

TENDER DOCUMENT
FOR
HIRING OF VEHICLES
IN
CMPDI, RI- IV, NAGPUR



FEBRUARY 2016

CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)

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cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)
क्षेत्रीय निदेशक का कार्यालय
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपुर-४४००१४
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
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Help Line No : 0651- 2233058/2233032

REF No.: CMPDI/RI-IV/E&M/2015-16/795-813

Dated : 24 /02/2016

e-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible 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

Hiring of light vehicles at CMPDI, RI-IV, Nagpur for one year period from 01.05.2016 to 30.04.2017, for deployment in CMPDI, HQ, Nagpur, its camps at Murpar (Chimur), Anandwan (Warora), Durgapur (Chandrapur) and sub- camps for plying in command areas of Western Coalfields Ltd. (WCL) in the states of Maharashtra and M.P.

2. DETAILS OF TENDER:

TENDER NO:	CMPDI/RI-IV/E&M/2015-16/05
MODE OF TENDERING	ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal : https://coalindiatenders.gov.in
TYPE OF TENDER	TWO BID
ESTIMATED VALUE OF TENDER	₹ 97,48,000.00 only
TENDER FEE	Not applicable
EARNEST MONEY DEPOSIT	₹ 97,480.00 only
The EMD should be submitted through NEFT/RTGS. The scanned copy of the bank challan used for NEFT/RTGS should be uploaded along with the documents in cover - I while bidding. The date of payment should be prior to the End Date and Time of Bid Submission. Bidders will have to mention unique transaction no. of NEFT / RTGS at appropriate place while uploading their bid.	EMD to be submitted through NEFT / RTGS to: Name of Bank: STATE BANK OF INDIA, KINGSWAY BRANCH, NAGPUR Account No. : 11172255281 Name of the Account: CMPDIL Ltd. (Current Account); IFS Code : SBIN0000432

- For the unsuccessful Bidder, the Earnest Money shall be refunded immediately after finalization of tender. However, the EMD shall be forfeited if the Bidder withdraws the offer before finalization of the tender. The unsuccessful bidders will be asked to submit the receipt / proof of payment of EMD after finalization of tender based on which the EMD of unsuccessful bidder will be refunded.
- For successful Bidders, the EMD shall be refunded after receipt of order acceptance and Security Deposit from the Bidder.
- In respect of EMD submitted in foreign currency by the Overseas Bidders, the EMD shall be refunded taking the Exchange Rate prevailing on the date of the DD or the date of refund, whichever is lower;
- Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference. Scanned copy of the documents in support of exemption will have to be uploaded by the Bidder during Bid submission.
- Bidders should submit MANDATE FORM for e-payment, if not submitted earlier, as per the format given in Annexure- V, for refund of EMD through EFT.

EMD/ SD / Additional Security for ALR items / Performance Security:

- No Bank Guarantees submitted for EMD shall be accepted for amount less than Rs. 2.00 Lakh (Rupees Two Lakh) only. EMD/ SD / Additional Security for ALR items, etc. for less than Rs.2.00 Lakh shall be accepted only in other modes as mentioned in the NIT. This limit for performance security deposit shall be Rs. 5.00 lakh (Rs. Five Lakh) only.
- No extension of Bank Guarantee for a period less than 3 (three) months shall be accepted.
- Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur.

Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

3. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	As available on the website : http://coalindiatenders.gov.in	
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.	Date of Pre-bid Meeting		
i.	Technical Bid Opening date		

NOTE:

- If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- In case minimum 03 (three) Bids are not received within originally stipulated time, the tender submission date will be extended initially for 02 (two) days and if still less than 03 bids are received, the tender submission date will be extended by another 05 (five) days automatically by the system.
- Tenderers are requested to visit the websites from time to time, up to the due date of opening, to ensure that they have not missed out on any corrigendum uploaded subsequently in respect of the tender under reference. However, System generated e-mail/SMS will be sent automatically to such vendors who have saved that particular tender as 'Favourite' tender. The sole responsibility of downloading the corrigendum, if any, will be that of the tenderer, since no separate intimation in respect of the corrigendum will be issued individually to the tenderers.
- There will be no physical / manual sale of the Tender Document.

- (v) There is no tender fee and the bidders can download the Tender Document free of cost.
- (vi) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.

4. **INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS :**

Requirements for Vendors

- P.C. connected with internet.
- Registration with Service provider portal <http://coalindiatenders.gov.in>
- The vendor should possess a Class II/III Digital Signature Certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)
- If any clarification is required, the Bidders are requested to contact M/s. NIC. at the following contact Numbers, before the schedule time for submission of the bid:-
 NIC Toll Free Telephone Number : 1800-3070-2232 ; 91 7878007972 ; 91 7878007973
 Help desk No. at CMPDI, RANCHI: 0651- 2233058/ 2233032

Contact person for this Tender: Mr. G. K.SHARMA, GM(E&M)

e-mail – ri4enm@cmpdi.co.in

Contact No.: 09421995344; 0712-2807242

5. **Pre-bid Meeting: Not Applicable**

~~The pre-bid meeting shall be held in the office of the, RI-IV, Nagpur on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.~~

6. **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.

7. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

8. **Eligible Bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No. 9 of 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.

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

- i) The minimum qualification requirements for Joint Ventures: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will

be added together and the total criteria should not be less than as spelt out in 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) Joint Venture Agreement should legally bind all partners jointly and severally.
- 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 prequalification requirements, subject to written approval of the employer.
- v) The JV Agreement must include 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 a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) 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 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 J.V. 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.

9. Eligibility Criteria:

The intending tenderer must satisfy all of these criteria:

- a) **During the contract period, the party must have their office or representative in Nagpur.**
- b) **Work Experience :** The bidder must have in its name or proportionate share as a member of JV / Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period upto one year) put to tender in any year (consecutive 365 days) 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'1956)

“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 simple 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 the last day of month previous to one in which e-Tender has been invited.

Similar work means “Hiring of Vehicles”.

Data to be furnished by Bidder on-line:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature)
- iii. Work Order Number/Agreement Number of each experience
- v. Name & address of Employer/Work Order Issuing authority of each experience.
- vi. Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm ~~or~~ and the actual % of share in case of a Joint Venture/Consortium).
- vii. Executed Value of work against each experience.
- viii. In case the bidder is a joint venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month of in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till one year before the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirements (65% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.

- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
 - vi. The weightage of 5% every year will be on simple rate and will should not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
 - vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
 - viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.
- c) Evidence of possessing adequate working capital (at least 20% of the 'Annualized value' or the Estimated value whichever is less of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

Data to be furnished by Bidder on-line:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate.
- vi In case the bidder is a joint venture, the working capital of the individual partner of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Technical evaluation by the System :

- i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

- d) **Fleet Requirement:** The bidders will have to give an undertaking in the form of an Affidavit in the prescribed format (Annexure – VII) for deployment of vehicles either owned or hired as per NIT. Vehicles provided shall have valid taxi permit.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES / NO regarding acceptance to deploy matching vehicles as per NIT either owned or hired.

Technical evaluation by the System :

The system will evaluate “YES” as eligible and “No” as not eligible.

- e) Maximum age of vehicle as on the last date of bid validity (to be counted from the first date of registration) shall be not more than 5 years.
- f) **Permanent Account Number (PAN)** : The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department, Govt. of India.

Data to be furnished by Bidder on-line :

Confirmation in the form of YES / NO regarding possessing of PAN.

Technical evaluation by the System :

The system will evaluate “YES” as eligible and “No” as not eligible.

- g) Documentary evidence of registration of firm as individual / proprietorship firm/ partnership firm / company or a joint venture firm.

h) Registration of Service Tax.

Confirmation regarding possessing of Service Tax Registration in the form of Yes / No

If ‘NO’, Certificate from C.A. for exemption from Registration under Service Tax.

Note: In case the work / service is awarded to a Joint venture participating in the tender they have to submit VAT, PAN and service tax registration (as applicable in the tender and for the bidder status) on the name of the Joint venture after award of work / service at the time of execution of agreement / before the payment of first running on account bill.

10. Methodology of Submission Of Bid And Its Evaluation:

- a In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.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 proprietorship firm/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.
- b The bidders have to accept, unconditionally, the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, 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.

NOTE: End user portal agreement of CIL is applicable for CMPDI also.

- c **General Technical Evaluation:**
- The bidder has to fulfil/comply to all the terms of 'General Technical Evaluation' (GTE).
- d **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Annexure - VI) and uploaded as LOB along with this NIT, shall be downloaded by the bidder and printed on Bidder's letter head and the scanned copy of the same shall be uploaded during bid submission in **cover-I [i.e. Techno-Commercial Bid]**. 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 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 (LOB) 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.
- e **Confirmatory Documents:** The Bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in the Tender Document, in Part-I / Cover-I while submitting his bid. The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.
11. ~~**Technical Parameter Sheet:** The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item **along with other "commercial parameters"** will be available for download in Excel format. This will be downloaded by the Bidder and he will furnish all the required information on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission. Non-compliance of any of the parameter of specification for any of the item will disqualify the Bidder for that item. Non compliance of **any of the commercial parameters** will disqualify the Bidder for all the items. The Technical **cum Commercial** Parameter Sheet, which is incomplete and not submitted as per instruction given above, may lead to rejection of one or all the items automatically by the system.~~
12. ~~**Commercial Sheet:** The Commercial Bid / Sheet will be available **separately** for download in Excel Format. This will be downloaded by the Bidder and all the required information will be furnished on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission in Part I / Cover I while submitting his bid. Non compliance of any of the parameters for any of the item will disqualify the Bidder.~~
13. **Price bid:** The Price bid containing the Bill of Quantity 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 tendered items and Service Tax (as applicable) will be taken by the system as a separate element on choosing the status of the bidder as given in the table below during the bid submission on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II.

For calculation of overall bid value, share of Service tax required to be paid by the bidder as well as by RI-IV, CMPDIL, Nagpur (as per reverse charge mechanism & status of the Bidder as applicable at the time of submission of bid) will be added to the quoted rate/value to decide the L-1 (i.e. overall value of works). And then the share of Service Tax to be deposited by RI-IV, CMPDIL, Nagpur, if any, is to be deducted for arriving at the contract value. The applicable share of service Tax (under reverse charge mechanism w.e.f. 01.07.2012) is given below.

Hiring of vehicles to carry Passenger	Share of Service Tax (%)		Actual Financial Impact
	Bidder (Agency)	RI-IV, CMPDIL, Nagpur	
Where Agency is a Body corporate i.e. a company registered under Company Act 1956 and not availing CENVAT credit.	40	NIL	Service Tax @ 4.944 % on bill (incl. HSD) amount is Payable by the Bidder.
Where Agency is a Body Corporate i.e. a company registered under Company Act 1956 and also availing CENVAT credit.	100	NIL	Service Tax is payable @12.36 % on Bill amount (incl. HSD) is payable by Bidder only.
Where the Agency is an Individual, Proprietorship, Partnership Or Joint Venture and not availing CENVAT credit	NIL	40	Service Tax is payable @4.944% on Bill amount (incl. HSD) is payable by RI-IV, CMPDIL, Nagpur only.
Where the Agency is an Individual, Proprietorship, Partnership Or Joint Venture and availing CENVAT credit	60	40	Service Tax is payable @4.944% on Bill amount (incl. HSD) is payable by RI-IV, CMPDIL, Nagpur & @ 7.416% on bill amount is Payable by the Bidder.
Where the bidder is a Small Service Provider (exempted for service Tax Registration and/or payment of service tax) and a body corporate	NIL	NIL	No Service tax payable.
Where the bidder is a Small Service Provider (exempted for service Tax Registration and/or payment of service tax) but not a body corporate	NIL	40	Service Tax is payable @4.944% on Bill amount (incl. HSD) is payable by RI-IV, CMPDIL, Nagpur only.

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

NOTE:

- (i) A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Ten Lakhs Rupees in the preceding financial year.
- (ii) Body Corporate i.e. a Company registered under Companies Act, 1956.
- (iii) Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship, Partnership and Joint Venture.
- (iv) When L-1 bidder has been awarded the work on the basis of being a Small Service Provider getting exemption from payment of Service Tax (as per status chosen by the bidder), no Service Tax will be reimbursed to them in the event of **bidders total turnover of taxable services from all sources** exceeding the threshold limit of exemption **during the tenure of this contract.**
- (v) The above calculations for service tax will be made in the BOQ automatically. However, CMPDI reserves its right to recalculate the BOQ in case of any changes in service tax rules or otherwise.

The bidders are required to quote for all type of vehicles and for the total tendered quantity indicated in BOQ. Work shall be awarded to the bidders on item-wise basis.

14. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on

Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

15. 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 portal. Under any circumstance, CMPDIL 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.
16. In cases where the number of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system.
17. **Opening of bids:**
Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE.
18. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.
19. **Evaluation of Bid:**
 - i) After opening of the tender on the scheduled date and time of opening, the system will automatically evaluate the particulars as contained in the GTE, ~~TPS~~ containing other Commercial parameters.
 - ii) Upon opening of the bids, GTE, ~~TPS~~, BOQ and all other documents uploaded by the eligible Bidders get decrypted and a comparative statement of prices will be generated by the system.
 - iii) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.
 - iv) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 7 x 24 hours duration shall be given.
20. The supporting documents only of the L-1 bidder will be downloaded for evaluation by the Tender Inviting Authority.

In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder 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. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required 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 scanned copy of all those specified documents duly attested by notary public in support of the information/ declarations furnished by them online within the specified period of 7 days. If the L-1 bidder fails to submit the specified document/s in 7(seven) days, 7 more days (7 x 24 hours) of time may be given by

Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

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

21. If the techno-commercial acceptability of L-1 bidder is established upon verification of the uploaded documents and short-fall documents if any, the case shall be considered by the tender committee for further decision.

No additional time will be allowed to the bidder for on-line submission of documents. The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

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

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 bidder, then Documents will be asked from L-2 bidder. This process will continue sequentially till techno-commercially acceptable L-1 is established.

In case of defaulting bidders, Penal action will be taken as per table mentioned below.

It will be the responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

Following penalties shall be imposed on the defaulting Bidders:

Sl. No.	Situation	Penal Provisions
(i)	L-1 Bidder is a defaulter for part of items for which he is L-1	50% of EMD amount or ₹ 1.00 Lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 Bidder is a defaulter for all items for which he is L-1	100% of EMD amount or ₹ 1.00 Lakh or whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
(iii)	L-1 Bidder happens to be defaulter in 2 tenders issued by the same procurement entity within a span of 1 year.	100% of EMD amount of 2 nd tender is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.

Note: (i) The submission of forged documents, if any, by the bidder (s) shall be dealt as per extant guidelines of relevant CIL manual.

22. CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS:

The bidders will upload the scanned copy of the following specified documents duly attested by notary public in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

Sl No.	Eligibility Criteria	Information to be furnished by bidder on line	Scanned copy attested by notary public to be uploaded by bidders in support of information/declaration furnished online by the bidder against eligibility criteria in Part - I
1.	Work Experience The bidder must have in its name or proportionate share as a member of JV / Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period upto one year) put to tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.	i) Start date of the year for which work experience of bidder is to be considered for eligibility. ii) Start & end date of each qualifying experience (similar nature). iii) Work order / Agreement number of each experience. iv) Work order issuing authority of each experience. v) % share of experience (100 % in case proprietor or a partner in a partnership firm or the actual % of share in case of a joint venture consortium) vi) Executed value of work against each experience.	For work experience bidders required to submit satisfactory work completion certificate issued by the employer against the experience of similar work containing all the information as sought online.
2.	Working Capital Evidence of possessing adequate working capital (at least 20% of the 'Annualized value' or the Estimated value whichever is less of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.	i) Amount of available working capital inclusive of lines of credit and availability of other financial resources. ii) Date on which the bidder possesses the required working capital. iii) Date of issue of working capital certificate by CA iv) Name of the Chartered Accountant (CA) v) Membership no. of CA who certifies the bidder's working capital.	Certificate of working capital issued by a practicing chartered accountant having a membership number with institute of chartered accountants of India containing the information as furnished by bidder on-line.
3.	Fleet requirement: The bidder is required to give an undertaking in the form of an	Confirmation in the form of YES / NO for possessing the supporting document.	An Affidavit confirming acceptance to deploy matching vehicles as per NIT either owned

	affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding deploying matching vehicles as per NIT either owned or hired as per the format given in the bid document at Annexure-VII.		or hired as per the format given in the bid document at Annexure-VII.
4.	Permanent Account Number PAN card issued by Income Tax department, Govt. of India	Confirmation in the form of YES / NO for possessing the supporting document.	PAN card issued by Income Tax department, Govt. of India
5.	Legal Status of the bidder	Confirmation in the form of YES / NO for possessing the supporting document.	<u>Any one of the following document:</u> 1. Affidavit or any other document to prove proprietorship/ individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
6	Service Tax Registration	Confirmation in the form of YES / NO for possessing the supporting document.	Certification of registration for service tax with appropriate authority. OR Certificate from C.A. for exemption from Registration under Service Tax.
7.	Valid Digital Signature Certificate	Confirmation in the form of YES / NO for possessing the supporting document.	If the bidder himself is the DSC holder bidding on-line then no document is required. OR If the DSC holder is bidding online on behalf of the bidder, the Power of Attorney or any sort of legally acceptable authority to bid on behalf of the bidder is required to be produced.
8.	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-II.		
9.	Scanned copy of Bank Challan used for depositing EMD payment.		
10	Any other document to support the qualification information as submitted by bidder on-line.		
	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.		

23. 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.

24. Refund of EMD:

- ~~a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited).~~
- ~~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, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.~~
- ~~d) In case the tender is cancelled then 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 the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of Part I tender.~~
- ~~f) The EMD of successful bidder (on Award of Contract) will be retained by RI-IV, CMPDIL, Nagpur and will be adjusted to Performance Security Deposit.~~
- g) The Earnest Money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Price-bid and those who have not emerged as L-1 tenderer after opening of Price-bid. The Earnest Money deposited by the L-1 bidder either through online fund transfer or through NEFT/RTGS or in the form of DD/BC/BPO shall be adjusted against Performance Security Deposit (PSD). The EMD deposited by the L-1 bidder in the form of Bank Guarantee (BG) will be discharged when the bidder has furnished the required PSD and signed the agreement.

25. Every tenderer is expected, before quoting his rates, to go through the conditions of contract and to inspect the Mines/area where vehicles are proposed to be deployed. It shall be deemed that the tenderer has visited the Mines/area and got fully acquainted with the road conditions and other prevalent conditions and fluctuations thereto whether they actually visited the Mines/area or not and have taken all the above factors into account while quoting his rates.

26. 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. **Applicable Service Tax on the works will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status. All bidders should therefore select the Bidder status mentioned in the BOQ.**

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. 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.

Share of Service Tax (to be deposited by the Bidder), if any is not to be paid in on account bill but to be reimbursed to the bidder on submission of separate Invoice having therein Name of Bidder, Address, Agreement/W.O. reference, on account bill-wise value, Service Tax Registration No. and Amount of Service Tax deposited (along with a copy of deposit receipt) to avail CENVAT Credit by RI-IV, CMPDIL as per Rule.

The reimbursement of Service Tax to the bidder will be made on the basis of actual executed value of work and actual Service Tax paid by the bidder on the basis of assessment made by the Service Tax Authority, if any.

27. 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 and liable for those costs.

28. Currencies of Bid and Payment: The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

~~29. For the contract value upto Rs.5.00 Lakh, the date of commencement shall be reckoned from the 10th day of issue of work order and for the contract value more than Rs.5.00 Lakh, the date of commencement shall be reckoned from the 10th day of issue of work order or the date of execution of agreement, whichever is later.~~

30. The contractor will ensure timely deployment of vehicles and drivers strictly as per the instructions of user of the vehicle during the entire contract period.

31. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

32. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

33. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered/speed post by the employer prior to expiration of the bid validity period. The successful bidder/s will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement (for contract value more than Rs.5.00 Lakh) in the company's prescribed form (as per Annexure-III) for the due fulfillment of the contract.

Performance Security Deposit (PSD) must be submitted by the contractor within 28 days of receipt of LOA/work order, failing which the award of work will be cancelled with forfeiture of EMD. The agreement should be executed within 7 days of receipt of PSD from the contractor. In case the PSD is submitted in the form of Bank Guarantee (BG) and needs verification from the issuing bank, then agreement should be executed within 10 days of receipt of PSD. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

34. Bid Validity:

The validity period of the tenders shall be **120 (One hundred and twenty) days** from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's 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/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per **Clause No.35** (Modification and Withdrawal of Bid) of NIT.

35. 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. the EMD will be forfeited and
- b. the bidder will be debarred for 1 (one) year from participating in tenders in CIL/Subsidiary.

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.

Note:

In case of above, a letter will be issued to the bidder by Tender Inviting authority with approval of Tender accepting authority (in case Board is Tendering Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders in CIL / subsidiary. This letter will be circulated to all areas and CIL / subsidiary HQ and the updated list will be maintained by all Tender Inviting Authority / Evaluators.

36. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
37. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
38. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Special Terms & Conditions(if any), Technical Specifications,

drawings(if any) and 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.

39. The **tenderer** shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.
40. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders 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.
41. **Non-disclosure / Confidentiality clause :**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, technique, processes, software, inventions & other materials, both written and oral, office secret, confidential or proprietary nature, including without limitations any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental sub-systems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto.

The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter.

The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

42. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

GENERAL MANAGER (E&M)
CMPDI, RI-IV, NAGPUR

Encl:

1. General Terms and Conditions. (Annexure – A)
2. Special Terms and Conditions. (Annexure – B)
3. Proforma of Bank Guarantee in lieu of performance Security Deposit. (Annexure – I)
4. Proforma for Affidavit to be submitted by the L-1 bidder. (Annexure – II)
5. Proforma for Execution of Agreement (Annexure – III)
6. Proforma of Bank Guarantee in lieu of Earnest money. (Annexure – IV)
7. Mandate form for Electronic fund transfer / Internet banking payment. (Annexure – V)
8. Format of “Letter of Bid”. (Annexure – VI)
9. Proforma for affidavit for deploying matching vehicles. (Annexure – VII)

ANNEXURE - A
GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. Definitions

- i) **"Employer"** or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) **"Principal Employer"** means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of 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.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) **"Engineer-In-charge"** shall mean the officer nominated by the company in the E&M Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer –In- Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.
- vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- viii) **"Contract amount"** shall mean:
 - a) In the case of turnkey contracts the total sum for which tender is accepted by the company.
 - b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- ix) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the 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.
- x) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

- xi) **"Department"** means the Electrical & Mechanical Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents:

- i) Notice Inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract.
- iv) Special Terms & Conditions of contract.
- vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work.
- vii) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.

N.B. Deviations:

Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

- 2.1** The contractor shall enter into and execute contract agreement in the prescribed form (Ref. format at ANNEXURE -III). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee). All additional copies should be certified by the Engineer-In-Charge.

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 Engineer-In-Charge, his representatives or any other officials authorized by the company for the purpose.

- 2.2** The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 Negotiations:

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

2.4 Acceptance of Offer:

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of

mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

2.5 Banned or delisted Contractors:

The bidders would give a declaration 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.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantity, the specifications and/or drawing, the following order of preference shall be observed:

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) 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 Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the 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 amount worked out 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) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.
- d) In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) Discrepancy in totaling or carry forward 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 the offer.

4. Security Deposit:

4.1.1 *Security Deposit shall consist of the following;*

- a) *Performance security to be submitted at award of work and the security deposit shall bear no interest.*

4.1.2 Performance Security should be 5% 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 **(No Bank Guarantees submitted for Performance Security shall be accepted for amount less than Rs.5.00 Lakh only)**
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of **CMPDI, RI-IV, Nagpur** on any Scheduled Bank payable at its Branch at Nagpur.

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The bid security deposited in the form of Demand Draft/cash shall be adjusted against the security deposit. If 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.

NOTE -

EMD/ SD / Additional Security for ALR items / Performance Security :

- i) No Bank Guarantees submitted for EMD shall be accepted for amount less than Rs.2.00 Lakh (Rupees Two Lakh) only. EMD/ SD / Additional Security for ALR items, etc for less than Rs.2.00 Lakh shall be accepted only in other modes as mentioned in the NIT. This limit for performance security deposit shall be Rs. 5.00 lakh (Rs. Five Lakh) only.
- ii) No extension of Bank Guarantee for a period of 3 (three) months shall be accepted.
- iii) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur. Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

4.2.1 All running on account bills shall be paid at 100% (Hundred percent) of work value.

4.2.2 5% Performance Security should be refunded within 14 days of the completion of hiring period /extended period / date of closure of contract.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.100,000 and the bank guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks (Schedule Bank) provided in the bid document.

4.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract. For contract period more than one year, security money may be refunded annually on submission of BG of equivalent amount subject to satisfactory performance of the contractor during the year

or the security money so deposited shall carry forward to the next hiring contract period/s and may be refunded after the closure of the contract.

5. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

5.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, 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, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

5.2 Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the Engineer- In- Charge.

Force Majeure :

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes

The successful bidder/ contractor will advise in the event of his having to 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 fifteen days of the occurrence and cessation of such Force Majeure condition.

5.2.1 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 Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

The extension of contract will be at the existing rate or the rate finalized in the next tender, whichever is lower.

6.0 Payments: The running on account payments may be made once in a month. The contractor has to submit the monthly bill in duplicate along with log book of the vehicle (original) to the controlling officer.

6.1 Payment of on account bill shall be made on the Engineer-In-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

- a) 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 work order/ contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer- In- Charge a no claim certificate.

6.2 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from 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 over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

7.0 Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

7.1 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

8.0. Termination, Cancellation, Suspension and Foreclosure 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 the works with due diligence and continues to do so even after a notice in writing from the Engineer-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 Engineer –In- Charge, then on the expiry of the period as may be specified by the Engineer- In- Charge in a notice in writing.

Or

- c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

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 his company.

Or

- e) Fails to complete the work or items 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 Engineer-In-Charge in a notice in writing.

Or

- f) Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer- In- Charge. The Engineer-In-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

8.1 The contract shall also stand terminated under any of the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a 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 the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's 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 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of 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.

8.2 Suspension of Work:

- i) The company shall have power to suspend the work or any part thereof and the Engineer-In-Charge 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 part of the contractor, or on ground of safety of the work.
- ii) In the event of suspension for reasons 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 and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

8.3 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 hereinbefore, the security deposit and other dues of this work or any other 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 (ten) percent of the contract value.

9.0. Settlement of Disputes/Arbitration

9.1 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 disputes at the company level. The contractor should make request in writing to the Engineer-In-Charge 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.

9.2 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, Govt. 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.

10. CMPF / EPF CLAUSE

- (i) If the contractor deploys laborers for less than 30 days, he has to submit an affidavit to the effect that he has not engaged any contractual laborer beyond 30 days during execution of

work in the said contract and the same has also to be certified by the authority issuing labour payment certificate as well as bill accepting authority prior to payment of final bill.

- (ii) If the case does not fall in(i) above, the contractor has to deposit amount in CMPF/EPF as per the provisions and necessary proof of payment of PF dues is to be submitted before the authority issuing labour payment certificate as well as bill accepting authority prior to the payment of final bill. The payment against the PF (Contractor's share only) is reimbursable to the contractor on submission of proof of payment.
- 11.** (1) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged in non mining activities minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- (2) The Contractors shall pay the wages to its workers by Cheque or through Bank.

GENERAL MANAGER (E&M)
CMPDI, RI-IV, NAGPUR

ANNEXURE - B**SPECIAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES****1. Description of the vehicle :****Item 1 : 22 Nos**

Non-A/C, Diesel Driven, **Multi Utility Vehicles (MUV)**, with seating capacity not less than 5+1, such as TATA Sumo, Mahindra Bolero, Mahindra Xylo etc. having luggage space in the rear, in good condition.

Item 2: 5 Nos

Non-A/C, Diesel Driven, **Pickup van** with crew cab, seating capacity not less than 4+1 and covered hard top load body of dimensions 1600 mm x 1600 mm (Min.) flat floor, such as Mahindra GENIO or equivalent, in good condition.

Item 3 : 1 No.

Non-AC diesel driven "Sedan" class car like Maruti Swift dZire / Indigo / Honda City/ Hyundai Verna or equivalent in good condition.

2.Availability and Deployment of the vehicles :

- 2.1. The vehicle(s) shall be made available for exclusive use of CMPDI, RI-IV, Nagpur herein after referred to as 'Company' without any restriction on kilometer run per day and / or per month. However the average running per vehicle is likely to be 3000 kms per month (approx.). The driver shall be available on duty as per the requirement of the Company during the entire one year period of contract. The vehicle(s) shall be parked at the Company's department/camp/Sub-camp premises located at different places under the command area of WCL in the states of Maharashtra and MP.
- 2.2 The requirement is based on the present work in hand. However, the number of vehicles may be subsequently increased or reduced up to 10 % (next rounded off) of the ordered numbers of total vehicles, depending on the emergent need of the Company. In such circumstances, necessary advance intimation of a fortnight shall be given by the company to the supplier. However, the payment will be made suitably according to the increase/decrease in number of vehicles according to the rates of contract without any change in other terms and conditions as per clause-14 (additional requirement).
- 2.3 The vehicles will operate in all types of road conditions.

3. OFF days for routine maintenance :

- 3.1. SUNDAY will be OFF DAYS or fixed by the respective in-charge. However, **depending on the exigencies of the official work, the vehicle may be engaged on Sunday/off day also. However no additional payment shall be made for such engagement on Sunday/off day.**

- 3.2. The vehicle(s) will be released for one day in a month as per convenience of the Company for its routine repairs and maintenance.

4. 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.

5.0 Replacement of vehicle(s):

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

5.3 Penalty

(i) If company does not hire any substitute vehicle : 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 additionally, an amount equal to the above rate will be deducted as penalty from his bill for the period of absence from duties.

OR

(ii) If company hires any substitute vehicle : 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. This will be in addition to penalty deducted under clause 5.3(i).

- 5.4 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.

- 5.5 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. 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.

7.0 Compliance with statutory provisions :

- 7.1 The party shall be responsible for fulfillment of all statutory & legal provisions of Government / R.T.O. as required for hiring of vehicles. Similarly, the Company shall not, in any way, be responsible or liable for any damage, accident, infringement of Govt. or private person or property caused by the vehicle.
- 7.2 Entry / Border Tax, if any, when the vehicle goes to MP State from Maharashtra for official work will be reimbursed by CMPDI subject to the production of documentary evidence.
- 7.3 Toll tax, if any, shall be reimbursed by CMPDI subject to the production of documentary evidence.

8. Provision of Driver:

The Party will provide the vehicle(s) along with driver possessing a valid driving license. The driver should be 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 party has to follow the labour laws / relevant laws, in regard to weekly off, wages, etc. to the Driver.

9.0 Diesel & Engine Oil Consumption:

- 9.1. Diesel consumption for the vehicles provided shall be as under for :
Item No.- 1 & 2 : Ten (10) Kilometers per litre (under all road conditions).
Item No.-3 : Fourteen (14) Kilometers per litre (under all road conditions).
- 9.2. The consumption of engine-oil should be within one (1) litre per thousand kilometers run of the vehicle.
- 9.3 The expenses on excess consumption beyond the prescribed limits in respect of diesel and engine oil will be recovered from Party's Bill(s). However, under any circumstances if the fuel consumption average of the vehicle exceeds the specified limit mentioned at sl. no. - 9.1, no claim, by the party on this account, shall be entertained.

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 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 requirement, i.e. up to 30.4.2017.

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.

13.0 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/Toll Tax as specified above vide sl. no. 9 and sl. no. 7.2 & 7.3 respectively.

13.2 The Company, in no way, shall be liable for safety and loss of vehicle(s).

14. Additional requirement:

In case of additional requirement of vehicle(s) as and when required on urgent basis by CMPDI, RI-IV, Nagpur / camps suitable arrangement will have to be made by the party on short notice on the same terms and conditions and if the requirement is for less than one month due to the need of work schedule, payment will be made on pro-rata basis.

15. Agreement:

The party will have to enter into an Agreement with CMPDI on a non-judicial paper of **Rs. 500/- (Rupees five hundred only)** after successful and satisfactory completion of initial one month of contract period.

16. Deployment / Providing of hired vehicle:

A minimum of three (3) days time or from 01.05.2016, whichever is later, will be given to successful tenderer to provide / deploy hired vehicles after the receipt of Work Order.

**GENERAL MANAGER (E&M)
CMPDI, RI-IV, NAGPUR**

ANNEXURE-IPROFORMA OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT.

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharashtra)**

Dear Sir,

In consideration of **M/s. CMPDIL, RI-IV, Nagpur** having its Registered Office at **Kasturba Nagar, Jaripatka, Nagpur - 440014** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. for (Hereinafter referred to as "the contract" to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (Hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfilment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto And any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till

Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri who is authorised by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur.
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

ANNEXURE. II**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder**

(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility) Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

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

1. I/We am/are submitting Tender for the Work -----
-----against NIT No./Tender ID-----
dated -----, and I/We offer to execute the work in accordance with all the terms and, conditions and provisions of the bid.
2. Myself / our partners / Directors don't has / have any relative as employee of CMPDIL.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this bid are genuine, authentic, true and valid.
5. I / We hereby authorize department to seek references / clarifications from our bankers.
6. * I / We have submitted particulars of existing sales tax / VAT registration, if applicable. We also undertake that certificate of registration with appropriate Sales Tax / VAT authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from competent authority under the contract labor (Regulation & Abolition act) as relevant if applicable.
8. * I / We hereby confirm that we have registration with CMPF / EPF authorities. We shall make necessary payments as required under law.

OR

* I / We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. *I/We have not been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking. (In case of JV all partners are covered).

OR

*I/We have been banned by the organization named "-----"for a period of -----
----- year/s, effective from ----- to ----- (in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false / incorrect at any time, department may cancel my / our bid and action as deemed fit may be taken against me / us, including termination of the contract, for feature of all dues including earnest money and banning / delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

Signature of the Tenderer

Dated-----

Signature & Seal of Notary

ANNEXURE-IIIPROFORMA FOR EXECUTION OF AGREEMENT.STAMP PAPER.

This agreement is made on day of between (Name of Company) having its registered office at (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 of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (Hereinafter called the 'Said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page ... to ..)
 - ii) Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...)
 - iii) Schedule-B The probable Quantities and Amount (Page ...to ...) iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page ... to ...)
 - v) Schedule-E Drawings (Page ... to ...)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs. only, from the amount of Rs. deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

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

i) Partner. Signature

ii) 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

(Name of Company) in presence of -

2. Name :

Signature

Address: .

ANNEXURE-IV

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY.

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharashtra)**

Dear Sir,

In consideration of **M/s. CMPDIL, RI-IV, Nagpur** having its Registered Office at **Kasturba Nagar, Jaripatka, Nagpur - 440014** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s..... having its Registered Office at (Hereinafter called "the said tenderers" which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No..... for (hereinafter called "the said Tender") of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs.....). We Bank (hereinafter referred to as "the Bank") do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

- 1) We, Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....
- 2) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the We shall discharge from all liability under this Guarantee thereafter..
- 3) We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the Bank shall not discharge our liability hereunder.
- 4) This guarantee is issued by Sri who is authorized by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch at Nagpur.
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

ANNEXURE-V

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

**The Regional Institute No. - IV, CMPDIL,
Kasturba Nagar, Jaripatka,
Nagpur - 440014.
(Maharashtra)**

Sub: Authorisation for release of payment due from CMPDI, RI-IV, Nagpur through Electronic Fund transfer/Internet Banking.

Ref: Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____

Dear Sir,

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

Name of the Party : _____

1. Address of the Party : _____

City _____ PIN Code _____

E- Mail Id _____

Permanent Account Number _____

2. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

3. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Mahanadi Coalfields Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place :

Date :

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp :

Date :

(Signature of the Authorised official from the Banks)

ANNEXURE-VI**Format of 'Letter of Bid' to be submitted on 'LETTER HEAD OF BIDDER'**

(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF CIL <http://coalindiatenders.gov.in>)

To,
The General Manager (E&M)
E&M Department
CMPDI, RI-IV, Jaripatka
Nagpur - 440014

Sub: Letter of Bid for the work 'Hiring of Vehicles'.

Ref: 1. NIT No:----- (To be filled by the department)

2. Tender Id No :----- (To be filled by the department)

Dear Sir,

This has reference to above referred bid. I / we have read and examined the conditions of contract, Scope of work, technical specifications, BOQ and other documents carefully.

I/We am / are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/We hereby submit all the documents as required to meet the eligibility criteria as per provision of the bid notice / document.

I/We hereby confirm that this bid complies with the bid validity, Bid security and other documents as required by the bidding documents.

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 RI-IV, CMPDIL, Nagpur.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance / Work order shall constitute a binding contract between us and CMPDIL.

Should this bid be accepted, we agree to furnish Performance security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of failure to abide by the said provisions, CMPDIL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance / award and to forfeit the Earnest money and also debar us from participating in future tenders for a minimum period of 12 months.

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

(To be filled-in by the tenderer)

1. Name of Authorised Signatory:
2. Type of Authorisation:
3. Name of the Bidder:
4. Address :
5. e – Mail address:
6. Mobile number:
7. FAX Number;
8. Telephone Number:
9. Place:
10. Date:

ANNEXURE-VII**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder**

(For deploying matching vehicles as per NIT either owned or hired) on Non Judicial Stamp Paper (minimum value of 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. That we undertake to deploy the vehicles as mentioned in the NIT on the terms and conditions mentioned therein, either owned or hired.

Signature of the Tenderer

Dated-----

Signature & Seal of Notary