



CENTRAL MINE PLANNING & DESIGN INSTITUTE (RI-V).

(A subsidiary of Coal India Limited.)

PURCHASE & MANAGEMENT SYSTEM DEPARTMENT

SEEPAT ROAD, BILASPUR (Chhattisgarh) Pin: 495006.

TENDER DOCUMENT

P A R T - I

(TECHNO-COMMERCIAL BID)

NIT NO: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 **Dated:** 16.11.2015

NAME OF WORK: Hiring of 03 (Three) Nos. of diesel driven Vehicles of commercial category – Bolero /Scorpio/ Sumo having seating capacity of 6 (5+1) or more and manufactured not prior to the year 2013 for a period of 24 months on 24 hours daily duty basis, and to be stationed at Exploration Camp, Kudumkela , Post: Kudumkela, Teh: Ghargoda, Dist: Raigarh (CG)- 496112 under RI-V, CMPDI, Bilaspur for office use to travel anywhere in entire Chhattisgarh and Madhya Pradesh as per our requirement.

[Containing 1 to 38 pages]

CENTRAL MINE PLANNING & DESIGN INSTITUTE (RI-V)
PURCHASE & MANAGEMENT SYSTEM DIVISION
S.E.C.L Complex, Seepat Road, Bilaspur (C.G.) 495 006

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TENDER NOTICE

Sealed tenders are invited from reputed, experienced, and bonafide Travel Agencies / Taxi/Tour Operators like similar works who have worked with Government / Semi Govt. / Govt. Local bodies / Public Sector Undertakings/Reputed Private organizations for the following work.

1. Description of work:

Hiring of 03 (Three) Nos. of diesel driven Vehicles of commercial category – Bolero /Scorpio/ Sumo having seating capacity of 6 (5+1) or more and manufactured not prior to the year 2013 for a period of 24 months on 24 hours daily duty basis, and to be stationed at Exploration Camp, Kudumkela , Post: Kudumkela, Teh: Ghargoda, Dist: Raigarh (CG)- 496112 under RI-V, CMPDI, Bilaspur for office use to travel anywhere in entire Chhattisgarh and Madhya Pradesh as per our requirement.

SI No	Name of the Place where vehicles are to be deployed	Working hours	Fuel Efficiency	Engine Oil Consumption
1	Exploration Camp, Kudumkela , Post: Kudumkela, Teh: Ghargoda, Dist: Raigarh (CG)- 496112	24 hrs	HSD oil- @ 10 km per liter	@ 1 liter for 500 kms run of vehicle

HSD and engine oil will be issued from camp stores as per actual consumption limited to @ 10 km per liter HSD & 1 liter engine oil per 500 kms run of vehicle. Service tax will be dealt as per recent amendment in Finance Bill-2012 Service Tax/as applicable during execution of work.

Bidder should inspect the site/work before giving their offers/ rates for the tendered work(s). L-1 BIDDER will be derived on the basis of lowest quoted rate. /

2. Number of Vehicle(s) required: **03 nos**

3. Eligibility/Experience Criteria:

3.1 Eligibility Criteria:

The intending tenderer must satisfy all of these criteria:

A.1. The Bidder should either be a Travel Agency or Owner of the Vehicle/s. The eligibility Criteria for both class of bidders shall be as under:

Travel Agency: In case the bidder is a Travel Agency, they should be registered for Service Tax under "Rent-A-Cab Scheme Operator's Service" issued by appropriate authority, Govt. of India. The bidder should either own, purchase or have a hiring agreement with the owners of vehicles which are offered to be engaged.

In case the Travel Agency wish to Purchase & deploy new vehicle, then an Affidavit to be furnished in enclosed format (as per Annexure A) to this effect. For such new vehicles, RC book need not required to be submitted with Part – 1 of the bid.

OR

Owner of Vehicle: In case the bidder is not a Travel Agency, he should be the Owner of the Vehicle/s registered under commercial category.

In case, the bidder/Owner do not possess the requisite fleet of (tendered quantity of vehicles), then

Either Copy of the Hiring Agreement executed with the owner of the vehicle/s proposed to be deployed for this work is to be furnished (Hiring agreement should contain the reference of NIT No. & date)

AND/OR

An affidavit as per Annexure A is to be furnished in enclosed format in case the owner is proposed to deploy new vehicles. For such new vehicles, RC book need not required to be furnished with Part 1 of the bid.

- A.2. The bidder should be either registered for Service Tax under “Rent-A-Cab Scheme Operator’s Service” OR should have exemption from Service Tax Registration and/or payment of service tax as per service tax rules. This has to be submitted in the form of certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.

3.2 Additional Eligibility Criteria:

- a. The intending bidder must have in its name experience of having successfully executed works of similar nature (as defined in detailed tender document) valuing 65% of the annualized value of the work or the estimated value of the work whichever is less, put to tender in any one year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited. Work experience in any Government/Semi-Government/Public Sector Undertakings (Central/ State) will be considered for eligibility. Work Experience in a Private firm shall be considered for eligibility only if the Private firm is a Company registered under Indian Companies Act’ 2013.)

(In case the bidder is not a prime contractor but a sub-contractor, the bidder’s experience as sub-contractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor).

“Annualized value” of the work shall be calculated as the “Estimated Cost/Period of completion in Days x 365”.

The cost of executed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till one year before the last day of month previous to one in which e-Tender has been invited

- i. For substantiating past experience, the bidders should submit the work orders, certificate of actual works already executed and TDS certificates.
 - ii. In case of bidder running passenger vehicles on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles, duly certified by a Chartered Accountant along with audited Profit and Loss Account and Balance Sheet.
- b. The bidder must produce evidence of adequacy of minimum working capital (at least 20% of the annualized value of this work or the estimated value of the work, whichever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.
- c. The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format (Annexure-A) to deploy the required Vehicle as per NIT either owned or hired, within 30 days from the date of Letter of Acceptance (LOA).

4. Estimated value (Excluding diesel & Service Tax): Rs 23,01,552.00
Annualized value (Excluding diesel & Service Tax): Rs 11, 50,776.00
5. Earnest Money Deposit on annualized value: Rs. 11,500.00

EMD is to be deposited in the form of A/c payee Demand Draft drawn in favour of “CMPDI, Regional Institute, Bilaspur” on any scheduled Bank, payable at Bilaspur. The Earnest Money shall be refunded to the unsuccessful tenderer after opening of Price bids (Part-II) of tenders and it shall bear no interest.

6. Period of deployment: 02 years (24 months) -(Excluding long leave ie more than 07 days)
7. Tender document cost (Non-refundable): Rs 1000.00 DD No _____ Date: _____ Drawn from _____ in favour of “CMPDI, Regional Institute, Bilaspur.

8. Tender document sale period: from 30.11.2015 to 23.12.2015

9. Tender Document Issue period (excluding Holidays):

- i. Monday to Friday : 10.00 AM to 5.00 PM,
- ii. Saturday: 10.00 AM to 1.30 PM

10. Tender documents can be obtained from the office of HOD(PMS), CMPDI, RI-V(HQ), Seepat Road, Bilaspur on application and payment of cash/demand draft drawn in favour of "CMPDI, Regional Institute, Bilaspur" on any scheduled Bank, payable at Bilaspur.

11. Last date of submission of offer: 24.12.2015 up to 3.00 PM**

12. Date of opening of tenders: 24.12.2015 at 3.30 PM

(If the opening date is declared as holiday or due to any unavoidable circumstances the offers could not be opened on the scheduled date, the next working day will be treated as opening date.)

13. Down loading from Web site: The tender document can be down loaded from our web site www.cmpdi.co.in. In case the document is down loaded from website, tender document cost shall be paid through a demand draft in favour of CMPDI, Regional Institute, Bilaspur payable at any schedule bank at Bilaspur. This shall be kept in a separate envelope super scribing "The cost of tender" and to be submitted along with part I of the offer.

- i. Tenders will be received up to 3.00 PM on the above date and opened on above date at 3.30 PM at the office of the HOD (E&M), CMPDI, RI-V (HQ), Seepat Road, Bilaspur only.
- ii. The Employer reserves the right to allot part of the work (with respect to period, quantity and value of tendered work) at their discretion and no claims, whatsoever, shall be entertained in this regard.
- iii. If the contractor without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.
- iv. Additionally, the company will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.
- v. The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all tenders without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.
- vi. Others details may be obtained from detail tender document.

HOD (PMS)
CMPDI (HQ), Bilaspur.

14. Name of tenderer with address: _____

NOTE: Downloaded Tender document without cost of tender document shall be treated as INVALID TENDER.

CERTIFICATE

(Only for tenderer using downloaded tender document from Website.)

The cost of tender document in the form of Demand Draft is enclosed with Part-I of tender document.

This is to certify that the tender submitted by me / us is same as in the Website. In case any alteration/ deviation is found in the tender document submitted by me / us at any stage, I/ we accept summary rejection of my / our tender and any other penal action, as the management may deem fit.

(Signature of Bidder with Seal & Date)

PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM

To facilitate early payment, CMPDI is releasing all payments through EFT system only. As such, the bidder is required to furnish the following Bank Account details where Core-banking facility is exists for facilitating Electronic Fund Transfer of all payments–

Name of Firm:

Name of the Bank	
Branch Name	
Branch Code	
Address of the Bank	
MICR Code (9 Digits) Nos.:	
Account Number	
IFSC Code	
Whether Core banking facility exists?	Yes / No

(Signature of bidder with seal and date)

	<u>CHECK-LIST</u>	Page No.
1) Tender Document Cost: D.D No. Dt. Amount.....		
2) EMD	DD no.Dated. Amount Rs...	
3) PAN	Attach Copy of PAN	
4) Copy of Service Tax Registration	The Service tax registration certificate or an undertaking that the same will be submitted before the award of work.	
5) 5) Ownership Status Legal Status of the bidder	i) Proprietary or HUF: Affidavit copy.	
	ii) Partnership: Latest Deed of Partnership along with all earlier deeds and copy of registration of partnership. In case of Power of Attorney given to third party to represent the firm, it should be duly signed by all the partners and notarized before exercising such power by the POA holder.	
	iii) Private/Public Limited Company: Memorandum & Articles of Association with Certificate of Incorporation. In case of Power of Attorney given to any person, it should be supported with copy of resolution.	
	iv) JV: JV deed supported with legal documents in support of ownership status of the JV constituents. Resolution to enter in to JV in case of companies. All partners decision to enter in to JV need to be submitted along with the JV deed in case of Partnership firm. Power of Attorney given to lead partner by JV need to be submitted duly notarized and complying all other legal requirements as per Clause 2.4 of Instructions to bidders. The bid documents should be signed by all constituents of JV or lead partner on behalf of JV under the seal of JV.	
	v) Small Service Provider: In case the owner of the vehicle is small service provider and exempted for Service Tax Registration and/or payment of Service tax, then a certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.	
	a). If the bidder is Travel Agency: i). Service Tax Registration Certificate under "Rent-A-Cab Scheme Operator's Service" issued by appropriate authority, Govt. of India ii).RC Books of the Vehicle/s proposed to be deployed for this work. iii). In case, the Travel Agency is not the owner of the vehicle, then copy of the Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. & date) iv) In case the Travel Agency wish to Purchase & deploy New vehicle, then an Affidavit to be furnished in enclosed format to this effect. For such New vehicles, RC book need not be required b). If the bidder is Owner of the Vehicle/s : i). RC Book of the Vehicle/s proposed to be deployed for this work. ii) In case, the bidder/Owner do not possess the requisite number of vehicles, then copy of the Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. & date) iii) In case the bidder/Owner wish to Purchase & deploy New vehicle, then an Affidavit to be furnished in enclosed format to this effect. For such New vehicles, RC book need not be required iv) Service Tax Registration Certificate under "Rent-A-Cab Scheme Operator's Service" issued by appropriate authority, Govt. of India, if applicable. * In case the owner of the vehicle is small service provider and exempted for Service Tax Registration and/or payment of Service tax, then a certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax	
7) 65% Similar work execution in any year during last 7 years as per NIT.	(Annualized Value: In case of contract period more than one year) Documents to submit: (i) Work Order/Agreement clearly indicating bill of quantity, (ii)Execution certificate clearly indicating period of execution for similar work execution (certificate/ Bill Copy), (iii) TDS certificate in support of similar work execution, in case of private experience.	

8) 20% working Capital with access to lines of credit.	Documents: (i) Working capital certificate certified by C.A along with Audited Balance Sheet ,with audit report and all annexures, Or (ii) Working Capital Facility (O.D/C.C limit) sanctioned by any Scheduled Bank. Bank's certificate should indicate date of sanction and Account Number of the bidder and such certificate should be within three months prior to the date of tender opening. or (iii) Both (i) & (ii).	
9) Black Listing Status	A certificate clearly indicating (i) They have not been black listed by any of the CIL subsidiaries or Govt. Organizations during past five years. Or (ii) Submit details of Black Listing/Banned particulars.	
10) Terms & Conditions accepted or not.	(i)Towards acceptance of all terms and conditions of the tender, the bidder has to sign all the pages of the tender document.	
11) Affidavit as per "Annexure-A"	The person signing affidavit should clearly submit his identity (Proprietor/ Partner/ Legal attorney/ Accredited Representative)and <i>strike the not-applicable portion</i> .It should be as per Annexure-A of the tender. It should be properly stamped and notarized.	
<u><i>N:B : Narrations shown above are for guideline of the bidders. Bidders may submit the documents duly indexed in order to avoid any misplacement of papers.</i></u>		
(Signature of bidder with seal and date)		

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

- 1.1 The **Central Mine Planning & Design Institute, Regional Institute -V.** (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for the works mentioned in the NIT.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the tender document.

2. ELIGIBLE TENDERERS

- 2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.
- 2.2 The company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.3 All bidders shall provide Forms of Bid and Qualification Information.
- 2.4 Joint Venture: Joint ventures must comply following requirements:
Following are the minimum qualification requirements for joint ventures:
 - i) The qualifying criteria parameter e.g., experience, financial resources and the fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in Para 3.0 of ITB as qualification criteria.
 - ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
 - iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
 - iv) The Pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
 - v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
 - vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
 - vii) The JV Agreement must provide the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - viii) The contract agreement should be signed jointly by each Joint Venture Partners.
 - ix) An entity can be a partner in only one joint venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
 - x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

3. **QUALIFICATION OF THE TENDERER**

3.1 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their Bids: **(copies of all documentary evidences are to be duly authenticated by the tenderers/ constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)**

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder;
- b. Experience of having successfully executed similar works (such as providing hired vehicles or passenger vehicle) during last seven years.
- c. Experience in works of similar nature such as providing hired vehicles or passenger vehicle) and size for each of the last seven years, and details of work underway or contractually committed; and name and address of clients who may be contacted for further information on those contracts.
- d. Vehicles proposed to carry out the Contract.
- e. Evidence of adequacy of a minimum working capital (either 20% of the annualized value or the work or the estimated value of the work, whichever is less) for this contract in case of obtaining credit, the certificate from scheduled bank should be produced.
- f. Authority to seek references from the Bidder's bankers.
- g. The bidder shall attach such declaration in writing that "They have not been black listed by any of the CIL subsidiaries or Govt. Organizations during past five years."
- h. Permanent Income Tax Account No. (PAN).
- i. Two or three companies/ contractors participating in the bid as Joint Venture should submit Firm wise participation details Banker's name, execution of work with details of contribution of each and all other relevant details as required under Qualification Information.
- j. The Service tax registration certificate tour/ travel services or an undertaking that the same will be submitted before the award of work.

Note : The intending tenderer will have to submit a declaration in support of the authenticity of the Credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Annexure-A)

3.2 To qualify for award of the contract –

- a. The bidder must have in its name experience of having successfully executed works of similar nature (such as providing Hired Vehicle or passenger vehicles) valuing 65% of the annualized value of the work or the estimated value of the work whichever is less, put to tender in any year during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.
For substantiating past experience, the bidders should submit the work orders, certificate of actual works already executed and TDS certificates. In case of bidder running passenger vehicles on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles, duly certified by a Chartered Accountant along with audited Profit and Loss account and Balance Sheet in support of their similar work execution.
- b. The bidder must produce evidence of adequacy of minimum working capital (either 20% of the annualized value of this work or the estimated value of the work, whichever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.
- c. The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy the required vehicles with -Permit as per NIT either owned, hired or new purchased vehicles within 30 days from the date of Letter of Acceptance (LOA).

Similar nature Work – means providing of hired vehicles or passenger vehicle in Govt./ PSU organization or any reputed private organization.

OR

Any work of public conveyance on permit basis.

Note:(i) Financial turnover and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

- 3.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements.
- 3.4 Working experience of individual partners/directors will not be considered as the experience of the firm/company.

4. **ONE BID PER BIDDER**

Each Bidder shall submit only one Bid, either individually or as partner in a partnership firm or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. **SITE VISIT**

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for Works. The cost of visiting the Site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.

7. **CONTENTS OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause 9.

- a. Notice Inviting Tender
- b. Section 1: Instruction to Bidders
- c. Section 2: Forms of Bid and Qualification Information
- d. Section 3: Conditions of Contract
- e. Section 4: Forms of Securities and form of Article of Agreement
- f. Section 5: Scope of work/Bill of Quantities

8. **CLARIFICATION OF BIDDING DOCUMENTS**

A Prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

9. **AMMENDMENT OF BIDDING DOCUMENTS**

- 9.1. Before deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 9.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance clause 18 below.

10.0 **None**

11. **DOCUMENTS COMPRISING THE BID**

The Bid, comprising of two parts, will be submitted by the bidder as follows:

- a. Part I of the bid to be submitted in 1st inner sealed envelope comprising of
 - (i) Bid security/earnest money deposit through demand draft
 - (ii) Tender document cost through demand draft incase tender documents are downloaded from website.
 - (iii) Letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of Section 2
 - (iv) Qualification information as indicated in the Section 2 and the Documents as required in accordance with stipulations of Section 2 and any other materials require to be completed and submitted by bidder in accordance with these instructions.
 - (v) The original bid document issued to the bidder duly signed by the authorized signatory of the bidder on all pages as proof of accepting the conditions of the contract (excluding the price bid).
- b. Part II of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.
- c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.
- d. Failure to comply with any of the instruction/requirement will constitute submission of 'incomplete bid' and may entail disqualification of the tender (for further participation in the tender) without making any further reference and without assigning any reason whatsoever.

Note: All envelopes shall be properly sealed. Envelopes stapled will not be accepted.

12. **BID PRICES**

- 12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 12.3 All duties, taxes (**excluding Service Tax**), and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/ or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

Details of such duties, taxes, and other levies along with rates shall be declared by the bidders in their price-bid
- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

13. **CURRENCIES OF THE BID AND PAYMENT**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

14. **BID VALIDITY**

- 14.1 Bid shall remain valid for a period not less than 120 days (One hundred Twenty days) after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of extension and in accordance with Clause 15 in all respect.

15. **BID SECURITY/EARNEST MONEY**

- 15.1 The bidder shall furnish, as a part of his bid, Bid security/ Earnest Money (1% of the annualized estimated cost rounded off to nearest hundred rupees subject to maximum of Rs. 50 lakhs), as shown in the NIT. Demand Drafts will be acceptable as Bid Security/ Earnest Money drawn in favour of **CMPDI, REGIONAL INSTITUTE, BILASPUR** on any Scheduled Bank payable at its branch at **Bilaspur C.G.** only.
- 15.2 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Clause 15.1 above shall be rejected by the Employer as non-responsive.
- 15.3 The Bid Security /EMD of the unsuccessful Bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part –II (Price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid.
- 15.4 The Bid Security /EMD of the successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. It may also be adjusted towards payment of Performance Security/Security Deposit.
- 15.5 The Bid Security/earnest Money may be forfeited:
- a. if the bidder withdraws the Bid after Bid opening during the period of Bid validity; or
 - b. in the case of successful bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security / Security Deposit.
 - c. if the bidder does not accept the correction of the bid price pursuant to clause 25/26 of instructions to bidders.
- 15.6 The Bid Security/EMD deposited with the Employer will not carry any interest.

16. **FORMAT AND SIGNING OF BID**

The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instructions to bidders.

No additional terms/conditions other than prescribed in the tender documents will be entertained and conditional tender shall be rejected.

All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialed by the person or persons signing the Bid.

The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17. **SEALING AND MARKING OF BID**

The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner:

1st inner sealed envelope will be marked “**Part I – Bid for Hiring of 03 Nos of vehicles for Exploration camp Kudumkela**” comprising qualification information”, EMD/Bid security and tender document cost if applicable, Letter of Bid (Contractor's bid) and original bid documents duly signed on all pages.

2nd inner sealed envelope will be marked as “Part II – Price Bid for “Hiring of 03 Nos of vehicles for Exploration camp Kudumkela

Outer Sealed envelope will be marked as “Bidding Documents for “Hiring of 03 Nos of vehicles for Exploration camp Kudumkela.

The inner envelopes placed in outer envelope shall:

1. be addressed to the Employer at the following address:

**HOD (PMS),
CMPDI, RI-V,
S.E.C.L. Office Complex, Seepat Road,
Bilaspur-[C.G] -495006**

2. inner and outer envelopes will bear the following additional identification:

Bid for “Hiring of 03 Nos of vehicles for Exploration camp Kudumkela”

Bid Reference No: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 Dated: 16.11.2015

DO NOT OPEN BEFORE 3.30 PM ON 24.12.2015.

In addition to the identification required in Clause 17 the inner and outer envelope shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement and premature opening of the Bid.

18. DEADLINE FOR SUBMISSION OF BIDS

Bids shall be delivered to the Employer at the address specified above not later than 3.00 PM on 24.12.2015. In the event of specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS

Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. MODIFICATION AND WITHDRAWAL OF BIDS

Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL”, as appropriate.

No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid between the deadline for submission of Bids and expiration of the period of Bid validity specified in the Bidding Date or as extended pursuant to Sub-Clause 14.2 may result in forfeiture of the Bid Security pursuant to Clause 15.

21. BID OPENING

The Employer will open the Part –I of the bids, including modifications made pursuant to Clause 20; in the presence of bidders or their representatives who choose to attend at the time and in the place specified in Clause 18. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

The Part -II of the bids of the bidders, which are substantially responsive and confirms to the terms and condition, will be opened after evaluation of Part-I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an accepted notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

The Bidders’ names, the Bid Prices, the total amount of each Bid and any discount, Bid modifications and withdrawals, the presence or absence of Bid Security and such other details as the employer may consider appropriate, will be announced by the Employer at the opening.

22. PROCESS TO BE CONFIDENTIAL

Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decision may result in rejection of his bid.

The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after closure of negotiations is liable to debar him from participating in CMPDI tenders.

23. CLARIFICATION OF BIDS

No document presented by the Bidder after closing date and time of the bid will be taken into account by the Evaluation committee unless otherwise called for during technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- i. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:
 - a. meets the eligibility criteria defined in Clause 3;
 - b. has been properly signed;
 - c. is accompanied by the required securities; and
 - d. is substantially responsive to the requirements of the Bidding documents.
- ii. A substantially responsive Bid is one which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservation.
- iii. A material deviation or reservation is one:
 - a. which affects in any substantial way the scope, quality, or performance of the work;
 - b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer’s right or the Bidder’s obligation under the contract; or
 - c. whose rectification would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

- a. where there is discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.
- d. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

26. EVALUATION AND COMPARISON OF BIDS

The employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. Making any correction for errors pursuant to Clause 25.
- b. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the bidder shall not be taken in to account in Bid evaluation.

If the bid of the successful Bidder is seriously unbalanced to the estimate for the cost of the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all of the items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

27. AWARD CRITERIA

Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has determined to be:

- eligible in accordance with the provisions of Clause 2; and
- qualified in accordance with the provisions of Clause 3.

28. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 27, The Employer reserves the right to accept, negotiate or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- a. The Bidder, whose bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period through cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").
- b. The notification of award will constitute the formation of Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with clause 30.
- c. The Agreement will incorporate all documents related to agreement between the employer and the successful Bidder (ie NIT, Letter of acceptance, etc) within 28 days following the notification of award along with the letter of Acceptance.

30. PERFORMANCE SECURITY/SECURITY DEPOSIT

30.1 Security Deposit shall consist of two parts;

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

30.2. Performance Security should be 5% of annualized value of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below:

- A Bank Guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of CMPDI, Regional Institute, Bilaspur on any Schedule Bank payable at its Branch at Bilaspur.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the initial security deposit.

If the performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:-

- a. at bidder's option by a nationalized /Scheduled Indian Bank . or
- b. by a foreign bank located in India and acceptable to the employer,
- c. the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

30.3 The retention money i.e. 5% of the annualized value of contract will be deducted from the monthly running bills in 12 equal installments. Total initial security and retention money will not exceed 10% of the annualized value of contract amount.

30.4 5% Performance Security should be refunded within 60 days of the completion of the work. The date of the completion of the work will be certified by the designated Officer in charge/Engineer in charge.

30.5 The refund of security deposit- The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. On completion of the work and certified as such by the Engineer-in -charge, the security deposit, remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95% may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

31. PAYMENT OF MINIMUM WAGES

“Contractors are required to pay wages not less than minimum wages fixed by the Law of the Land.”

32. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Bilaspur Court only.

33. INSTRUCTIONS FOR BIDDERS SUBMITTING DOCUMENTS DOWNLOADED FROM WEBSITE:

The bidders are required to follow the procedure laid down below in case of submission of downloaded tender document.

- a. Cost of tender document is to be deposited by bank draft in favour of “**CMPDI, REGIONAL INSTITUTE, BILASPUR**” on any Scheduled Indian Bank, payable at its branch at Bilaspur (Chhattisgarh) and to be submitted with the undertaking (given in Annexure-B of tender document) in a separate envelope marked “ Cost of Tender Document and the Undertaking” along with Part-I.
- b. The bidders will be required to submit an undertaking(given in Annexure-B of tender document) that they will accept the tender documents as available in the website and their tender shall be rejected if any tempering in the tender document is found to be done at the time of opening of tender.
- c. 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.
- d. In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. No claim on this account will be entertained.

NOTE: Downloaded Tender document without cost of tender document shall be treated as **INVALID TENDER.**

PART-I (SECTION – 2)

CONTRACTOR'S BID

Sub: BID for the Work: Hiring of 03 Nos of vehicles for Exploration camp “Kudumkela”

To,

**The HOD (PMS),
RI-V, CMPDI
S.E.C.L. Complex,
Seepat Road, Bilaspur-[C.G]-495006**

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and instructions to Bidders amounting to **Rs 11,500.00 (in figures), Rupees Eleven thousand five hundred only** (in words) in the form as stipulated in the NIT (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

Yours faithfully,

Authorized Signature: _____

Name and Title of the Signatory: _____

Name of the Bidder: _____

Address: _____

Date: _____

Enclosed:

EMD of Rs.11, 500.00 vide _____

dt. _____

- i)
- ii)
- iii)
- iv)
- v)
- vi)

PART-II (SECTION – 2)

QUALIFICATION INFORMATION

(In sealed cover)

(The information to be submitted by the Bidders)

1. Bidders' Details

1.1 Constitution or Legal status of Bidder (attach copy if applicable)

Place of registration:_____

Principal Place of Business:_____

Power of Attorney of signatory to Bid:

Joint Venture must submit following Details:

Joint Venture Agreement:

Name & Address of all partners in Joint Venture

Lead partner:

Partner:

Partner:

1.2 Details of the turnover:

Annual Turnover Data (Similar work only)		
Year	Turnover in Rs.	Remarks
1.		
2.		
3.		

1.3 Details of experience for similar nature and complexity of work:

(Use a separate sheet for each contract)

1	Number of contract:
2.	Name of contract:
3.	Name of the employer:
4.	Employer's address:
5.	Nature of work and special features if any:
6	Contractor's role (check one) 1. Sole contractor 2. Partner in Joint venture
7.	Value of total contract:
8.	Date of award:
9.	Date of completion:

1.4 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the work cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

1.5 Details of the bankers:

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

1.6 Details of Vehicle to be used for the work:

A. Owned by the tenderer:

Sl. No.	Vehicle Type	Registration No.	Make and model
1.			
2.			
3.			
4.			
5.			

Or

B. Owned by others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed):

Sl. No.	Vehicle Type	Registration No.	Make and model
1.			
2.			
3.			
4.			
5.			

Or

C. Proposed to deploy new vehicles by the tenderer: An affidavit to be attached as per Annexure – A (Section 4)

2. **Permanent Income Tax Account No. (PAN):**

3. **DETAILS OF EARNEST MONEY/BID SECURITY**

Deposit of Earnest Money by:

Draft No.:

Drawn on:

Amount (Rs.):

4. **OTHER DETAILS:**

- Details of registration/ enlistment with Government/ PSUs / Subsidiaries of Coal India.
 - Certificate of registration as per requirements under Contract Labour Laws as may be applicable.
 - Certificate of registration with provident fund authorities.
5. Acceptance by the Tenderer of the conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance).

Signature of Tenderer

NOTE: Separate sheets may be attached to furnish details, if necessary.

SECTION-3

Conditions of Contract

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- (a) The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the CENTRA MINE PLANNING & DESIGN INSTITUTE Regional Institute-V, represented at the headquarter of the Company by the CMD/Director, CMPDI or his authorized representative ie HOD (Exploration), RI-V, CMPDI, Bilaspur or Officer specially deputed by him for this purpose.
- (b) The word “Principal Employer” wherever occurs, means authorized representative or any other officer specially deputed by the Company for the purpose.
- (c) The word “Contractor”/ “Contractors” wherever occurs means the successful Bidder/ Bidders who has/ have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of the tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- (d) The “Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.
- (e) “Accepting authority” shall mean the management of the company and includes an authorized person/officer of the company or any other person or body of persons empowered in this behalf by the company.
- (f) A “Day” shall mean a day of 24 hours.
- (g) Controlling officer/ designated Officer-in-charge will be clearly defined in the contract document. Controlling officer/ designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Controlling officer/ designated Officer-in-charge may further appoint his representatives i.e. another person and notify to the contractor who is directly responsible for the supervising the work being executed at the site, on his behalf under the Delegation of Powers of company. However, overall responsibility as far as the contract is concerned will be that of the Controlling officer/designated Officer-in-charge.
- (h) The ‘contract’ shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amount, schedule of work.
- (i) The “Works” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Controlling officer/ designated Officer-in-charge become necessary during the progress of the works.
- (j) “Schedule of Rates” referred to in these conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.
- (k) “Contract Price” shall mean
 - in the case of lump sum contracts, the total sum for which the tender is accepted by the company.
 - In case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various item shown in the Bill of quantities of the tender documents as accepted by the company with or without any alteration as the case may be.
- (l) “Written notice” shall mean a notice or the communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- i. Articles of Agreements,
- ii. Notice Inviting Tender,
- iii. Letter of Acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/ Tender document issued to the bidder,
- iv. Conditions of contract including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of Agreement,
- v. Scope of works/ Bills of quantities and
- vi. Finalized work programmed.
 - a. After acceptance of tender and on execution of contract/issue of work order to proceed with the work as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), . The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Area Security Officer/Chief Security Officer, his representatives or any other officials authorized by company for the purpose.
 - b. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- 3.1 In the event varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or omission there from, shall not violate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. Discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
 - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. SECURITY DEPOSIT:

- 4.1. Security Deposit shall consist of two parts;
 - a. Performance Security to be submitted at award of work and
 - b. Retention Money to be recovered from monthly running bills in 12 equal instalments.

The security deposit shall bear no interest.

- 4.2. Performance Security should be 5% of annualized value of the contract amount and should be submitted within 28 days of receipt of LOI by the successful bidders in any of the form given below:
 - A Bank Guarantee in the form given in the bid document.
 - Govt. Securities, FDR or any other form of deposit stipulated by the owner

- Demand Draft drawn in favour of “**CMPDI, REGIONAL INSTITUTE, BILASPUR**” on any Schedule Bank payable at its Branch at Bilaspur.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the Security Deposit.

If the performance security is provided by the successful bidders in the form of Bank Guarantee, it shall be issued either:-

- a. at Bidder's option by a nationalized /Scheduled Indian Bank . or
- b. by a foreign bank located in India and acceptable to the employer,
- c. the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

4.3 Retention Money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of the annualized value of contract amount or lesser sum indicated in the bid document.

4.4 5% Performance Security should be refunded within 60days of the completion of the work. The date of the completion of the work will be certified by the respective Controlling officer/ designated Officer-in-charge.

The refund of security deposit shall be subject to company's right to deduct it's dues against the contractor under this contract or any other contract. On successful completion of the work and certified as such by the, respective Controlling officer/ designated Officer-in-charge remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95% may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

5. **DEVIATIONS / VARIATIONS IN QUANTITIES**

Extend and Pricing: The quantities given in the “Schedule of Quantities” are provisional are meant to indicate the extent of the work and to provide uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract. The number of vehicles in the contract may vary $\pm 30\%$ with the approval of competent authority as a cushion to cover eventualities arising on the basis of requisition for which the contractor shall have no additional claim.

5.1 The company through its Controlling officer/ designated Officer-in-charge or his representative shall without radically changing the original scope and nature of the contracted work have power to make any alterations in or additions to or substitution of the original and instruction that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Head of the Department (Exploration), RI-V, CMPDI or his representative on behalf of the company. Such altered or additional work which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/ rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Head of the Department (Exploration), RI-V, CMPDI as follows.

- a. The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. The rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimate amount as per the tender documents, failing which
- c. The rates shall be derived from contractors rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Head of the Department (Exploration), RI-V, CMPDI as may be considered reasonable taking into account percentage of profit

and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tender, where two or more schedule of quantities for similar item description may form part of contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Head of the Department (Exploration), RI-V, CMPDI shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner, as he/she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

- 5.3 Alterations in the quantities shall not be considered as change in the conditions of the contract nor invalidate any of the provisions thereof provided that a supplementary work order or agreement for the item/ items involved will be necessary when the alterations involve one or more of the followings:
- i. An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
 - ii. More than 10% deviation from original awarded value should require approval of the next higher authority but total amount should be within the delegated power of the next higher authority.
- 5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Head of the Department (Exploration), RI-V, CMPDI. The company through its Head of the Department (Exploration), or his representative, on behalf of the company, shall have the power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Head of the Department (Exploration)). No claim for extra charges/ damages shall be made by the contractor on these grounds.
- 5.5 In the event of any deviation being ordered which in the opinion of the contractor, changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or substituted, and the dispute/ disagreement as to the nature of deviation or the rate/ rates to be paid shall be resolved separately with the company.
- 5.6 The re-appropriation/re-allocation of the quantities may be done by the Head of the Department (Exploration), within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.
- 6. TIME FOR COMPLETION OF CONTRACT – EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY :**
- Immediately after the contract is concluded the respective Controlling officer/ designated Officer-in-charge and the contractor shall agree upon time the order in which the work is proposed to be carried out within the time specified in the contract document. For the purpose of this time, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/ work order.
- 6.1 If the contractor without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.
- 6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time to complete the work or the extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under.

For vehicles hired on monthly basis:

- i. Any absenteeism of vehicle or driver or both with the permission of the user of the vehicle, and without any substitute vehicle, deduction of proportionate amount of rental charges for the period of absenteeism shall be made.

- ii. If the vehicle or Driver or both remains absent without permission of the user of the vehicle without suitable substitute vehicle, an amount Rs.1000=00 per day will be deducted as a penalty in addition to the proportionate deduction in rental charges for absenteeism.
- iii. The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

6.3 **Extension of date of completion:** On happening of any events causing delay as stated hereunder the contractor shall intimate immediately in writing the respective Controlling officer/ designated Officer-in-charge.

- i. Abnormally bad weather
- ii. Serious loss or damage by fire
- iii. Civil commotion, strikes or lockouts affecting any of the trades employed on the work
- iv. Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- v. Any other causes which, at the sole discretion of the company is beyond the control of the contractor

A “**Hindrance Register**” shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the respective Controlling officer/ designated Officer-in-charge.

6.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Company or both, i.e. Contractors & Company. The extension will have to be by party’s agreement, expressed or implied.

6.5 The bidding documents will clearly state that :

The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within 15 days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months if arising out of a Force Majeure, the contract may be terminated at the discretion of the company.

For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor bidder shall be liable to pay extra costs (like increases in rates, remobilization advance, idle charges for labour and vehicles etc.). Provided it is mutually established that the Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

7. QUALITY ASSURANCE:

The contractor shall carry out and the complete the work in every respect in accordance with the contract and shall ensure that work conforms strictly to the instructions of the HOD (Exploration), RI-V/ designated Officer-in-charge. HOD (Exploration), RI-V/ designated Officer-in-charge may issue from time to time further detail instructions/ directions in writing to the contractor. All such instructions/ directions shall be consistent with the contract documents and should be reasonably inferable there from along with clarifications/ explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT:

All items of work carried out by the contractor in accordance with the provisions of the contract having financial value shall be entered in the Log Book as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from. Measurement shall be entered in the log book jointly by the designated officer-in-charge.

In the event of failure on the part of contractor to countersign or to record objection within a week from the date of measurement, the measurement taken by the designated officer – in- charge shall be taken to be the correct measurement of the work done.

Payment on Account – The contractor shall submit interim bill/bills for the work carried out/ in accordance with the contract. The designated officer – in- charge shall then arrange for verification of the bill/bills with reference to the entries made in the log book or any other records relevant for the purpose.

On account shall be made on the designated officer – in- charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

Any certificate given by the designated officer – in- charge for the purpose of payment of interim bill/bills shall not by itself be conclusive evidence that any work/ materials to which it relates is/are in accordance with the contract and may be modified or corrected by the designated officer – in- charge by any subsequent certificate or by the final certificate.

The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

Up to 2% of the gross amount of each bill with surcharge applicable will be recovered on account of income tax (TDS) which would be paid to the Income Tax Authority as per rules.

The bills of contractor shall be accompanied by an attested copy of wages sheet with a certificate given on the wages sheet by authorized officials witnessing the payment of wages to labourers/ workmen engaged by the contractor for the subject work to the effect that the payment indicated in the prescribed column of the wages sheet has been disbursed to the labourers/workmen in their presence.

Payment to the contractor shall be released against the bill by the Finance Department after verifying the above documents.

9. TERMINATION, SUSPENSION, CANCELLATION & FORE CLOSURE OF CONTRACT:

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

- a. Makes default in proceeding with works with due diligence and continues to do so even after a notice in writing from designated officer – in- charge, then on the expiry of the period as specified in the notice

Or

- b. Commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the designated officer – in- charge, then on the expiry of the period as may be specified by the designated officer – in- charge in a notice in writing

Or

- c. Fails to complete the work or item of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the designated officer – in- charge in a notice in writing

Or

- d. Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company

Or

- e. Obtains a contract with the company as result of ring tendering or other non-bonafide method of competitive tendering

Or

- f. Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the designated officer – in- charge. The designated officer – in- charge may issue a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances:

- a. If the contractor being an individual in the case of proprietary concern or in the case of partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of contractor being a company, its affairs are under liquidation either by resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contractor, the controlling officer ie HOD (Exploration), shall have the powers

- a. To carry out the incomplete work by any means at the risk of the contractor.
- b. To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to do be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payment made till date and value of contractor's materials, plant, equipment, etc. taken possession of after cancellation.
- c. To recover the amount determined as above, if any, from any money due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

9.3 Suspension of work: The company shall have power to suspend the progress of the work, any part thereof and HOD (Exploration), may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of the safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

9.5 Foreclosure of contract in full or in part: If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, the company, through its HOD (Exploration), shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the contractor at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The contractor shall, if required by the HOD (Exploration), to him the books of accounts, papers, and relevant documents as may be necessary to enable HOD (Exploration), to assess the amount payable.

The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

- 9.5 The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract on account of default on the part of the contractor, as narrated herein before, the security deposit and other dues of this work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

10. COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the contractor to the concerned designated officer – in- charge. Completion Certificate shall be issued by the designated officer – in- charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserves the right to let the other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skillful and orderly men to do the work HOD (Exploration) / designated officer – in- charge shall have the right to ask the contractor/contractors to remove from the worksite any man of the contractor/ contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of the persons (including employees) and property. The safety required recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar law in force, and shall indemnify the company against any claim on this account.
- iv. The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provision of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Government of India.
- v. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statues and orders and regulations applicable to his/their work.
- vi. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.
- vii. The contractor/contractors shall furnish to the HOD (Exploration)/ designated officer – in- charge or their authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- viii. All duties, taxes (**excluding Service Tax**) and levies payable by the Contractor under the contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
- ix. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/ or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
- x. The company reserves the right to deduct/withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory

authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

- xi. In case of increase in the Sales Tax Deduction at source, the Contractor shall be entitled to be reimbursed to the increased of amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf but limited to the actuals paid by the contractor.

In case of any decrease or remission on the rate of Sales Tax Deductions at source, the company shall be entitled to the amount consequent on decrease/ remission of Sales Tax. The Company shall be entitled to recover such amount from the amount due to the Contractor.

- xii. The Company reserves the right to deduct/ withhold any amount towards taxes/statutory levies, as may be required under the Statute or in terms of direction from any Authority from the amount as directed with the appropriate Authority and the Company shall only provide with certificate towards deduction and shall not be responsible for any reason whatsoever.
- xiii. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labour required for the contract to the entire satisfaction of the company.
- xiv. The work shall not be sublet to any other party, unless approved by HOD (Exploration)/ designated officer – in- charge in writing.
- xv. The contractor/contractors shall not pay less than the minimum wages to the labours engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor/contractors shall make necessary payments of the Provident Fund for the workman employed by him/them for the work as per the laws prevailing under provisions of CMPF and Allied Scheme or Miscellaneous Provisions Act 1948 or Employees Provident Fund Act and Miscellaneous Provisions Act 1952 as the case may be.
- xvi. All accounts shall be maintained in English and the company shall have the right to access and inspection of all such books of accounts etc. relating to payment of labour considered necessary and the company may arrange for witnessing the payment to the labour by its representatives.
- xvii. Insurance – The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reason whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/ damage to the work so that on completion, the work shall be in good order and condition in conformity with the requirements of the contract and the instructions of the HOD (Exploration)/ designated officer – in- charge, if any .
 - a. The contractor shall at all time during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen’s Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen’s Compensation Act or under any other law relating thereto.
 - b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
 - c. In the event of contractor’s failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

12. SETTLEMENT OF DISPUTES:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the dispute at company level.

The contractor should make request in writing to the Regional Director for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim, failing which no disputes/claims of the contractor shall be entertained by the company.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with, as per the Guidelines issued by the Ministry of Finance, Government of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

SPECIAL TERMS AND CONDITIONS **OF THE CONTRACT**

1. Description of the vehicle :

- a. Type of vehicle: Diesel Driven Jeep
- b. Make. : Bolero /Scorpio/ Sumo
- c. Year of manufacturing: 2013 and after.
- d. Construction : Covered.
- e. No. of seats : 6 (5+1) seats (minimum)
- f. Category of vehicle: Commercial /Having taxi permit

NOTE: Higher models of the vehicle may be preferred against same quoted rate.

2. Engagement/ Deployment: The vehicle will be under the control of OIC (OFFICER IN CHARGE), Exploration Camp, Kudumkela under CMPDI RI-V, on 24 hours in possession for office use to visit different Exploration camps, CMPDI, RI-V, Bilaspur, Mines of SECL command areas, etc, to travel anywhere in Chhattisgarh and Madhya Pradesh as per our requirement, including Sundays and Holidays and have to be stationed at Exploration Camp Kudumkela or at any place as deemed fit by the OIC.

3. Provision of Driver:

The contractor will provide the vehicle(s) along with drivers possessing a valid driving license. The driver should be experienced, skilled, literate, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. The driver shall report to duty as per the requirements of the Company. The contractor has to follow the labour laws / relevant laws, in regard to weekly off, wages, etc. to the Driver. The drivers shall be provided, an identity card, uniform adequate money to meet the expenses during the period of journey, by the contractor. Also it is the responsibility of the contractor to provide required accommodation, etc to the driver if necessary.

4. Maintenance /Repair of vehicle : The contractor shall at his own cost, arrange for all materials, spare stools, tackles etc. and regular checking / maintenance / repair of the vehicle and keep it in good and safe condition at all time. Proper record of such maintenance shall be registered in a Log book.

- 4.1 Proper Log book shall be maintained regarding odometer readings, in& out time, mileage, diesel consumption etc. and duly signed by the controlling authority ie Engineer in charge/ Officer in charge.

5. Possession of the vehicle(s):

The vehicle(s) and driver(s) shall be exclusively placed under the control of the Company and/or its authorised representative and it shall not be moved elsewhere without permission.

5.1 Replacement of vehicle(s):

The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:

- I. In case the contractor is a Travel Agency: the contractor may deploy any other vehicle/s of same class owned by him subsequently or hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle/s
- II. In case the contractor is Owner of Vehicle: the contractor may deploy any other vehicle/s of same class owned by him subsequently of the same or lower age than the originally offered vehicle/s.

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.

- 5.2 In case of breakdown: The party shall provide replacement vehicle(s) immediately after receiving information of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings. It shall be binding for the contractor to provide substitute vehicle of equivalent capacity in the good condition for the break down period which should also be having requisite documents, however CMPDI reserve the right to deploy vehicle from the market on the failure of the contractor to provide vehicle at the risk and cost of the contractor.

- 6 Penalty: In case the contractor fails to provide a vehicle for a particular period/s, he/they will not get the hiring charges for that period and an amount equal to the above will be deducted as penalty from his bill for the period of absence from duties.

OR

In the event of the party failing to provide the vehicle in time and Company going in for hiring of another vehicle(s) from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the party under the hiring contract, will be deducted from the bill(s) submitted by the party.

- 6.1 The party may also be penalized by way of making recovery from their bills the amount of monetary loss estimated to have been incurred in respect of hindrance caused to the Company's work, due to non-availability of the vehicle(s) to be provided by the party under contract.
- 6.2 During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case.
- 6.3 If the company suffers any loss on account of damage to its property, due to any failure on the part of the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractors bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

- 7 Compensation, in case of accident :

The Company shall not be responsible for payment of any claim or compensation of any kind to the Party, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful act of the driver and due to fitness of the vehicles. The party shall be exclusively responsible for such payments of compensation, if any.

- 8 Compliance with statutory provisions :

- 8.1 The contractor shall familiarized himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/state Govt. /Central Govt. /RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these account and the contractor shall fully indemnify the company against any clam/dispute/reference Award, etc. arising out of the same.

9 Payments & Reimbursement

- 9.1** Entry / Border Tax/Temp Permit/Toll tax /Parking charges if any, when the vehicle goes to out of station for official work will be reimbursed by CMPDI subject to the production of documentary evidence, duly sign by controlling authority.
- 9.2** The bidder has to submit the evidence of registration in respect of Service Tax Reimbursement asset actual, shall be made by CMPDI, against the proof of submission of payment of the same to the appropriate authority by the bidder.
- 9.3** Night Halting charges: in case of staying out of station in the night for company's official work, it shall be paid by the company limited to Rs.150.00 per night.
- 9.4** Diesel & Engine Oil Consumption:
HSD and engine oil will be issued from camp stores as per actual consumption limited to @ 10 km per liter HSD & 1 liter engine oil per 500 kms run of vehicle.
- 9.5** Under any circumstances if the fuel consumption average of the vehicle as per above, no claim, by the party on this account, shall be entertained.
- 9.6** Repair and maintenance of vehicle will be contractor's responsibility.
- 10.** Statutory Deduction: All statutory deductions shall be made from the party's bill at the rates as applicable from time to time.
- 11.** Validity of Contract: The contract initially will be valid for a period of one month with effect from the date of award of LOA/Work Order. On successful and satisfactory completion of one month of the services provided by the party, the vehicle hiring period will be extended as per Company's requirements, subjected to a maximum of Two years from the date of award of work order.
- 12.** Termination of Contract: In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month advance notice.
- 13.** Liability of the Company :
- 13.1** In no case CMPDI shall be liable to any other charges or expenses other than the hiring charges, providing diesel and engine oil and Entry / Border Tax/Temp permit/Toll Tax as specified above vide sl. no. 9.1,9.2,9.3 and 9.4 respectively.
- 13.2** The Company, in no way, shall be liable for safety and loss of vehicle(s).
- 14.** Agreement: The party will have to enter into an Agreement with CMPDI on a non-judicial paper of Rs. 250/- (Rupees two hundred fifty only) after successful and satisfactory completion of initial one month of contract period.
- 15.** Deployment / providing of hired vehicle: A minimum of one month time will be given to successful tenderer to provide / deploy hired vehicles after the receipt of LOA/Work Order; however the date of commencement shall be reckoned from one month of issue of work order or the date of execution of agreement, whichever is later.

SECTION- 4

(Forms of Securities & Article of Agreement)

Annexure-A

(Ref. Clause-3.3 of ITB)

AFFIDAVIT.

(to be submitted in a non-judicial stamp paper of Rs.10/-)

I,, (Whether, Proprietor/Partner/Legal attorney/ Accredited Representative) of M/s, solemnly declare that ;

1. We are submitting Tender for the Work against Tender Notice No..... dated.....
2. None of the partners of our firm is relative of employee of Central Mine Planning & Design Institute.
3. I/we undertake to deploy 03 Nos of 5+ 1 (minimum) seater vehicles of model 2013 or onwards for this work either owned, hired or new purchased as per NIT.
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
6. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us , including termination of the contract, forfeiture of all dues including Earnest Money an banning/ delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Dated.....

Seal of Notary.

Note: This affidavit is to be given in a non-judicial stamp paper of Rs.10/- only.

CENTRA MINE PLANNING & DESIGN INSTITUTE (RI-V)

PROFORMA FOR EXECUTION OF AGREEMENT.

NON –JUDICIAL STAMP PAPER.

This agreement is made on Day of between CENTRA MINE PLANNING & DESIGN INSTITUTE, Regional Institute – V, (Name of Company) having its registered office at S.E.C.L. complex, Seepat Road, Bilaspur (CG), (hereinafter called the ‘COMPANY’ which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and..... (Name & address of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (Herein after 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 providing 03 Nos of vehicle for use of RI-V, CMPDI’s Exploration Camp Kudumkela as per NIT and BOQ/Price Bid) and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs 11,500.00 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 annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Notice Inviting Tender (Page ... to ...)
 - ii) Annexure-B Detailed Tender Notice (Page To)
 - iii) Annexure-C Tender Evaluation and Bid Assessment
 - iv) Annexure-D Tender Memorandum
 - v) Schedule –A General terms & conditions. Special conditions and General technical specification
(Page To ...)
 - vi) Schedule - B The probable Quantities and Amount (Page ... to ...)
 - vii) Schedule-C Negotiation letters –
 - viii) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)

- 3) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of demand Draft / Certified Cheques / B.G./other form (details to be furnished).
- 4) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Monet (2nd part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender / contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. 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

(Name of Company) in presence of –

1. Name : Signature
2. Address:

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY
OF THE CONTRACT

(On Non Judicial stamp paper worth Rs. 250.00)

To.....

.....

Re: Bank Guarantee in respect of Contract No..... Dated..... Between
..... (name of the company) and (name of the Contractor)

M/s. (Name and address of the Contractor) (hereinafter called “the Contractor” with M/S.
..... (name of the Company) (hereinafter called “the Company”) to execute (name of the
contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalized bank for a sum of
Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

The (Name of the Bank) having its Office at..... has at the request of the Contractor agreed to
give the Guarantor hereinafter contained.

We, the Bank (hereinafter called “the Bank” do hereby unconditionally agreed with the Company
that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract
or shall commit any breach of its obligation there-under, the Bank shall on demand and without any objection
or demur to pay to the company the said sum of Rs..... or such portion as shall then remain due with
interest without requiring the Company to have recourse to any legal remedy that may be available to it to
compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as
regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold
payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the
amount or that any arbitration proceeding or legal proceeding is pending between the company and the
Contractor regarding the claim.

We, the Bank further agree that the Guarantee shall come into force from the date hereof and
shall remain in force and effect till the period that will be taken for the performance of the said Contract which
is likely to be Day of but if the period of Contract is extended either pursuant to the
provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall
renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of
Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and
as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri.....Who has signed it on behalf of the Bank has authority to do so.

We, the said Bank further agree that the Guarantee shall be operative at our

Branch located at Bilaspur / Kolkata (Name and address of Branch located at Bilaspur(C.G) / Kolkata (when the issuing Bank has no branch at Bilaspur)).

Dated., this Day of

Signature of the authorized person

For and on behalf of the Bank

Place

Under jurisdiction of Bilaspur court only.



CENTRAL MINE PLANNING & DESIGN INSTITUTE (RI-V).

(A subsidiary of Coal India Limited.)

PURCHASE & MANAGEMENT SYSTEM DEPARTMENT

SECL COMPLEX, SEEPAT ROAD, BILASPUR (Chhattisgarh) Pin: 495006.

TENDER DOCUMENT

(Section: 5)

PART - II **(PRICE BID)**

NIT NO: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 **Dated:** 16.11.2015.

NAME OF WORK:

Hiring of 03 (Three) Nos. of diesel driven Vehicles of commercial category – Bolero /Scorpio/ Sumo having seating capacity of 6 (5+1) or more and manufactured not prior to the year 2013 for a period of 24 months on 24 hours daily duty basis, and to be stationed at Exploration Camp, Kudumkela , Post: Kudumkela, Teh: Ghargoda, Dist: Raigarh (CG)- 496112 under RI-V, CMPDI, Bilaspur for office use to travel anywhere in entire Chhattisgarh and Madhya Pradesh as per our requirement.

Containing pages 40 to 43



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A Mini Ratna
and ISO 9001
Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लि.

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी/भारत सरकार का एक लोक उपक्रम
क्षेत्रीय संस्थान, 5-एसईसीएल कॉम्प्लेक्स, सीपत रोड, बिलासपुर 495006 (छ.ग)

Central Mine Planning & Design Institute Limited

A Subsidiary of Coal India Ltd/ A Govt. of India Public sector Undertaking

CIN: U14292JH1975GO1001223

RI-V, SECL Complex, Seepat Road, Bilaspur (CG)- 495006

ई-मेल / e-mail: ri5@cmpdi.co.in / cmpdi5@rediffmail.com



Tel: 07752-246481-492

Fax: 07752-246481

(Part-II contains total pages)

PART – II (Price Bid)

(To be submitted in sealed cover)

1. NIT No: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 **Dated: 16.11.2015**
2. Name & Address of Tenderer:
3. Ownership status to Tenderer :
4. Name of Person/Official (with – :
designation) authorized to
submit price bid
5. Amount of Earnest Money Deposit: As per NIT
(@ 1% of the annualized value)
6. Date of Opening of Tender : As per NIT
(as per tender notice)

(Signature of Tenderer with seal)

Date.....



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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लि.

कोल इंडिया लिमिटेड की अनुषंगी कम्पनी/भारत सरकार का एक लोक उपक्रम
क्षेत्रीय संस्थान, 5-एसईसीएल कॉम्प्लेक्स, सीपत रोड, बिलासपुर 495006 (छ.ग.)

Central Mine Planning & Design Institute Limited

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RI-V, SECL Complex, Seepat Road, Bilaspur (CG)- 495006

ई-मेल / e-mail: ri5@cmpdi.co.in / cmpdi5@rediffmail.com



Tel: 07752-246481-492

Fax: 07752-246481

NIT NO: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 Dated: 16.11.2015

INSTRUCTION TO BIDDERS FOR QUOTING THE RATES

1. Rates are to be quoted in words as well as in figures.
2. It is to be noted that any correction should be avoided, whether type written or hand written.
3. Corrections where unavoidable, shall be made by crossing out & rewriting, attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender.
4. The quoted rates should be inclusive of all applicable Taxes and expenses, but excluding Service Tax. Service Tax shall be paid separately as per rules.
5. Item rate should be quoted against individual item should be type or hand written both in figures and words in Bill of Quantities enclosed.

.....



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NIT NO: RV/PMS/Hiring of vehicle/08/Kudumkela /15-16/391 **Dated: 16.11.2015**

BILL OF QUANTITY / PRICE BID

(Part II to be submitted in separate sealed envelope)

Monthly Rental Charges: Hiring of 03 Nos of vehicles, year of manufacture from 2013 onwards on monthly rental basis for Exploration Kudumkela of RI-V, CMPDI Bilaspur for a period of 02 years (24 months) as detailed below

Particulars / Item	Rate/month/ Vehicle in Rs
Monthly rental charges per vehicle inclusive of all expenses and Taxes, (Excluding Service Tax) Duties, Levies, repair, maintenance etc and deployment of drivers for 24 hrs per day excluding fuel (Diesel) charges..	
Total amount for 03 Nos. Vehicle for 24 months Rs.....x 3 x 24 = Rs..... (Rupees _____ only)	

1. Fuel Efficiency: @ 10 Kms Liter of Diesel
2. Engine Oil Consumption: @ 1 liter for 500 kms run of vehicle
3. HSD and engine oil will be issued from camp stores as per actual consumption limited to @ 10 km per liter HSD & 1 liter engine oil per 500 kms run of vehicle.
4. Reimbursement of Toll-Tax, Entry Tax, Parking expenses shall be done as per actual, subject to production of money receipt.
5. The quoted rates should be inclusive of all applicable Taxes and expenses, but excluding Service Tax and Diesel cost. Service Tax shall be paid separately as per prevailing rules.
6. Night allowance as applicable will be paid @ 150.00 per night stay in case of outside visits.

(Signature of Bidder with Seal)