



NIT No. : CMPDI/TENDER/GM(E&M)/2015-16/ 06

Date 11.01.2016

OFFICE OF THE GENERAL MANAGER (E&M), CMPDI (HQ), RANCHI

इ-निविदा सूचना e-TENDER NOTICE

FOR HIRING OF VEHICLES

1.0 PREAMBLE

Central Mine Planning and Design Institute Limited (CMPDI), a subsidiary of Coal India Limited which is a Public Sector Undertaking under the Ministry of Coal, GoI, intends to hire light vehicles from the eligible bidders on "As and When Required" basis.

2.0 DESCRIPTION OF WORK

Tenders are invited on-line on the website <https://mcltenders.gov.in> from the eligible interested bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of Work	Work Value (Rs.)	Earnest Money (Rs.)
Hiring commercial vehicles on "As and When Required" basis for use of Central Mine Planning and Design Institute Limited (CMPDI), Ranchi, for a period of one year extendable up to another three months.	15,00,000.00 (However the value may be considerably less or more depending on the requirement of 'as & when required vehicles' during the year.)	15,000.00

3.0 TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	As mentioned in the website	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Last date of receipt of EMD		
i.	Technical Bid Opening date		

If the tender is not opened on the mentioned date due to unforeseen circumstances, then it will be opened on the next working day at the same opening time.

4.0 DEPOSIT OF EMD

4.1 Earnest Money of Rs.15,000/- (Rs. Fifteen Thousand only) can be deposited online on e-Procurement portal of MCL by following mode:

- (a) Online fund transfer from Axis Bank.
- (b) NEFT from any Scheduled Bank.

{EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. EMD payment through NEFT mode should be made well ahead of the time to ensure that the EMD amount is transferred to MCL account (Pool Account) before bid submission}

4.2 In case of on-line payment of EMD, the bid submission can only be submitted when the EMD is received by MCL (Pool Account).

4.3 All the provisions, instructions and terms & conditions mentioned in this tender document shall be binding on the bidders. In case the lowest bidders, duly approved by the competent authority, refuse to sign the agreement with CMPDI under the Terms & Conditions of this contract (as per Format of Annexure – IV), the EMD shall be forfeited.

4.4 You are requested to go through about the treatment of EMD, which is described in Clause Nos. 11.0, 12.0 & 13.0.

You are also advised to see that the tender is filled and submitted after full consideration and understanding of the work envisaged under this contract.

5.0 CLARIFICATION OF BID

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.

For any clarifications off-line, General Manager (E&M), 2nd Floor, CMPDI, Ranchi (Phone No. 91-651-2230876 , Fax No. 91-651-2230127) may be contacted.

6.0 ELIGIBLE BIDDERS

The invitation for bid is open to all bidders including an Individual, Travel Agency, Proprietor of a Proprietorship Firm, Partnership Firm, Company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No. 7.0 below of the NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. DSC holder may be either bidder himself or his duly authorised person.

[Partnership Firm - Should have Partnership Deed.

Company - Should possess the Memorandum and Article of Association.

Joint Venture (JV) - Two or three companies/contractors may participate in the tender as JV. Joint Ventures must comply the following requirements:

- i)** The JV Agreement must include the relationship between JV 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 JV. 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.

- ii)** 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 a Power of Attorney signed by legally authorized signatories of all the partners.

iii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV and the entire execution of the contract shall be done with active participation of the Lead Partner.

iv) The contract agreement should be signed jointly by each JV Partners.

v) An entity can be a partner in only one JV. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

vi) The formation of JV or change in the JV character/partners after submission of the bid and any change in the bidding regarding JV will not be permitted.]

7.0 ELIGIBILITY CRITERIA

7.1 The bidders should EITHER own, in their own name or in the name of entity bidding for this contract, at least two vehicles of any type (Tata Indica, Mahendra Bolero, Tata Sumo, Tata Indigo, Scorpio, Swift Dezire, Toyota Innova or Honda City) for submitting their quotation OR if the bidders wish to offer vehicles of other owners, copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring, should be enclosed at least for two nos. of vehicles of any type (Tata Indica, Mahendra Bolero, Tata Sumo, Tata Indigo, Scorpio, Swift Dezire, Toyota Innova or Honda City).

7.2 The criteria for acceptance of vehicles on hiring shall be as under:

- a) Vehicles should be registered as commercial vehicle.
- b) The year of manufacture & registration should not be older than year 2011.
- c) The owner/agency/entity of the vehicles should be registered for deployment of their vehicles for commercial purpose by the appropriate registering authority.
- d) The owner/agency/entity should have service tax registration and PAN Number.
- e) The owner/agency/entity should follow all the statutory provisions as per DTO and other agencies involved for the purpose.

7.3 In respect of the above eligibility criteria the bidders are required to give Confirmation on-line in the form of **Yes/No** regarding following:

- Status of the bidder i.e. either an Individual, Travel Agency, Proprietor of a Proprietorship Firm, Partnership Firm, Company or a Joint Venture.

- Possessing of a valid PAN card issued by Income Tax Department of GoI.
- Possessing of valid Service Tax Registration certificate for the type of Bidder issued by appropriate Govt. authority or exempted from Service Tax Registration.
- If the Digital Signature Certificate (DSC) holder who is bidding on-line in this tender is the Bidder himself or possess the authorization from the Bidder to bid on behalf of the Bidder.
- Possessing of Owner Book for at least two nos. of vehicles of any type (Tata Indica, Mahendra Bolero, Tata Sumo, Tata Indigo, Scorpio, Swift Dezire, Toyota Innova or Honda City)

OR

- If the bidders wish to offer vehicles of other owners, possessing of copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring and Owner Book for at least two nos. of vehicles of any type (Tata Indica, Mahendra Bolero, Tata Sumo, Tata Indigo, Scorpio, Swift Dezire, Toyota Innova or Honda City)
- The year of manufacture & registration for the offered vehicles are not older than year 2011.
- Possessing of Commercial tax clearance (for the offered vehicles)
- Possessing of Valid third party insurance (for the offered vehicles)

7.4 The L-1 bidders will have to submit on-line, within the prescribed time, copies of the documents of Clause Nos. 7.3 and as described in Clause No. 8.12 below, failing which his bid shall be cancelled and EMD shall be forfeited. Before submitting, these documents should be self-certified & attested by Notary Public.

8.0 SUBMISSION OF BID

8.1 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of MCL (<https://mcltenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a partnership firm/Joint

venture/Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

8.2 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

8.3 **Letter of Bid (LoB) :** The format of Letter of Bid (Annexure - I) will be downloaded by the bidder and will be printed on Bidder's letter head. The scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format (Annexure - I) downloaded from website and it should not contain any other information.

The Letter of Bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If the Bidder himself is the DSC holder bidding on-line then no further document is required. However, if the DSC holder is bidding online on behalf of the Bidder, then the scanned copy of authorization, duly notarized on a non-judicial stamp paper of minimum Rs.10/- as per format given in Annexure – II of the NIT shall be uploaded along with this Letter of Bid on second page.

(Note: If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.)

8.4 **Price bid:** The Price bid containing the Bill of Quantity (BoQ) will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates **for all or some** of the tendered vehicles (items). Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II.

(Note: Before quoting rates, bidders are requested to carefully go through the 'Clause No. 18.0 – Schedule of Rates' of the NIT so as to properly decide the rate fillings. Format for Price Bid is also given in Annexure – V of NIT)

The Price-bid of the tenderers will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

- 8.5** All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.
- 8.6** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- 8.7** After receipt of EMD as stated in Clause No. 4.0, the Techno-commercial bid will be decrypted and opened online, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dashboard under "Bid Opening (Live)" link. Thereafter, the Techno-commercial bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with GTE (General Terms & Conditions) based on Clause No.7.3 above. This on-line evaluation will be validated by CMPDI.
- 8.8** After evaluation of Techno-commercial bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.
- 8.9** The Price-bid of the successful bidders (qualified in Techno-commercial bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dashboard under "Bid Opening (Live)" link. **However at this point of time, L-1 will not be decided for all the items due to three**

different sub-rates in some items. CMPDI will determine L-1 for such items manually based on the data available in the BOQs uploaded by the bidders, and based on criteria laid down at clause No. 8.10 below and re-upload the information regarding the status of their financial bid, ranking of bidders for each item and item(s) allocated to individual bidder on website based on L-1 rate.

8.10 The Tender Committee will decide the allocation of the tendered items for hiring of different vehicles on 'as & when required' basis, strictly in terms of the price bid ranking of eligible bidders in the following manner manually :

"The evaluation for the financial bid will be made for each type of vehicle. The financial evaluation & award of the tenders will be on the basis of the lowest hiring rate for each type of vehicle quoted by eligible bidders. However, for those items having three different sub-rates and if the lowest hiring rate thus quoted is identical in case of more than one bidder then the contract will be awarded to the bidder who has quoted the **lowest simple average per km rate** for the vehicles beyond the specified km. If this is also identical, then the contract will be awarded to bidder who has quoted the **lowest simple average per hour rate** for the vehicles beyond the specified hours of duty."

8.11 After determining & uploading (during financial evaluation) the L-1 status as per Clause No. 8.10 above, the list of documents required to be submitted by L-1 bidder(s) as enlisted in the Clause No. 8.12 of the NIT, will be specified on-line by Evaluator, indicating the start date and end date, allowing 7 days (7 x 24 hours) time for on-line submission by the bidder(s). The L-1 bidder(s) will get this information on their personalized dashboard under "Upload Confirmatory Document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidders' responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of Price-bid. No separate communication will be initiated in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The L-1 bidder(s) will be required to upload the scanned copies of all the documents (self-certified & attested by Notary Public) as specified under Clause No. 8.12 of the NIT within the specified period of 7 days. No physical/Hard Copy of documents will be accepted.

8.12 Check list of documents to be uploaded by the L-1 Bidder(s)

Sl. No.	Eligibility Criteria	Scanned copy of documents, self-certified & attested by Notary Public, to be uploaded by L-1 bidder(s) in support of information/declaration furnished online by the bidders against eligibility criteria (Confirmatory Document)
1.	Legal Status of the bidder (Ref. Clause No.6.0 of NIT)	Any one of the following document: (i) Affidavit or any other document to prove individual / proprietorship status of the bidder. (ii) Partnership deed containing name of partners. (iii) Memorandum & Article of Association with certificate of incorporation containing name of bidder. (iv) Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
2.	Documents related to Bidder (Ref. Clause No.6.0 & 7.0 of NIT)	(i) Certificate of Service Tax Registration for the type of Bidder issued by appropriate Govt. authority or exempted from Service Tax Registration (ii) PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each individual partner of JV)
3.	Documents related to Vehicles (Ref. Clause No.7.0 of NIT)	(i) Owner Book of Vehicles (at least for two nos. of vehicles of any type described at Clause No. 7.1 above) OR If the bidders wish to offer vehicles of other owners, copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring and Owner Book should be enclosed (at least for two nos. of vehicles of any type described at Clause No. 7.1 above) (ii) Commercial tax clearance (for the offered vehicles) (iii) Valid third party insurance (for the offered vehicles) The year of manufacture & registration for the offered vehicles should not be older than year 2011.
4.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then authorization, duly notarized on a non-judicial stamp paper of minimum Rs.10/- as per format given in Annexure – II of the NIT.
5.	An Affidavit on a non-judicial stamp paper of minimum value of Rs.10/- regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure-III.	
6.	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant document(s) to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.	

8.13 The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder(s) online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder(s) then the bidder(s) will be considered eligible for award of contract.

8.14 In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Evaluator clearly indicating the

omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 X 24 hours) time for online re-submission by L-1 bidder(s). The L-1 bidder(s) will get this information on their personalized dashboard under “Upload Confirmatory Document” link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be initiated in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the desired documents (as per Clause No. 8.12 above) within the specified period of 7 days. After that, no additional time will be allowed to the bidder for on-line submission of documents.

8.15 The tender will be evaluated only on the basis of documents uploaded by L-1 bidder(s) online. Following treatment will be carried out:

8.15.1 In case the L-1 bidder(s) submits requisite documents online as per NIT, then the bidder will be considered eligible for award of contract.

8.15.2 In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by the bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done (with the same or different types of vehicles). In this re-tender, offer from this bidder will not be accepted.

The Penal action of debarring the bidder in re-tender will be restricted to first re-tender only. If the first re-tender is not finalized and there is second time re-tender, then this penal action will not be applicable.

8.15.3 If the L-1 bidder fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDI and re-tender will be done.

8.15.4 It is responsibility of L-1 bidder(s) to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

{The Penal action against clause (8.15.2) and (8.15.3) above will be enforced from the date of issue of such order}

8.16 Negotiations: Negotiations will be held only if the lowest rates received is/are not reasonable and the decision of CMPDI regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L-1) without post tender negotiations if the rates are reasonable. However, if rates are not reasonable, negotiations with L-1 only may be undertaken to arrive at a reasonable rate.

8.17 Acceptance of tendered rates and final award will be communicated on their personalized dash-board on-line and also by Letter (Registered/Speed Post/Fax). Thereafter the selected bidder(s) is(are) required to fill & submit Contract Agreement as per Annexure - IV within 7 days. In the event of failure on the part of the successful bidder(s) to comply with the said stipulation and signing the agreement as per Annexure - IV within one week, the EMD of the successful bidder(s) shall be liable to be forfeited. After this formality, Work Order/Letter of Acceptance (LOA) will be issued by CMPDI.

8.18 Counter Offer to successful bidders other than L-1

8.18.1 The process of Counter Offer will be done in off-line mode.

8.18.2 CMPDI will counter-offer the accepted L-1 rate to the rest successful bidders (other than lowest bidder) to supply vehicles as & when required at L-1 rate and empanel maximum up-to two more bidders in order of rate quoted (i.e. L-2 and L-3 bidders) for hiring purpose, if agreed by them in writing. After acceptance of counter offer (L-1 Rate) by other bidders (other than L-1), they will be asked to submit, within 7 days, hard copies of the required documents, as specified in Clause No.8.12 to confirm their eligibility. Those who have already uploaded the desired documents (after becoming L-1 for some items) they need not submit the documents again.

8.18.3 The selected bidders for empanelment are also required to fill & submit Contract Agreement as per Annexure - IV within 7 days. In the event of failure on the part of these bidders to comply with the said stipulation and signing the agreement as per Annexure - IV within one week, the EMD of these bidder(s) shall be liable to be forfeited. After this formality, Empanelment Letter will be issued by CMPDI.

8.18.4 However, even the empanelment of two more bidders (at L-1 rate) other than L-1 bidder has been done, the first lowest bidder shall always be preferred in each

case and the next empanelled bidder will be offered only if circumstance arises when the lowest bidder is not in a position to supply vehicles as demanded by CMPDI at any particular time. In this regard telephonic clarification will suffice.

8.19 CMPDI does not bind itself to accept the lowest tender and reserves the right to accept or reject any or all the tenders/offers without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

9.0 VALIDITY OF OFFER

The offer shall remain valid for a period of not less than seventy five (75) days from the last date of submission.

10.0 ONE BID PER BIDDER

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

11.0 REFUND OF EMD

- a.** If EMD is paid by the bidder in online mode (Direct Debit/NEFT) then the EMD of rejected bidders (except the bidders whose EMD is to be forfeited) at any stage will be refunded directly to the account from where it has been received.
- b.** No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c.** If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose bidder will obtain the mandate form from CMPDI and submit it, if not submitted earlier.
- d.** In case the tender is cancelled then the EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e.** If the bidder withdraws his/her bid online (i.e. before end date of submission of tender) then the EMD will be refunded automatically after the opening of Part-1 tender.

- f. EMD of successful bidder/s (on Award of Contract) will be retained by CMPDI and will be adjusted to Performance Security Deposit.

12.0 SECURITY DEPOSIT

- 12.1** The EMD of the lowest bidders will be converted into security deposit towards performance and will be retained for the entire contract period. Security deposits will be refunded after satisfactory completion of the contract period. No interest shall be payable by CMPDI on the security deposits.
- 12.2** Whole or any part of the security deposit of the contractors will be forfeited if any financial loss occurs to CMPDI due to non-fulfilment of the terms & conditions. In the event the contract is terminated by CMPDI before the completion of the initial period of one year for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited.

13.0 REFUND OF SECURITY DEPOSIT

The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within **30 days**, on claim by him in a plain paper after the termination of contract and on issuance of “No Dues” certificate by the user department. However, if there is a delay, the Contractor shall not be entitled to any interest.

14.0 MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a.** If the request of withdrawal is received before online notification / intimation for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDI. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification / intimation for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 01 year from participating in tenders in CMPDI. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i)** If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- ii)** If the bidder withdrawing his bid is L-1, then re-tender will be done for the items in which this bidder was L-1.

{The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.}

15.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid and CMPDI will in no case be responsible and liable for those costs.

16.0 BANNED OR DELISTED CONTRACTORS

The bidders would give a declaration (in Annexure – III) that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

17.0 SCOPE OF WORK

- 17.1** The hired vehicles have to ply as per the direction given by the user. Normally the vehicles will ply in Ranchi and local areas adjacent to Ranchi. In addition to this, the vehicles may also be used for outstation duties.
- 17.2** The agency should provide vehicles in good conditions along with responsible driver of adequate experience and with adequate fuel, and will be responsible for its proper operations and maintenance. Vehicles may be requisitioned one day earlier or even on the same day. Vehicles may be asked to be deployed at any time and at any place immediately as per direction of the company.
- 17.3** Requisition and cancellation of the vehicles shall be done telephonically.
- 17.4** The agency will ensure that the vehicle should report as per requirement within the stipulated time on every occasion. In case of breakdown of the vehicle hired, another

similar vehicle in good condition will be provided immediately by the agency at no extra cost.

17.5 CMPDI shall not be responsible for any loss or damage to the vehicles & persons engaged by the contractor.

17.6 It is obligatory on the part of the agency to continue the work at the rates prevailing on the last date of the contract even beyond the contract period; for at least three (3) months or till the new contract is finalized, whichever is earlier.

18.0 SCHEDULE OF RATES

18.1 All commercial vehicles offered should be of diesel version except Honda City which may be either Petrol or Diesel version.

18.2 The fuel required for the vehicle shall be supplied by the bidder for all types of booking. The cost of diesel/petrol required for the vehicle will be reimbursed by CMPDI as per market rate (ordinary rate only) of oil PSU companies applicable in the state of Jharkhand / other state in case engaged in other states. Cost of diesel/petrol to be reimbursed by CMPDI will be calculated on the basis of mileage/average km run per litre applicable for vehicle make and model wise as given in the Tables below:

Type of Vehicles	Overall Mileage / Average km run per litre
Tata Indica	14
Mahendra Bolero / Tata Sumo	11

Type of Vehicles (Good Condition Vehicles)	Overall Mileage / Average km run per litre
Tata Indigo / Scorpio / Swift Dezire	11
Toyota Innova	10
Honda City (Petrol)	10
Honda City (Diesel)	12

To workout the payment towards the cost of diesel/petrol, total km run by the vehicle shall be as per odometer reading. The odometer reading will start from the parking of the contractor and closing reading will be given up to parking of the contractor. Distance between CMPDI (HQ), Ranchi and parking of the contractor, should not be more than

10 km each way.

- 18.3 Rs. 300/- (Rs Three Hundred only) per night shall be paid along with bill by CMPDI as night halt for drivers for outstation journeys.
- 18.4 The quoted hiring rate should be inclusive of all applicable taxes (Central/State), but excluding Service Tax, SB tax and Fuel Cost. The fuel cost shall be reimbursed as per Clause No. 18.2 above. The quoted hiring rate should also be inclusive of all other expenses like repairs, mobil / lubricating oil / engine oil, salary and allowances of driver (except night halt) and all other charges except toll gate and parking fees which shall be reimbursed on submission of receipt in original duly signed by the authorized user of vehicles. The quoted rate for each vehicle should be filled in carefully by the bidder after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the bidder had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.
- 18.5 All statutory taxes (Central/State), **except service tax & SB tax**, in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the bidder and CMPDI will not entertain any claim what-so-ever in this respect. Service tax as applicable on actual shall be paid by CMPDI along with bill and will be dealt as per prevailing Service Tax Rules. Calculation of bid value will be made excluding service tax & SB tax irrespective of the status of the bidder.
- 18.6 CMPDI will reimburse all expenses in case of toll receipts, parking receipts & entry tax wherever & whenever applicable.
- 18.7 Fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour while calculating duty hours completed.
- 18.8 One number of current News Paper (preferably in English) and one bottle of Mineral Water shall be provided in the vehicle, each day, before reporting to CMPDI, **if asked for**. In that case payment will be made by CMPDI on production of claim in the bill.

19.0 PAYMENTS

- 19.1 Payments for each spell of hiring will be made to the Contractor on receipt of bills in duplicate, from the Contractor along with Duty Slip / Trip Sheet / Log Book (containing date of deployment, starting km & time and release km & time clearly) duly certified by the users. All bills should be addressed to General Manager (E&M), CMPDI, HQ,

Ranchi. Normally the payments would be made within 21 days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period for reasons beyond our control.

19.2 Except the agreed rate of hire, fuel charges, night halt, toll gate charge, entry tax, parking charge, service tax, SB tax and cost of newspaper & mineral water (if asked for) no other charges whatsoever will be paid by CMPDI.

20.0 PENALTY & TERMINATION OF CONTRACT

CMPDI may terminate the contract in part or in full in case of prolonged / frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions given by CMPDI officials. In case of termination of the contract security deposit shall be liable to be forfeited in part/full.

21.0 TERMS & CONDITIONS

21.1 The vehicles to be provided by the Agency shall be as per the specifications given in the tender notice, having the year of manufacture & registration not older than year 2011.

21.2 Only registered commercial vehicles shall be provided by the Agency. Consequences arise due to providing non-commercial vehicles at any occasion shall be borne by the party and CMPDI shall not be held responsible in any manner whatsoever for such act of the Agency.

21.3 The vehicles shall remain in sound running condition, the interiors of the vehicles shall remain clean & seats shall be provided with neat & clean white covers with white towels over them. The contractor shall be responsible for overall maintenance and repairs of their vehicles.

21.4 The vehicles & the drivers shall report in time at the designated place as informed.

21.5 The drivers shall possess a valid driving License, mobile phone, white uniform, should be well behaved and punctual. The Contractor shall be required to change/replace the driver(s) in case not found suitable. While driving he should keep his mobile phone in silent mode.

21.6 The driver shall maintain Duty Slip / Trip Sheet / Log Book (containing date of deployment, starting km & time and release km & time clearly) and get it signed by the users for all trips on the same day. Duty Slip / Trip Sheet / Log Book along with bill should be produced to this office failing which payment will not be made. Overwriting in

the Duty Slip, if any, should be counter signed by user. Separate Duty Slip needs to be maintained for each day of deployment.

- 21.7** There shall be no increase in the contract rate of the vehicles during the entire period of the contract for the initial period of **one year** and thereafter for a period **of 3 months** or till the finalization of a new contract, whichever is earlier.
- 21.8** It will be a condition of the contract, if finalized that all through the rate of the said contract, the rate of which the service will be given shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you shall promptly supply such information to enable the company to amend the awarded rate for subsequent service.
- 21.9** The Contractor shall be required to comply with rules & regulations and laws etc., of the Central Govt., State Govt. or of any competent statutory authority, applicable to the vehicles or the drivers employed for the above work.
- 21.10** The Contractor shall fully indemnify CMPDI against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.
- 21.11** Either the officials of CMPDI or the representative of CMPDI travelling in the vehicle shall, in no way, be responsible for any accident or mishap occurring to the vehicle/driver or any claim arising out of the same.
- 21.12** CMPDI will not be liable for any act of the contractor which does not arise out of this contract.
- 21.13** CMPDI reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. CMPDI also reserves the right to extend the date of submission of the tender, if required.
- 21.14** Change of address of the contractor shall be immediately informed to CMPDI in writing.
- 21.15** This Tender Notice shall be deemed to be part of the Contract Agreement. Any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract Agreement.
- 21.16** The Court at Ranchi (Jharkhand) will have the jurisdiction to deal any legal matter or dispute.

**General Manager (E&M)/HoD
CMPDI(HQ), Ranchi**

Format of Letter of Bid (LoB)

**LETTER HEAD OF BIDDER
(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF MCL)**

To,

**The General Manager (E&M) / HoD,
Central Mine Planning & Design Institute Ltd.,
Gondwana Place, Kanke Road,
Ranchi – 834008**

Sub: Letter of Bid for hiring of Vehicles on 'as & when required' basis

Ref: 1. NIT No: CMPDI/TENDER/GM(E&M)/2015-16/06 Dated: 11.01.2016
2. Tender Id No: -----

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website.

The Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL, Ranchi.

(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required.)

DSC Holder:

If the Bidder himself is the DSC holder bidding on-line then no further document is required. However, if the DSC holder is bidding online on behalf of the Bidder, then the scanned copy of Power of Attorney, duly notarized on a non-judicial stamp paper of minimum Rs.10/- as per format given in Annexure – II of the NIT shall be uploaded along with this Letter of Bid on second page.

Yours faithfully,
(Signature of Bidder **OR**
Authorized person of Bidder **OR**
DSC Holder bidding online with authorization from Bidder)

1. Name of Authorized Signatory :
2. Type of Authorization :
3. Name of the Bidder :
4. Address :
5. e-Mail Address :
6. Mobile/Telephone Number :
7. FAX Number :
8. Place :
9. Date :

Format for Authorization to DSC holder bidding on-line on behalf of Bidder

(on Non-Judicial Stamp Paper of minimum Rs.10/-)

I/We do hereby authorize Mr/Ms Address
..... for online bidding on behalf of me / us
for the e-tenders invited by Central Mine Planning & Design Institute Limited, Ranchi on
<https://mcltenders.gov.in>

Signature Seal of the DSC Holder
Authorized for on-line bidding
On behalf of the Bidder

Signature Seal of the Bidder
Authorizing the DSC Holder
for on-line bidding

Signature & Seal of the NOTARY

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder(s)

(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)

(on Non-Judicial Stamp Paper of minimum Rs.10/-)

AFFIDAVIT

I/We, -----, Partner/Legal Attorney/ Accredited Representative of M/s -----, solemnly declare that:

1. I/We am/are submitting Tender for the Work ----- against Tender ID----- dated -----, vide Bid ID -----
2. All information furnished by me/us on-line in respect of fulfilments of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
4. If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
5. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “-----” for a period of ----- year/s, effective from ----- to ----- .

Signature of the Tenderer
Dated-----

Signature & Seal of Notary

N.B: In case of non-applicability of Service Tax Registration, the bidder has to mention in the body of the above affidavit “that he avails exemption from Service Tax Registration as per Service Tax Act”. (Applicable only if the bidder is ‘Owner of Vehicle’)

AGREEMENT FOR ACTING AS “CONTRACTOR” FOR HIRING OF VEHICLES ON “AS AND WHEN REQUIRED” BASIS.

Contract Agreement No. _____ Dated _____

An agreement made this _____ date _____ Two Thousand Sixteen between the General Manager (E&M), Central Mine Planning and Design Institute Limited, Ranchi (hereinafter called CMPDI) on the one part and _____ and carrying on business at _____ under the name of _____ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of hiring of vehicles on “As and When Required” basis at the rates and under the conditions specified in the Tender Document No. Dated..... and as per the Work Order/LOA no. Dated.....

CMPDI has converted the Earnest Money of Rs.15,000/- (Rs. Fifteen Thousand only) deposited by the Contractor into Security Deposit, refundable after termination of the contract as per Tender provision.

In consideration of the payment to be made by CMPDI, the **Contractor** shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CMPDI and will perform the services in accordance with the Terms and Conditions of the contract with effect from _____ day of _____ 2016 up to

_____ day of _____ 2017 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CMPDI hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, CMPDI will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

In witness whereof the said contractors have hereunto set their hands the day and year first above written.

CONTRACTOR

WITNESSES

1.

2.

FOR AND ON BEHALF OF CMPDI

WITNESSES

1.

2.

FORMAT FOR PRICE BID
(Refer Clause No. 8.4)**OFFER FOR HIRING OF VEHICLES ON “AS AND WHEN REQUIRED” BASIS – FINANCIAL BID**

With reference to the tender enquiry, we submit our offers, item-wise, as under:

Item No.	Description	Hiring Rate (in Figure) to be quoted by Bidders in Rs. (Excluding Fuel Cost)
1.0	TATA INDICA - 5 Hrs. / 50 km	
2.0	TATA INDICA - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
3.0	TATA INDICA - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
4.0	MAHENDRA BOLERO / TATA SUMO - 5 Hrs. / 50 km	
5.0	MAHENDRA BOLERO / TATA SUMO - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
6.0	MAHENDRA BOLERO / TATA SUMO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
7.0	TATA INDIGO - 5 Hrs. / 50 km	
8.0	TATA INDIGO - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	

Item No.	Description	Hiring Rate (in Figure) to be quoted by Bidders in Rs. (Excluding Fuel Cost)
9.0	TATA INDIGO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
10.0	SCORPIO - 5 Hrs. / 50 km	
11.0	SCORPIO - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
12.0	SCORPIO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
13.0	SWIFT DEZIRE - 5 Hrs. / 50 km	
14.0	SWIFT DEZIRE - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
15.0	SWIFT DEZIRE - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
16.0	TOYOTA INNOVA - 5 Hrs. / 50 km	
17.0	TOYOTA INNOVA - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
18.0	TOYOTA INNOVA - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	

Item No.	Description	Hiring Rate (in Figure) to be quoted by Bidders in Rs. (Excluding Fuel Cost)
	Extra per Hour over & above 12 hrs	
19.0	HONDA CITY - 5 Hrs. / 50 km	
	HONDA CITY - 10 Hrs. / 150 km	
20.0	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
	HONDA CITY - Out Station 12Hrs. / 400 km per day	
21.0	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	