rs.) | Please tick (V)<br>for the Vehicle<br>Quoted | EMD Details<br>(Value, DD No. &<br>Issuing Bank) |
| Traveller MB 3350, WB BSVI, FM2.6, G32, 13+D,AC,PS,ABS                         | 6000.00             |                                              |                                                  |
| Force Trax Crusier Ambulance BSVI FM2.6CR<br>3050(6+P) Hard Top (4X2)AC Type B | 11000.00            |                                              |                                                  |
| CRETA-EX                                                                       | 6000.00             |                                              |                                                  |
| URBAN CRUISER                                                                  | 5000.00             |                                              |                                                  |

We confirm that our application complies to the total commercial requirements of this application document regarding terms & conditions, Monthly Fixed Charge, Running Charge, Outstation Stay etc. without any deviation.

The type of vehicle we have quoted for is \_\_\_\_\_\_

Signature of the applicant

ANNEXURE –I

<u>Schedule of Rates (SOR)</u> Name of Work: "Hiring of Vehicles for VKNRL Hospital" (Application No.VKNRL/ADMN/TR/22/02)

| SI.<br>No | Type of Vehicle                                                                      |                        | Rate (Rs.) (In figure)  |                       |                        |                                         |                                           |
|-----------|--------------------------------------------------------------------------------------|------------------------|-------------------------|-----------------------|------------------------|-----------------------------------------|-------------------------------------------|
|           |                                                                                      | Daily<br>Duty<br>Hours | Monthly Fixed<br>Charge | Average<br>Monthly KM | Running<br>Charge / Km | Over Time Per<br>Hour for the<br>Driver | Outstation Charge<br>(Night / Halt) / Day |
| 1         | Traveller MB 3350, WB<br>BSVI, FM2.6, G32,<br>13+D,AC,PS,ABS                         | 08                     | 51669.00                | 1500                  | 16.25                  | 154.25                                  | 200                                       |
| 2         | Force Trax Crusier<br>Ambulance BSVI FM2.6CR<br>3050(6+P) Hard Top (4X2)AC<br>Type B | 24                     | 40203.00                | 3000                  | 6.77                   | 154.25                                  | 200                                       |
| 3         | CRETA-EX                                                                             | 08                     | 32803.00                | 5000                  | 6.25                   | 154.25                                  | 200                                       |
| 4         | URBAN CRUISER                                                                        | 08                     | 26082.00                | 3000                  | 7.27                   | 154.25                                  | 200                                       |

*Note: Monthly fixed charge is INCLUSIVE of GST@5%.* 

- 1. Driver's salary will be Rs. 861/- per day (Basic pay -617/-per day) & above monthly fixed charges are excluding driver's wages.
- 2. Monthly fixed charge have been calculated with estimated value of registration charges, however if registration charges exceed than Estimated value, access amount will be reimbursed on submission of valid documents.

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

Seal & Signature of the Applicant

: "Hiring of Vehicles for VKNRL Hospital" Name of Work Application No. : VKNRL/ADMN/TR/22/02 01. NAME OF APPLICANT : ADDRESS PHONE NO 02. **REGISTRATION NO. & CLASS:** IF ANY (SPECIFY ORGANISATION) 03. EARNEST MONEY DEPOSIT: WITH DETAILS 04. PREVIOUS EXPERIENCE: 05. GST CLEARANCE CERTIFICATE: 06. PAN No issued by Income Tax Dept: 07. Provident Fund Code No.:

08. ESI Code No. :

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

(SIGNATURE OF THE APPLICANT)

Date :

Place :

# ACCEPTANCE OF VKNRL HOSPITAL RATES & TERMS & CONDITIONS

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

Seal & Signature of the Applicant

#### COMPLIANCE TO APPLICATION REQUIREMENTS

Name of Work : Hiring of Vehicles at VKNRL Hospital.

Application No. : VKNRL/ADM/TR/22/02

Name of the Applicant : :

I / We confirm that my/our application complies to the total techno-commercial requirements of application document without any deviation.

SIGNATURE OF THE APPLICANT

## **APPLICATION VALIDITY**

Name of Work : Hiring of Vehicles at VKNRL Hospital .

Application No.: VKNRL/ADM/TR/22/02

#### Name of the Applicant :

I/ We hereby undertake that my / our application 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 application within the validity period, VKNRL Hospital is entitled to forfeit the Earnest Money Deposit paid by me / us along with the application.

SIGNATURE OF THE APPLICANT