

Tender for Hiring of Vehicle

NIT No: RI-II/CMPDI/Vehicle Hiring/15-16/ 1811-22

Date: 27.07.2015

PRICE - Rs. 250/-

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD
REGIONAL INSTITUTE-II, KOYLA BHAWAN COMPLEX,
KOYLANAGAR
DHANBAD – 826005

(Visit us at www.cmpdi.co.in)

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD
REGIONAL INSTITUTE-II, KOYLA BHAWAN COMPLEX, KOYLANAGAR
DHANBAD – 826005
NOTICE INVITING TENDER FOR HIRING OF VEHICLE AT CMPDI, RI-II, DHANBAD

Tender Enquiry No. RI-II/CMPDI/Vehicle Hiring/15-16 /1811-22

Dated: 27.07.2015

1. **Name of the work** : Sealed tenders are invited from Reputed Firms/Individual to provide vehicles on hiring basis for the use of CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad.
2. **Scope of work, Estimated cost & Earnest Money Deposit** : **Hiring of vehicle on monthly basis**
 - (i) Type of vehicle/work details: Hiring of one (01) no. fully Hard Top covered (Fully metallic body with glass window) light vehicle for school duty/official purpose having seating capacity of 8 persons, in excellent running condition on 12 hours/day basis, with seating arrangement as per norms of manufacturing company with date of manufacture not before 01.01.2014
 - (ii) * Estimated cost of work: Rs. 2.64 lakh
 - (iii) Earnest Money Deposit: Rs. 2640/-
 - (iv) Tenure of hiring vehicle: 3 Years

* Indicated estimated cost is for one year only.
2. **Earnest Money** : (As described above in Sl.-02) Earnest Money along with the tender is to be deposited in the form of A/c. Payee Bank demand Draft in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad**. This deposit will be converted into part of security money deposit for the successful tenderer. For all other unsuccessful tenderers the deposit will be released (without interest) after finalization of work order at our end. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.
3. **Cost of Tender Paper** : Rs. 250.00 (Rupees Two hundred and fifty) only either in cash at cash counter of CMPDI, RI-II, Dhanbad or in the form of a crossed demand draft drawn in **favour of CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad** (Non refundable).
4. **Date of sale of tender paper** : From **27.07.2015** to **05.08.2015** (10AM to 1 PM on any working day)
5. **Date and time of submission of Tender** : On **06.08.2015** up to 3-30 PM
6. **Date and Place of opening of tender** : On **06.08.2015** at 4.00 PM at the Office of HOD (E&M), CMPDI, RI-II
7. **Place of sale and receipt of Tender document** : Office of the HOD (E&M), CMPDI, RI-II
8. **Down loading** : The tender document can be down loaded from the CMPDI, website <http://www.cmpdi.co.in> and <http://www.tenders.gov.in>. In case of down loading the tender document, the tender document cost shall be paid in the form of a crossed demand draft drawn in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at Dhanbad. This shall be kept in separate envelope mentioning, "The Cost of tender". The

company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

9. **Due date and time of opening of price Bid** : Will be communicated to the techno-commercially qualified bidders separately.

Yours faithfully,

Smt. L. Ghosh Biswas,
Ch. Mgr/HOD (E&M)
CMPDI,RI-II, Dhanbad

Copy to: -

1. The Regional Director, RI-II for kind information.
2. The Convener, Tender Committee, RI – II.
3. Shri S.Surin, CM (Geology), RI- II, Member of Tender Committee.
4. Shri A.K.Verma, HOD (F), RI- II, Member of Tender Committee.
5. HOD (P&A), RI- II - with a request to arrange to display on CMPDI Notice Board.
6. GM (Civil), BCCL, Koyla Nagar, Dhanbad – With a request to arrange to display on Notice Board.
7. GM (E&M), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice Board.
8. GM (TA), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice Board.
9. GM (MM), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice Board.
10. Cash Section, RI-II
11. Office copy
12. Shri P.K.Shrivastav, Off. Supdt.

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TENDER DOCUMENT

Sealed tenders are invited from Reputed Firms/Individuals to provide vehicle on Hiring basis with Valid taxi / commercial permit of Jharkhand for the use of CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad

INSTRUCTION TO BIDDERS

1.0 Definitions

The definitions of terms used in this document are as under:

- a. The *Purchaser* means, Central Mine Planning and Design Institute Ltd, Regional Institute II, Koyla Bhawan Complex, Dhanbad -826005
- b. The *Bidder/Tenderer* means the individual, firm or company, who participates in this tender and Submits his/her/its bid.
- c. The *Supplier / Vendor / Contractor* means the individual, firm or company Supplying/providing the Services under the contract.
- d. The *Services* means all the jobs that the contractor is required to perform under the contract.
- e. The *Letter of Intent* means the intention of the purchaser to finalize the Agreement with the bidder.
- f. The *Agreement* means the contract signed by the purchaser and contractor, including all attachments and appendices thereto and all documents incorporated by reference therein. The Agreement, appearing in these documents, shall be deemed as the contract.
- g. The *Contractor* means the individual, firm or company, whether incorporated or not, undertaking the contract and shall include the legal personnel representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- h. The *Contract Price* means the price payable to the contractor under the agreement for the full and Proper performance of his contractual obligations

2.0 Basic eligibility criteria

The resourceful Firms/Individuals can submit tender having model (as mentioned elsewhere in tender) of the vehicle with the date of manufacture **not before 01.01.2014**. In case tenderer desires to deploy new vehicle, an undertaking from the dealer of motor vehicle, mentioning that the dealer will deliver the vehicle within **forty five (45) days** from placement of order, has to be submitted along with the tender.

The Reputed Firms/Individuals are required to furnish the following documents to fulfill the eligibility criteria:

- a) **Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/Permit fees etc. as per MV Act, as the case may be along with valid Registration (self attested photo copy)**
- b) Self attested photocopy of ownership of the vehicle owned by mentioning vehicle Registration no., Make, Model & Year of manufacture
- c) Self attested PAN of individual/firm
- d) Self attested Valid road tax payment
- e) Self attested valid taxi/commercial permit in Jharkhand. If the vehicle is private in category, the bidder has to furnish a declaration (Annexure-VI) to convert the permit, insurance & other necessary papers (if any) as per Motor Vehicle Act , of the offered vehicle from private to commercial category for use in Jharkhand within 30 days from the issue of LOI/Work order.
- f) Suitable Valid driving license of the driver to drive Commercial / Taxi permit vehicle.
- g) Requisite **DD for EMD** in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad**.
- h) Self attested photocopy of Service Tax registration number/ TIN of self/firms. In case of exemption from Service Tax, an affidavit duly signed by Notary for exemption from service tax by the individual/firm having income less than the taxable limit in the preceding financial year (as per enclosed format in Annexure-V)
- i) Agreement on non-judicial stamp paper with owner of the vehicle (if the vehicle is not owned by the vehicle provider)
- j) Duly filled in Annexure-I in non-judicial stamp paper.
- k) Duly filled in Annexure-III of tender document (In case tender document downloaded from CMPDI website)
- l) Power of attorney duly attested by Notary in case the tender is signed by an authorized representative of tenderer.
- m) Details of office establishment of the agency/owner for emergency contact such as mailing address and Telephone/Mobile numbers should be submitted along with the tender paper (Annexure -VII)

Original documents are to be presented for verification by CMPDI, whenever required.

3.0 Mode & Method of Submission of Tender

Tenders must be submitted in sealed cover which must be super scribed with the Tender Enquiry Number, the date & time of opening and name of work as mentioned in NIT. All envelopes containing the tenders shall be properly sealed. The Tender is to be submitted in two parts viz. Part – I and Part –II in separate sealed envelope super scribed by Part –I and Part –II. **Envelope- I containing Part-I & Envelope- II containing Part-II should be kept inside the outer cover.** The **Envelope-II** should contain only “**Duly filled and signed Price Schedules**” as per **Price-Bid** .Full name and address of the tenderer along with telephone/mobile/Fax. no. & e-mail ID/ (if any) shall be written on the bottom left hand cover of all the sealed envelopes.

Part – I

Following documents are to be submitted in Envelope-I:-

- a)Documents to fulfill basic eligibility criteria
- b)Duly signed and stamped tender document
- c)Cost of tender documents if downloaded from website along with Demand Draft towards Earnest Money should be included in the Part – I bid.
- d)Annexure-I of tender document
- e)Annexure-II of tender document
- f)Annexure-III of tender document
- g)Annexure-IV of tender document
- h)Annexure-V of tender document
- i)Annexure-VI of tender document
- j)Annexure-VII of tender document
- k)Annexure-VIII of tender document

Part – II

The second part of the tender shall consist of Price Bid, as per **PRICE BID FORMAT**. The format shall be duly signed and stamped. The price bid of only those bidders will be opened, whose offer in Part-I is found to be techno – commercially acceptable.

4.0 Validity Period of Tenders:

The rates, terms and conditions offered shall be valid *for a period of 180 days* from the date of opening of the offers. There will be no escalation in the rate during contract period except for the variation in the statutory Commercial taxes for which proof shall be submitted.

5.0 Receipt of Tenders:

Date and time of submission of tender: Dt. 06.08.2015 Up to 3.30 PM.

Location/Place of submission of Tender: Tenders shall be dropped in tender box provided at the office of HOD (E&M), CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, and Dhanbad -826005. Postal tenders shall not be accepted.

All envelopes containing the tenders shall be properly sealed. **Envelopes stapled shall not be accepted.** The tender shall be submitted in two envelopes (Envelope- I & Envelope- II, as described in tender) and a separate envelope for EMD & tender cost (if downloaded from website). All three envelopes shall be kept in one envelope and properly sealed. Each page of the tender document should be signed by the tenderer. This will not contain any alternative items or suggestions, comments, or conditions. \

Late tender / incomplete tenders / telegraph tenders, tenders received through Post/ courier services shall not be accepted. Tenders must be submitted in the tender box within the stipulated date and time.

Envelope- I containing Part-I, Envelope- II Containing Part-II and Envelope- III containing EMD and cost of tender paper (if downloaded from the website) should be inside the outer cover. The outer cover should bear the address of the bidder.

6.0 Opening of Tender

The tender shall be opened at the office of HOD (E&M), CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad -826005 Office Complex, at the time and date as given in the NIT.

Date and time of opening of Part- I: Dt. 06.08.2015 at 4.00 PM.

All the bidders or their Authorized Representatives are requested to be present on the scheduled date and time of opening. However, their absence will not stop opening of the bid. Authorized Representative must produce a power of Attorney in his favour.

If the bid opening day is a holiday, the bid will be opened on next working day.

Date and time of opening of Part-II: The date and time of opening of Price bid or Part- II of the tender shall be communicated telephonically in due course of time after evaluation of Part- I.

Instructions to the bidders:-

(a). The prices quoted must be firm till the expiry of the contract. **The prices offered should be given both in words and figures.**

(b). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per the tender documents along with all supporting documents failing which offer may not be considered and no further clarification on techno commercial aspects may be entertained.

(c). Payment terms are as per general conditions of contract and are enclosed with this tender notice.

The payment will be made by Electronic Fund Transfer (EFT) mode only. Successful bidder shall submit the details as per format to be collected from the Finance department and to be submitted along with the bill with original Signature and stamp.

(d). Work Order, if placed, will be subject to the terms and conditions given separately.

(e). The Bidders who fail to submit the required tender fee and EMD, their Techno commercial bids will not be considered for opening.

(f). No deviation is acceptable to our tender documents & Terms and Conditions. Tenders which have deviations are liable for rejection without making any back reference to the bidders. Tenders asked for must be submitted complete in all respects.

7.0 GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFERS

- (i). All pages of tender documents should be signed and must have firm's seal. **This is a must.**
- (ii). Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the bidder's signature.
- (iii). Competent authority reserves the right to cancel the tender, postpone the date of receipt and opening the tender without assigning any reason whatsoever or any clarification or notification to the parties. No correspondences will be entertained in this regard.

Bidders are advised to carefully note that the deviation in these terms will not be entertained.

- (iv). Competent authority reserves the right to terminate the contract in between , in case the service provided is not satisfactory or there is any violation of contract / regulation or without assigning any reason whatsoever.

(v). Bid evaluation:

1. The bids will be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
2. A bid shall be considered substantially responsive if it conforms to all the terms and conditions of the tender document without any material deviation.
3. To assist in the examination, evaluation, and comparison of bids, the Purchaser may, at its discretion, ask the bidder for the clarification of his/her bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.
4. The purchaser or his/her bona fide representatives shall have the right to inspect the works, offices, showrooms, service centers of the bidder, for verification of facts furnished by the bidder in support of his/her bid documents, and the bidder is bound to answer any query made by the purchaser.
5. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
6. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of techno-commercially unsuccessful bidders would not be opened.
7. The lowest bidder for the above work shall be arrived as per following:

Bids shall be evaluated on lowest (L-1) rate basis, of hiring charges per day(Non-AC) only, of those bidders who will qualify in the techno-commercial part (Part-I) of the offer. In case if more than one bidder offers the same rate of hiring charge/day the company reserves the right to select the type/model of vehicle offered by the bidders during evaluation of the offers.

In case of discrepancies in the prices, following procedure shall be adopted:

- a. If there is a discrepancy between words and figures in the amount of the unit price, the amount in words shall prevail.
- b. If the bidder does not accept the correction of the errors, his/her bid shall be rejected.
- (vi). The company does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders without assigning any reason whatsoever and its decision will be final as well as binding.
- (vii). The successful bidder shall employ competent, skilled, orderly men to perform the job of driving and maintenance of the vehicle.

The driver shall have suitable valid driving license & photocopy of the same is to be submitted before issue of work order. Full address of the driver should be submitted to our office. Driver can be changed with prior approval of the person authorised by Competent Authority of RI-2, Dhanbad and the substitute driver should comply to the above requirement.

- (viii) The successful bidder shall maintain all statutory records.
- (ix) The cost on account of claims, damages, compensation under the provision of payment of wages act 1948, Employers liability act 1938, Workmen compensation act 1923, Industrial dispute act 1947, Employees state insurance act 1948, Maternity benefit act 1964 or any modification thereof or any other law relating thereto and rules made from time to time as may be applicable to the contract will be responsibility of the successful bidder.
- (x) No subletting of work as a whole or as part is permissible.
- (xi) The successful bidder is required to maintain Log book for the distance travelled in km, with date, speedometer reading etc. along with signature of person authorised by competent authority.

The speedometer and milo-meter of the Vehicle must be in working condition always. Defective Km and milo-meter must be repaired within 72 hrs and during the period of defective functioning, kilometer entry in the log book should be made on the basis of actual/approx. distance travelled by the user.

- (xii) CMPDI Management does not bind themselves to engage the Vehicle through out the period of agreement. **The vehicle should be made available on every working day and also as and when required. Deployment of vehicles will be at the discretion of the company.**

Hiring charges payable for engaging the Vehicle on Sundays/ Holidays will be the same as that for normal working days and is included in monthly hiring charges.

- (xiii) The hired vehicle should not be sold or mortgaged during the contract period.
- (xiv) The driver must have a minimum of Rs. 1000/- (One thousand rupees) only in his custody for

Undertaking minor repairs on road.

(xv) In case the company asks the owner to remove the driver from duty due to negligence, dereliction of duty, disorderly behaviors, other misconduct, the contractor shall be bound to remove him immediately & provide an appropriate replacement within 24 hours.

(xvi) Commencement of work: **The contractor must arrange the vehicle along with all update requisite papers within 45 days after issue of work order.**

In case the party fails to produce any requisite paper within duration of 45 days, an extension of 15 days may be granted by the competent authority after receiving written request from the party, **which should be avoided as far as possible.**

(xvii) The management does not bear any responsibility whatsoever for road tax, penalty, repairs and maintenance, insurance charges, any loss or injury and other statutory charges arising out of accident etc. in connection with the Vehicle.

The security of the Vehicle during duty hours will be responsibility of the Vehicle owner/driver and in no case the management (CMPDI) should be responsible for any theft or damage to the Vehicle. The owner has to repair/make good/compensate at his own cost.

(xviii) a) Duty hours will be generally from 5.00 A.M to 5 P.M . Driver of the vehicle shall report for duty to the person authorised by the competent authority.

Distance coverage shall start from the reporting place and back to reporting place. No extra Kms. will be given from garage to reporting place or vice versa

The reporting place shall be CMPDI, RI-II, Dhanbad.

No extra Km such as using of Vehicle by the driver during lunch hour, Maintenance of Vehicle etc. shall not be permitted.

(xix) No Fuel and Mobile shall be issued/ supplied by CMPDI. **Only the Cost of Fuel** consumed towards running of the vehicles shall be paid/reimbursed in accordance to the Specifications laid down in enclosed schedule by CMPDI as per prevailing rates.

(xx) The vehicles to be provided with

- a) Tool Kit
- b) First-aid box

(xxi) Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made :

- a) Misleading or false representation in the forms ,statements and attachments submitted in proof of the qualification requirements; and /or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion. Litigation history or financial failure etc.

(xxii)The driver deployed on vehicle hired will be in proper outfit while on duty.

(xxiii) The uniform and accessories is to be provided by the agency at their own cost.

(xxiv) The driver of vehicle will not consume any alcoholic drinks or any other intoxicating materials while on duty.

(xxv) The owner of the vehicle will submit all required bills and other documents as required by CMPDI, management from time to time.

The company shall have the right to inspect or arrange inspection of the vehicle /equipments deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/operation .The contractor shall insure prompt/immediate compliance of the same.

(xxvi)The contractor shall at his own cost arrange materials, stores, spares, tools, tackles etc. and maintenance/repairs of the vehicle deployed for work. The company shall have no liability whatsoever on this account.

Proper records of such checking/maintenance/repair shall be maintained in a log book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

(xxvii)The company shall have no responsibility /liability whatsoever for any accident/damage to the contractor's vehicle in transit or while engaged in work.

(xxviii) **Non-disclosure/ Confidentiality Clause:** The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention ,research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work/execution of work and thereafter. The bidder shall disclose Proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns

(xxix) **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT JURISDICTION ONLY.**

8. COMMERCIAL TERMS AND CONDITIONS

- (i) The Vehicle should be in good running condition and year of manufacture should not before 01.01.2014 and up to the satisfaction of the CMPDI Management.
- (ii) The Vehicle must hold valid taxi/commercial permit of Jharkhand state.
- (iii) The Vehicle must have valid documents like **Registration, Road Tax, Insurance, and required taxi/commercial permit**. The Vehicle must have other statutory papers for the **contract** period or any extension thereof.
- (iv) **The quoted rate in the price Bid should be inclusive of all taxes except Service Tax.**
- (v) The deployment period of Vehicle will be normally for 12 hours a day. However, if the situation so demands the Vehicle may be deployed beyond 12 hours, it will be binding on the contractor to engage the vehicle beyond 12 hrs.
- (vi) Toll tax, parking charges etc. as applicable will be reimbursed to the party on production of Proper receipt from the appropriate authority along with monthly bills.
- (vii) The smoke emission from Vehicle shall be as per norms laid down by Motor Vehicle Act which is subject to change from time to time and should be of latest Motor Vehicle Act. Non conformity to the above specified limit of smoke emission may lead to imposition of suitable penalty. Re-occurrences of the incidents of non- conformity may also lead to termination of the contract of the Vehicle.
- (viii) Rates are to be quoted on per day basis. One day means 12 working hours.
- (ix) **Submission of bill:** You will submit bill in triplicate to the consignee for arranging payment in time on monthly basis. Original bill shall be duly stamped and pre-receipted .The bill is to be submitted as follows:

Format of Bill :

a) Hiring charges per month of the vehicle:

i) The hire charges (Inclusive of all taxes)	Rs.
ii) Service tax	Rs.
Total:	Rs.

b) Fuel cost for the month :

i) Distance run	Km.
ii) Fuel consumption @ 10 Km/Lit	lit
iii) Unit cost of Fuel per Lit	Rs.
iv) Cost of Fuel	Rs.
v) Others, if applicable	Rs.

9. Payment:

- a) No advance shall be made by CMPDI.
- b) Payment will be made on monthly basis after end of the month within 21 days, after submission of bill along with **Log book duly signed by the officials using the vehicle for the period.** along with original slips. The log book shall be supplied by CMPDI, RI-II, Dhanbad.
- c) **The Agreement in non-judicial stamp paper (as in Annexure-VIII), has to be submitted before submitting the first bill for payment.**
- d) Payment shall be made to the contractor through electronic transfer based on the details of bank account provided. The usual time taken for payment of bills is generally 2-4 weeks from the date of receipt of bills at CMPDI, RI-II, Dhanbad.
- e) Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the contractor, in accordance with the provisions of the relevant applicable Acts.
- f) CMPDI, RI-II, Dhanbad shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as applicable under the terms and conditions of this tender

10. **Paying authority:** - HOD (Finance), Regional Institute-II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005.

11. **Service Tax:** Service Tax registration number, if any shall have to be provided in the offer. Service tax should be maintained separately as per rates applicable. Out of which 40% of service tax will be paid by service recipient (CMPDI) AND 60% of Service tax will be deposited by the service provider which will be reimbursed on production of documentary evidence of challan, provided the bill is raised as per Service Tax Act / Format. If exempted from service tax payment, proof/ reason shall be given along with tender and later on as and when required. **40% of the applicable service tax for the above hiring value shall be deducted from all running bills on account of service tax.**

12. Penalties:

- i) If the vehicle does not report for duty on working days the hire charges for that day will not be payable & in addition the amount equivalent to one day hire charges will be realized as penalty.
- ii) For late reporting of vehicle upto 6 hrs from stipulated time penalty of Rs 100/- (One hundred) only shall be realized for each hour of delay. For late reporting of vehicle beyond 6 hrs from stipulated time the penalization shall be as per not reporting for duty.

13. **Hiring charges:** CMPDI management does not bear any responsibility for maintenance/ repair charges, tyres, tubes, flaps, wages for drivers, gear oil, **engine oil**, coolant, grease, distilled water, road tax, insurance, puc charges, fitness fees, or any other taxes and levies etc.

Hiring charges shall be excluding the cost of Fuel. CMPDI will pay only the hiring charges per day, OT charges @ Rs 40/- per hour (beyond 12 hrs duty), Night halt charges @ Rs.200/- per night and cost of Fuel at the rate of 10 km/hr. Vehicle parking charges & Toll tax will be reimbursed by CMPDI on production of receipt along with monthly bill.

14. Security Deposit: Total security deposit will be 10% of the annualized value, which consists of two parts.

i) Performance security to be submitted at the award of work and

ii) Retention money to be recovered from running bills.

Note: i) Performance security will be 5% of the annualized value of contract amount and should be submitted, after adjusting the EMD, within 28 days from the date of receipt of LOI by the L1 bidder in the form of account payee demand draft in the favour of CMPDI, Regional Institute -2, Dhanbad of any scheduled bank payable at Dhanbad.

ii) 5% of the running bills shall be deducted and kept as Retention money during the 1st year (only) of the contract.

Note: With competent approval the total security deposit i.e. Performance security & Retention money shall be released (without interest) after expiry of contract period, on satisfactory performance of work during the period of contract.

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for cancellation of the award of work and forfeiture of Security Deposit.

15. If any sum is found due and payable to company by the successful bidder in connection with this contract or any other contract, the company shall have the right to deduct the amount due from the bills of the present contract.

16. The party will arrange accommodation of his driver/staff at his own cost.

17. No Fuel and Mobile shall be issued/ supplied by CMPDI. Cost of Fuel consumed towards running of Vehicles shall be paid/reimbursed in accordance to the specifications laid down in enclosed schedule by CMPDI as per prevailing rates in Jharkhand on providing proper receipt / cash memo from Fuel Pumps clearly showing the rate/ litre of the State where the Vehicle travelled for duty.

18. Engagement nature: CMPDIL management does not bind them selves to engage the vehicles throughout the month/period of work order.

19. Area to be covered by vehicle: The Vehicle will ply mainly in the Schools situated in Dhanbad & also for official duties.

20. Liquidated damages: The successful bidder shall arrange to provide the vehicle as per requirement. Penalty of 0.5% contract value shall be deducted from contractor's bill for delay in arranging the vehicle for every week after the issue of work order and part thereof subject to a ceiling of 10% of contract value.

21. Duty Hours :

- 1 The duty hours shall be 12 hours per day for six days (Monday to Saturday) per week. Generally duty hours are from 5 AM to 5 PM but they are changeable as per the requirement. Duty time commences from the time of reporting of vehicle at reporting place.
2. Vehicles can be detained by the controlling officers/Users for extra duty hours, for which payment will be made as per approved rates.
3. Contractor must have a telephone where requisition of vehicles can be conveyed at any time during the 24 hrs. Telephone number must be specified in the bid.
4. The requirement of vehicle on need basis will be communicated to the contractor through e-mail, FAX, telephone, SMS etc. as may be the case generally one day in advance. In case of urgent requirements, a notice of two hours may be sufficient to provide the vehicle by the contractor.
- 5 .During the period of the contract, the drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the purchaser to contact them as and when required, or for the drivers to make a call to the user/controlling officer for any requirement.

22. Inspection

Designated authority can inspect the vehicles at any time. It will be a general inspection which will include general upkeep of the vehicle, neatness & cleanliness of the exteriors & interiors, documents, availability of working mobile connection with the driver, proper dressing of the driver etc. In case of deviations, instructions issued by CMPDI, RI-2 designated authority shall be binding on the contractor. Contractor shall ensure that vehicles are supplied & operated in compliance to the terms & conditions of the contract.

23. NOTICE PERIOD FOR BOOKING & CANCELLATION

- 1 One day in advance, generally, for booking the vehicle. **In case of urgency two hours may be sufficient for providing the vehicle.**
- 2 Telephonic intimation shall be considered as notice.
- 3 One hour prior to reporting time for cancellation of the booking of the vehicle.

24. REPORTING PLACE

The reporting place shall be CMPDI, RI-II, Dhanbad.

25. DISTANCE COVERAGE

Distance coverage shall start from the reporting place and back to reporting place. No extra Kms. will be given from garage to reporting place or vice versa.

26. Replacement of Vehicle: In case of breakdown of the Vehicle or failure to provide above Vehicle due to any other reasons, alternative Vehicle shall be provided immediately with the approval of the competent authority. The alternative Vehicle should comply with statutory obligations like road tax, insurance, permit etc, failing which deduction of penal charges shall be as per clause of COMMERCIAL TERMS & CONDITIONS. For replacement the copy of the related documents of the alternative Vehicle R/C , fitness certificate, permits, driving license etc. are to be submitted to the order issuing authority duly attested by the designated official . The replacement Vehicle must be in excellent condition and as per specification of NIT to cater the requirement for which the Vehicle has been hired. Such

replacement will be allowed normally on temporary basis at maximum for one month for which prior permission may be obtained from the person authorised by Competent Authority of RI-2, CMPDI Dhanbad. The substitute driver of the Vehicle should have a valid driving license. A Copy of driving license is to be submitted to this office by the successful bidder. Driver can be changed with prior approval of the Competent Authority and the substitute driver should comply to the above requirement. However, in extreme cases, the replacement Vehicle may be engaged for a period exceeding one month on prior approval of Regional Director, CMPDI, RI-II.

27.Others Terms and Conditions:

- (i) Vehicles shall be kept washed, cleaned and in excellent running condition. No payment shall be made for K.M. run for repair/ maintenance of the Vehicle and also for the period during which the Vehicle shall be under repair/ maintenance.
- (ii) In case of unsatisfactory services, the security money will be forfeited in addition to the Penal charges, if deemed fit by the management.
- (iii) Owner shall comply with all the provisions of motor vehicles Act-1988 with latest amendments to ply the vehicle on the road.
- (iv) Owner will be responsible for any legal action by Police/ R.T.O. etc. against the driver/ vehicle provided under the contract.
- (v) CMPDI, RI-II reserves the right to terminate/foreclose the contract with 15 days notice to the Vehicle owner without assigning any reasons, whatsoever.

28. Requirement/Scope of Supply

A. Hiring on monthly basis

- (i) **Type of vehicle:** 8 Seater Commercial light vehicle
- (ii) **Year of manufacture;** not before 01.01.2014
- (iii) **No. of Vehicles:** 1
- (iv) **Construction:** Hard Top Fully Covered (Fully metallic body with glass window)
- (v) **No. of Seats:** With seating arrangement as per norms of manufacturing company having rear folding seats
- (vi) **Engagement:** From 5.00 AM to 5.00 PM or as directed by the person authorised by Competent Authority .
- (vii) **Area to be covered:** The Vehicle will ply in the Schools situated in Dhanbad like DPS,Denoble,Carmel etc & also for official duties.
- (viii) **Category of Vehicle:** The offered vehicle must have commercial/ Taxi permit.
- (ix) **Driving License:** Driver shall have valid driving license.
- (x) **Condition of Vehicle:** Vehicle must be in tip top and in good running condition.

**Smt. L.Ghosh Biswas,
Ch. Mgr/HOD (E&M)**

NON - JUDICIAL STAMP PAPER OF Rs. 10/-

AFFIDAVIT

(By All Tenderers)

I Partner/ Legal Attorney/ Proprietor/
Accredited Representative of M/S.....
.....
(Strike out which is not applicable) solemnly declare that :

1. All information furnished by me/ us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true.
2. All documents/ credentials submitted along with this tender are genuine, authentic, true and valid.
3. If any information or document submitted is found to be false/ incorrect at any stage, CMPDI, RI-II may cancel my tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including Earnest Money & security deposit and blacklisting of our firm and all Partners of the firm etc.
4. Our partners do not have any relative working in CMPDI or I do not have any relative working in CMPDI.
5. Any additional tax, if any shall be paid by me/ us.
6. We have not been banned or de-listed by any Govt. or Quasi Govt./ PSU.
7. We shall abide by CMPF clause of tender document and ensure Implementation of CMPF and Misc. provision Act. 1948 and allied Scheme framed there under in respect of the workers (deployed by me/ us).

**Attested:
Notary
Seal**

Signature of Tenderer

DECLARATION

(By All tenderers)

I/We have read the tender document and understood all provisions and specifications in totality. All terms and conditions are acceptable to us. I/ We do not have any terms and conditions of mine/ our own.

Date:

Signature of the Tenderer

ANNEXURE-III

UNDERTAKING BY BIDDER(S)*

(*ONLY FOR THOSE WHO HAS (HAVE) DOWNLOADED THROUGH WEBSITE)

(To be submitted on letter head of the tenderer, signed and stamped by tenderer authorized representative/official in each page)

I/We, , proprietor/ partner/Legal Attorney/accredited representative of M/s , solemnly declare that:

1 .I/we accept the Tender Document as (I/we have) downloaded the same from the website <http://www.cmpdi.co.in> or, www.tenders.gov.in unconditionally.

And

- 2 I/we understand and fully accept that the Tender Document thus obtained by me/us will be rejected if found incomplete and/or if any tampering and/or discrepancy is found therein in comparison to the Master Copy or Office Copy of the said Tender Document.
3. I/we further assure and accept that I/we shall accept the Office Copy version of the Tender Document and shall not raise any objection in any form or shall not make any hindrance to the tendering process in case of such rejection.

.....
Signature of bidder

.....
Name of bidder (IN BLOCK CAPITAL)

Position in the Company/Firm: (proprietor/partner/legal representative etc):

Date:

Place:

Official Seal (Stamp):

ANNEXURE-IV
SCHEDULE OF REQUIREMENT

To,
HOD (E&M)
RI-II CMPDI ,
Koyla Bhawan , Koylanagar
Dhanbad

Ref: Your Tender no. RI-II/CMPDI/Vehicle Hiring/15-16/

Dated:

Dear sir,

With **reference** to the above referred NIT we are pleased to furnish Part-I of the BID with the following details.

1. Name and full address of the Bidder
along with telephone/mobile/FAX no. and
e-mail ID (if any)
2. Name and address of the owner of the vehicle
3. Details of Earnest Money, DD no. AND Date, Bank name Submitting with Part-I

Amount :.....

Cash Receipt No./DD no. and date :.....

Issuing Bank & Branch:.....
4. Validity of offer : 180 days from the date of opening of tender
5. Payment terms : As per NIT
6. Original power of Attorney of vehicle owner
to vehicle provider on registered/notarized
non-judicial stamp paper Submitting with Part-I
7. Signed copy of all the pages of NIT terms and
Conditions as token of acceptance of the same. Yes/No
8. Self attested Pan no. of tenderer Yes/No
9. Service tax: Yes/No
- *10. Type of vehicle: :
- *11. Registration no. :
- *12 Make/Model: :
- *13. The year of manufacture:
- *14. Seating capacity:

*15. Insurance paid up to with a copy of Receipt:.....

*16. Tax paid up to with a copy of challan:.....

17. Driver's Details

a) Name :

b) Driver's License copy of current Validity:.....

18.Experience of the Driver.....

19. Alternate vehicle

(In case of break-down of deployed vehicle

whether alternative vehicle of similar capacity
can be arranged immediately.)

Yes/No

20. Whether there is a criminal record
of the vehicle/driver deployed.:

Yes/No

*21. Self attested valid Pollution)
Certificate (copy to be submitted)

Yes/No

*22. Category of permit:

Commercial/Taxi

*23. Fuel used :

Diesel/Petrol

24. Consumption of fuel Km/hr.

10.00

25. Price Bid as per Price Bid format

Submitted in separate
Envelope as Part-II

I accept all the terms and conditions along with payment terms of NIT.

Signature of the Bidder with Seal

Note: i) Self attested Photo copies of the insurance policy, commercial/taxi permit, etc., PAN no., Service Tax, Driving License etc shall be submitted along with part-I bid of the offer. **(However if the tenderer deploys new vehicle, he may submit the above marked (*) documents and other requisite papers within 45 days of placement of work order).**

ii) **Strike off , if not applicable**

ANNEXURE –V

DETAILS OF SERVICE TAX

1.0 Service Tax: Tax mechanism of service tax will be applicable as per Service Tax Act/Rules.

Status of the bidder like proprietorship/partnership/HUF/AOP/Group of persons/Body Corporate etc. should be indicated with documentary evidence.

Hiring charges excluding service tax must be quoted by the service provider. Service tax should be maintained separately as per rates applicable. Out of which 40% of service tax will be paid by service recipient (CMPDI) AND 60% of Service tax will be deposited by the service provider which will be reimbursed on production of documentary evidence of challan, provided the bill is raised as per Service Tax Act / Format.

40% of the applicable service tax for the above hiring value shall be deducted from all running bills on account of service tax.

2.0 STATUS OF SERVICE TAX

- 2.1 Service Tax Reg. No.-yes/no(To Tick)
- 2.2 If yes, PAN based service Tax Reg. No. is to be furnished along with documentary evidence. Service Tax Reg. No. is.....
- 2.3 If not, registered with service Tax Dep't. a self attested notarized affidavit indicating reasons to be submitted along with the tender and later on as and when required.

Signature of the tenderer

ANNEXURE-VI

:- UNDERTAKING:-

I do hereby undertake to convert the permit, insurance & other necessary papers (if any) as per Motor Vehicle Act , of my offered vehicle from private to commercial category and submit the copy of the same and also deploy the vehicle within 30 days from the date of issue of work order.

However, in case of new vehicle provided by me/us, I/We shall submit, all requisite papers and also an undertaking that I shall provide the vehicle within **forty five days** from placement of Work order

Signature of the tenderer

Name:

Address:

ANNEXURE- VII

:- CONTACT DETAILS :-

Name of Agency /Owner	Address of the Owner/Agency	Mailing Address (If any)	Telephone No.	Mobile No.	FAX No. ,if any

LETTER OF ACCEPTANCE

(In the letter head paper of Employer)

Ref. No : Dated

To

.....
.....

Dear Sirs,

This is to inform that your Bid datedfor execution of the
(Name of the contract and identification number as given in the instructions to bidders) for the
contract price of Rupees..... (Amount in words and figures) as
corrected and modified in accordance with the Instruction to Bidders is hereby accepted.

We shall furnish performance security deposit in the form detailed in Clause
14.0 of Instruction to Bidder for an amount equivalent to Rs..... within 28 days of
the receipt of this letter of acceptance and sign the contract, failing which actions as stated in
Clause 14.0 of Instruction to Bidder will be taken

Yours faithfully,

Authorized Signatory
Name and Title of Signatory
Name of Agency

PEROFORMA FOR EXECUTION OF AGREEMENT.

This agreement is made on day of between “ CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, REGIONAL INSTITUTE-II, KOYLA BHAWAN COMPLEX, KOYLA NAGAR, DHANBAD-826005” having its registered office at (“CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED GONDWANA PLACE , KANKE ROAD RANCHI-834008” which expression shall, unless repugnant to the subject or context, include its Successors and assignees) of the one part and “ (Bidder’s name with full address) ” carrying on business as a proprietorship firm under the name and style “(Bidder’s name with full address)” (hereinafter called the’ said Contractor’ which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part. Whereas the Company invited tenders for the work of “Hiring of light vehicle at CMPDI, RI-II, Koyla Bhawan Complex, Koylanagar, Dhanbad” and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of “(Rupees in words & figures)” as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A Tender Notice: - As mentioned in

a) NIT NO: RI-II/CMPDI/Vehicle Hiring/ 15-16/

ii) Schedule –A General terms & conditions. Special conditions and General technical Specification: - As mentioned in

a) NIT NO: RI-II/CMPDI/Vehicle Hiring/ 15-16/

iii) Schedule-B The probable Quantities and Amount:-As mentioned in

a) NIT NO: RI-II/CMPDI/Vehicle Hiring/ 15-16/

iv) Schedule-C Negotiation letters – N/A

iv) Schedule-D Letter of Acceptance/Work Order: - As mentioned in

v) Schedule-E Drawings – N/A

3) In consideration for the payment of the sum of “(**Rupees in words & figures**) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in **Schedule B** with such variations by way of alteration, addition to or reduction from the said works.

4) The Company has converted a sum of (**Rupees in words & figures**) from the amount (**Rupees in words & figures**) deposited by the said contractor as **Earnest Money**, into ‘**Initial Security Deposit** of the awarded work value Security Deposit’ of. The excess/balance amount of earnest money shall be adjusted in the RA Bill (s).

5. The said contractor hereby covenants with the company that the Company shall retain a sum of **(Rupees in words & figures)** or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfillment of the contract to the Satisfaction of the Company. In witness whereof the parties herein have set their hands and Seals the date and year above

Written.
Name of Contractor _____ Signature _____

2 Partner _____ Signature _____

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name Signature _____

Address:

Occupation

Signed by Srion behalf of Signature (CENTRAL MINE
PLANNING AND DESIGN INSTITUTE LIMITED, REGIONAL INSTITUTE-II, KOYLA BHAWAN
COMPLEX, KOYLA NAGAR, DHANBAD-826005) in presence of

1. Name: _____ Signature _____

Address:

Occupation

PART-II

FORMAT OF PRICE BID

Envelope-II (A)

Tender Enquiry No. RI-II/CMPDI/Vehicle Hiring/15-16/

Dated:

PART-II (PRICE BID)

SCHEDULE FOR FILLING UP THE RATES FOR DIESEL VEHICLE

- 1) Hiring charges per day for
Vehicle at 10 KM run per
Litre of Fuel (Rate will be for
non AC operation) and for 12 :
hrs duty per day.

Please NOTE:

- 1) Fuel cost will be reimbursed by CMPDI at the rate mentioned above as per fuel prevalent rates.
2) Additional O.T. charges @ Rs. 40.00 per hour if deployed beyond 12hrs duty a day.
3) Monthly Hiring Rate for one Vehicle Inclusive of wages of Driver, all Taxes except fuel cost and Service Tax (Rs.).

- *2) i) Registration No. of the Hard :
Top fully Covered Vehicle
- ii) Make/Model :
- iii) Year of Manufacturing :

Note: (*) For bidders offering vehicle details.

Name, Address and Mobile
No. of the Owner/ Contractor

Signature of Owner/ Contractor