



BARMER LIGNITE MINING COMPANY LIMITED

(NIT No–BLMCL/MD/JPR/19-20/06 dated 24.04.2019)

Tender for Hiring of Vehicle

Barmer Lignite Mining Company Limited

**Office No. 2 & 3, 7th Floor, Man Upasana Plaza, C-44,
Sardar Patel Marg, C Scheme,**

Jaipur - 302001, Rajasthan

Phone: +91-141-2369772 Fax: +91-141-2369774

E-mail: blmcl@blmcl.in; operations@blmcl.in

Website: www.blmcl.in

Cost of Tender Document: Rs. 500/-

Contact Person

Mr. Amrendra Kumar

Mobile: +91 8094005350

Phone: +91-2982-221049

E-mail: blmcl@blmcl.in

BARMER LIGNITE MINING COMPANY LIMITED

**Office No. 2 & 3, 7th Floor, Man Upasana Plaza,
C-44, Sardar Patel Marg, C-Scheme, Jaipur-302001**

TENDER NO.: BLMCL/MD/JPR/19-20/06 dated 24.04.2019

Electronic bids are invited for providing services of hiring of Vehicle for Kapurdi / Jalipa Lignite Mines of Barmer Lignite Mining Company Limited, Barmer, Rajasthan through e-procurement portal of Government of Rajasthan.

The tender document with detailed conditions can be obtained through the web site <https://eproc.rajasthan.gov.in> and should only be submitted in electronic form through e-procurement portal. Manual offer bids for these tenders will not be accepted under any circumstances.

1.	Name of Work	Providing Services for Hiring of Vehicle
2.	Time Period	2 Years
3.	Cost of Tender	Rs.500/- (Rs. Five Hundred Only)
4.	Date of Issue / Upload of Tender	24.04.2019
5.	Date of Receipt of Tender	09.05.2019 upto 3:30 PM
6.	Date of Tender Opening	10.05.2019 at 3:30 PM
7.	Website	https://eproc.rajasthan.gov.in

For submission of e-tender bidders are requested to get themselves registered with <https://eproc.rajasthan.gov.in> website alongwith Class II/III Digital Signature Certificate (DSC) issued by authorized agency under IT Act 2003. Further clarifications/corrigendum in this regard, if any, will be uploaded only on portal / BLMCL's website / www.sppp.rajasthan.gov.in.

Tender Notice

Sealed tender is invited from the reputed and experienced Contractors / Sole proprietor / partnership firm / company for taking up the following works for Jalipa - Kapurdi Lignite Mines.

Brief details of the tender are as under:

S. No.	Name of work	EMD (Rs.)	Completion time
1.	Bolero 7 Seater AC Car	20,000	2 Years

Tender document can be downloaded from <https://eproc.rajasthan.gov.in> and should only be submitted in electronic form through e-procurement portal. Manual offer bids for these tenders will not be accepted under any circumstances.

For submission of e-tender bidders are requested to get themselves registered with <https://eproc.rajasthan.gov.in> website along with Class II/III Digital Signature Certificate (DSC) issued by authorized agency under IT Act 2003.

e-TENDERING PROCESSING CHARGES: For each & every bid submitted a non-refundable processing charge Rs.1,000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at Jaipur. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at Office No 2 & 3, 7th Floor, Man Upasana Plaza, C-44, Sardar Patel Marg, C Scheme, Jaipur - 302001 (Rajasthan) on or before the date & time of submission of the tender.

No physical bid shall be permitted. The bids submitted online through State Procurement Portal of Government of Rajasthan (<https://eproc.rajasthan.gov.in>) shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including price bid on the E-Tendering website (<https://eproc.rajasthan.gov.in>) only. Bidders can refer to user manual for bid submission available on the above website.

However, bidders are required to submit the following documents in original in the manner prescribed in the bidding document in sealed envelope titled "Original documents for bidding document no....." and shall be sent to Mr. **Amrendra Kumar, Barmer Lignite Mining Company Limited, JSW Energy (Barmer) Limited Power Plant, Village - Bhadresh, Barmer -344001** on or before bid submission due date.

1. Power of Attorney (If applicable).
2. Tender Fees Bank Draft of Rs. 500/- in favour of “Barmer Lignite Mining Company Limited” payable at Jaipur.
3. E-tendering processing charges of Rs. 1000/- in favour of “MD, RISL” payable at Jaipur
4. EMD Bank Draft of Rs. 20,000/- in favour of “Barmer Lignite Mining Company Limited” payable at Jaipur.
5. Any other document to be submitted in original as per bidding document.

However, the bidders are required to upload the relevant document in respective folders provided in the e-tendering website.

1. Techno Commercial /Unpriced Bid
2. Price Bid
3. Bid Security / EMD

Tender fees of Rs. 500/- shall be submitted only (Non-refundable) through Demand Draft in favor of “Barmer Lignite Mining Company Limited” payable at Jaipur. The bidders, in their own interest are requested to read very carefully the bid document before submitting the bid. The bidders downloading the bid from the portal will also be required to deposit a bank draft of **Rs. 500/- drawn in favour of “Barmer Lignite Mining Company Limited” payable at Jaipur.**

Bid Validity

Bids shall remain valid for a period not less than 180 days (one hundred and eighty days) (Bid Validity Period) from the date of submission. A bid valid for a shorter period is liable to be rejected as non-responsive.

In exceptional circumstances, prior to expiry of Bid Validity Period, BLMCL may request the bidders to extend the period of validity for specific additional period (Extended Bid Validity Period). The request and the tenderers’ response shall be made in writing (Fax/Letter/email). The tenderer(s) agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of EMD for the Extended Bid Validity Period.

Earnest Money Deposit:

The tenderer shall submit EMD, amounting of Rs. 20,000/- (Rs. Twenty Thousand Only) in the form of Banker’s cheque or Demand Draft drawn in favor of “Barmer Lignite Mining Company Limited”, payable at Jaipur, Rajasthan.

The EMD shall be valid for a period of 30 days (210 days) from the date of submission of the tender which includes Bid Validity Period. In case of extension of Bid Validity Period, EMD shall be extended for a further period of three months for such additional/extended period.

Original EMD Demand Draft / Banker's Cheque for the amount mentioned above shall be furnished, at the time of submission of Bid/Tender, as a part of it. Scan copy of EMD demand draft/banker's cheque is to be uploaded on website as prompted. EMD shall bear no interest.

EMD of unsuccessful tenderer shall be returned after award of work in favor of the successful tenderer, whereas EMD of successful tenderer shall be returned after three months of successful execution of contract between BLMCL and successful tenderer. Tender/Bid not accompanied with EMD shall not be considered.

The EMD 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 honoring 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/accepts the LOI in the given time frame in accordance with the terms and conditions of the tender.

Contents and Submission of Bids:

Envelop No. I shall contain the following:

1. EMD
2. Attested copy of the Articles of Association / Proprietary Certificate / Partnership Deed / Incorporation Certificate as applicable
3. Goods & Service tax Registration Number
4. Copy of PAN for income tax.
5. Firm must provide details of registered office (Address) with Telephone No./Fax/Mobile No.
6. Firm must provide details of Address for communication along with Phone No./ Fax/ Mobile No.
7. Certificate to the effect that the tenderer would absolve BLMCL of any liability which accrues during the contract period.
8. Certificate of un-conditional of the Bid (As per Annexure-C on the letter head of the bidder)
9. In case of downloading of tender from BLMCL portal, a bank draft of Rs. 500.00 drawn in favour of Barmer Lignite Mining Company Limited payable at Jaipur.

10. Tenderer / bidder must self-certify each page of the tender document in token of its understanding / acceptance.

Envelope II (to be submitted online) shall contain the Price Bid only. Price bid should be submitted in the proforma enclosed as Annexure-B.

Bidder's Qualification Criteria:

- (i) Bidder must be in business of providing services for hiring of vehicles for last 2 years.
- (ii) Must have travel and transport as its nature of business (certificate to this effect if available).
- (iii) Turnover from services shall not be less than Rs.2.5 Lakhs/year during last 2 years.
- (iv) The bidder should have back up vehicles of the same model to meet the requirement of BLMCL in case of technical problem in original vehicle.

Other Instructions to the Bidders:

1. All document enclosed in Part / Envelope-I must be legible, duly stamped with their company/ firm seal and signed properly by the person authorized by the contractor for submission of the bid.
2. Requirements of the proposed work are given in **Annexure–A**.
3. Price Bids will be considered only in the prescribed form.
4. Bids not submitted in the prescribed format will be summarily rejected. Also, bidders should refrain from providing the information which is not relevant.
5. BLMCL reserves the complete right to accept or reject all the offers without assigning any reasons whatsoever.
6. No further discussion / interaction will be held with the bidders whose bids have been disqualified / rejected by BLMCL.
7. In case, any dispute arises with regard to interpretation of any of the terms of this document, the bids submitted or documents submitted with the bid; the decision of the Managing Director, BLMCL will be final and binding upon the bidders.
8. Interested bidders may obtain further information from Barmer Office of BLMCL, **on any working day from 25.04.2019 to 10.05.2019 between 9.30 AM to 1.00 PM.**

9. Bid shall be kept valid for 180 days from the last date of submission of the bid. Bid with validity for shorter period shall be liable for rejection. The bid shall be a non-conditional bid and a certificate to the effect for unconditional validity of the Bid in the form prescribed in **Annexure-C** shall be signed and submitted along with the Qualification bid.
10. The bidder shall ensure that bid is furnished / submitted strictly in the prescribed manner.
11. The Price Bid shall be inclusive of all applicable taxes, duties and/or any other government levy that may be attracted for Providing of hiring of Vehicle.

CONTRACT TERMS

Effective Date of Contract:

Time is the essence of the contract and the effective date of contract shall be the date when Work Order is issued in this regard, which shall be treated for all practical purposes as the date of the commencement of the contract

Scope of Work:

Providing Hired Vehicle services as per **Annexure-A**

Terms of Payment:

1. No advance shall be paid.
2. The billing will be done on monthly basis. Bill should be neatly typed and submitted in duplicate, in connection with the service to this office in the 1st week of the following month. Payment will be made within 15 days from the receipt of bill, clear in all respect through A/c payee Cheque/ RTGS/ NEFT only. TDS shall be deducted as per govt. order/statutory requirement.

Duties and Taxes:

All prevalent and future taxes, duties & other government levies shall be reimbursed at actuals.

Liquidated Damages: In the event of shortfall or delay in performing the contract as per terms and conditions set forth herein, the contractor shall pay liquidated damages to BLMCL as mentioned herein below

Sl. No.	Causes	Amount (Rs.)
1.	Not reporting at all for duty	Rs.1000/- per day
2.	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
3.	For late reporting per occasion	Rs.100/- per hr. or part Thereof
4.	Unclean vehicle deployed	Rs.200 per incident
5.	Misbehavior of driver / not followed instruction of BLMCL	Rs.200/- per day or part Thereof
6.	Any lapse noticed during operation of contract other than listed in clause of penalties	Rs.200/- per incident
7.	For not providing mobile phone to driver	Rs.50/- per day

8.	Non road worthy vehicle deployed	BLMCL hire vehicle from third party and cost of the same shall be borne by the contractor/ recovered from the bills of the contractor.
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Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by BLMCL due to delay or shortfall in performance of the contract.

The decision of BLMCL on application of liquidated damages shall be final and binding on the contractor.

Extension of Contract Period:

The contract shall be valid for two years (Term), unless otherwise terminated as per the terms mentioned in the tender document. However, BLMCL reserves the right to extend the contract period by 1 year beyond the period specified in the letter of intent, on the same rates and terms & conditions, if mutually agreed.

Risk Purchase:

Time shall be the essence of the contract and if at any stage BLMCL is of the opinion that there is a shortfall in performance of the contractor, then BLMCL without prejudice to any other right available to it, shall be at liberty to have to avail services from the third party entirely at the risk, cost and expenses (including incidental expenses) of the Contractor. This shall be done by BLMCL at a negotiated rate and any extra expenditure incurred on this account by BLMCL shall be recovered from the Contractor. The recovery may be made, inter-alia from the EMD.

Indemnity:

The contractor shall indemnify and hold harmless to BLMCL and its employees and officers from and against any suits, actions, administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature (including attorney's fees and expenses) arising out of any proceeding (a) brought by either a third party and (b) arising out of breach of any obligations, representations, warranties, or covenants under this tender by the contractor,, which BLMCL may suffer or incur as a result of any breach of obligations; or any other action(s) by the contractor or its employees in relation to the work.

Insurance:

The vehicle should have the comprehensive insurance of vehicle, driver and passengers etc. to cover the risk during the contract period. In case of any accident, all the claims arising out of it shall be met by the contractor and no claim whatsoever shall be borne by BLMCL.

Compliance of Applicable Laws:

The Contractor shall comply with the provisions of all applicable Laws, governmental guidelines and directions including the provisions of Motor Vehicle Act, pollution control, road tax etc. during execution of the contract and shall be responsible for obtaining any license, registration or other approval that may be required in connection with the Contract.

No sub-contracting:

The Contractor shall not appoint a sub-contractor to perform the obligations under the Contract, either in whole or in part, without the prior written consent of BLMCL.

Termination

Term of the Contract may be curtailed / terminated at any time before its expiry after giving one-month notice to the contractor owing to:

- breach of any of the terms and conditions mentioned herein or in the contract to be signed between the parties, as the case may be or
- or deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency or
- Recurrent mal function of vehicle and leading to disruption of the function or
- Repeated bad behavior of the driver and the contractor failed to replace such driver on request made by BLMCL or
- because of change in BLMCL's requirements etc. at any point of time during the Term of the contract or
- BLMCL may at any time and for any reason whatsoever terminate contract at its convenience.

Arbitration:

In the event of any dispute(s)/difference(s)/claim(s) arising between the Contractor and BLMCL relating to or arising out of the various terms, conditions and obligations set forth in this Contract, the same shall be referred for adjudication to a Sole Arbitrator to be appointed by the MD, BLMCL. The Contractor expressly waives its right to question the appointment of the sole arbitrator on the ground that the Appointing Authority is the MD of BLMCL. The venue of arbitration shall be Jaipur.

Jurisdiction:

The competent court of Jaipur alone shall have exclusive jurisdiction to entertain any application pertaining to the Arbitration proceedings in relation to this Contract.

Terms and Conditions

1. There should be a first aid box and fire safety unit and air freshener spray in the vehicle.
2. The driver should have a valid driving License, be well conversant about the routes and must carry the mobile phone with him for which, no separate payment shall be made by the BLMCL. One-day compulsory rest in a week shall be given to the driver. On the days of rest, alternate driver will be provided. The driver should obey the instructions of the officer authorized by BLMCL in this regard and should have valid driving license.
3. The vehicle should have necessary permits from the transport Dept. /Authority. BLMCL will not be responsible for any challan, loss, damage and accident to the vehicle or any other vehicle or injury to anybody.
4. The vehicle on hire shall be available at all time including Saturdays, Sundays and public holidays.
5. The contractor should have enough resources to repair their vehicle in minimum possible time. When required, they should be in a position to substitute/replace or arrange extra vehicle at very short notices. In case the vehicle is found not to be in working condition, it shall be returned for immediate replacement. In case no replacement is provided on time, this office would have a right to hire a vehicle from the market and the additional cost incurred by this office will be borne by the contractor.
6. The Air conditioned (A/c) vehicle should have functional A/c and in case the same is not in working condition, the rates shall be reduced by 20 % for the month/period of non-performance.
7. The driver should not be normally changed unless requested by the using officer or due to weekly rest to the driver.
8. The fuel tank of the vehicle is to be kept full or which shall be sufficient for at least 250 kms per day. Time consumed/mileage required for intermediate refilling shall not be taken into account.
9. The contractor shall provide a log book in which contractor's driver shall ensure that travel particulars such as departure time of vehicle from one point to another, time of arrival at destination, the kms covered for the journey, etc. are entered correctly and signed by the officer travelling in the vehicle. The log book with the entries duly completed should be submitted to the officer-in-charge along with the bill at the end of every month. In case, the signatures mentioned above are not obtained, such journey will not be counted for the purpose of payment. If during any particular trip, it is noticed that the driver has not met the time schedule given to him or that he has caused inconvenience to the passenger, penalty clauses will be invoked.
10. The contract vehicle will bear proper monograms as approved by BLMCL.

11. A certificate should be produced by the contractor from the competent authority to certify proper status/functioning of the “odometer”. Kilometer reading meter should be completely sealed and should not be tampered. A thorough checking will be conducted from time to time and if found guilty, the BLMCL shall have the right to impose penalty of Rs.1000/- per day for the no. of days vehicle has been used and / or cancel the contract.
12. The parking place of vehicles shall be as approved by BLMCL.
13. BLMCL shall not be responsible for any wrong entry/ wrong parking/penalties /challans of the vehicle/driver.
14. In case for any reason, the commercial vehicle is not provided, the liability of not providing such vehicle and running any other vehicle vests with the service provider only.
15. This contract can be terminated with written notice send to the address specified by both the parties. The notice period shall be one month for both the parties. Notwithstanding anything mentioned herein, clauses related to indemnity, arbitration and jurisdiction by their nature extend beyond the termination or expiration of the contract period and shall survive any such termination or expiration.

For **Barmer Lignite Mining Company Limited**

(Amrendra Kumar)

Barmer Lignite Mining Company Limited

JSW Energy (Barmer) Limited Power Plant, Bhadresh,

Barmer – 344 001

Criteria of Hired Vehicle

S.No	Type of vehicle on Monthly Basis	Number of unit	Basis	Normal place of duty for reporting
1.	Bolero 7 seater AC Car	One	Monthly	From Barmer to Kapurdi & Jalipa Mines, JSW Energy (Barmer) Limited and other places as per the instruction of the Company. However the reporting will be at Barmer.

- Vehicle should have **RJ** number plate.
- Year of Manufacture of Vehicle: Not older than 2 Year as on last date of tender submission.

Drivers Qualification Criteria:

- a. A valid driving Licence
- b. Well conversant about the routes and must carry a mobile phone
- c. The character antecedents of driver to be deployed should be properly verified and recorded and get verified with investigation or legal agencies.

Price Bid

(On the letter head of the bidder)

The price bid will be quoted as below and will be enclosed in Envelop – II:

Tender No: BLMCL/MD/JPR/19-20/06 Dated 24.04.2019

Name of Contractor/Bidder: _____

Address of Contractor/Bidder: _____

Contact No. of Contractor/Bidder: _____

Email Id of Contractor/Bidder: _____

Details of rate quoted for requirement of vehicle on monthly basis for **3000** kms per month and from 5.00 A.M to 11.00 P.M. The commencement of the month period and the time shall be decided by BLMCL.

Sr. No.	Particular	Bolero 7 seater AC Car
01	Fixed Rate of monthly hiring (3000 kms per month, driven on Petrol/ diesel/ CNG	
02	Extra charges per kms for journeys beyond 3000 kms	
03	Taxes including GST	
04	Total Cost	
05	Annual Escalation Considered in Point No. 1 (Lump sum per month)	

1. Model no. of these vehicles to be quoted.

Note:-

1. The parking charges / toll tax and state tax, wherever applicable shall be paid at actual on submission of receipts.
2. Vehicle tax, road tax, insurance etc. shall be paid by the successful bidder.
3. In case of increase/decrease in fuel prices monthly payment to the successful tenderer shall be made after making adjustment in the quoted(tendered) rates as under:

Monthly increase/decrease due to variation in fuel cost for both fixed 3000 KMs and any additional KMs beyond **3000 KMs**.

$$= \frac{\text{Increase/decrease in rate of fuel}}{12\text{Kms per litre}}$$

Base rate of the fuel shall be rate prevailing at the start of the month.

4. No adjustment will be permitted for **increase/decrease in fuel cost upto 50 paise per litre.**

Signature of Bidder / Authorized Representative with Seal

Full Name:

Date:

Place:

UNCONDITIONAL ACCEPTANCE

(On the letter head of the bidder)

We..... (Name of Contractor/Bidder) undertake to unconditionally submit our offer for the cited Tender Enquiry. We undertake to fully abide by the terms and conditions of the tender document.

Signature of Bidder / Authorized Representative with Seal