



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोयला इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-2, कोयला भवन परिसर, कोयला नगर, धनबाद - 826005, झारखंड (भारत)

Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-II, Koyla Bhawan Complex, Koyla Nagar, Dhanbad - 826005, Jharkhand (INDIA)  
Corporate Identity No.- U14292JH1975GOI001223

NIT No. - RI-II/CMPDI/ Vehicle Hiring /15-16/Ext-2/536-44

Dt : 10.05.2016

**EXTENSION NOTICE**

NIT Ref. No. - RI-II/CMPDI/ Vehicle Hiring /15-16/5661-71

Dt : 31.03.2016

NIT No. - RI-II/CMPDI/ Vehicle Hiring /15-16/Ext-1/ 296-305

Dt : 25.04.2016

In respect of above referred NIT for Hiring of Vehicle “As and when required basis” for the use of CMPDI, RI-II, Koyla Bhawan Complex, Koyla Nagar, Dhanbad, the date of sell of tender, receipt and opening of tender is hereby extended as per modified schedule as follow:

| SL. NO. | Existing NIT Dates  | Modified dates  |
|---------|---|---|
| 1       | Availability of tender documents from 01.04.2016 to 07.05.2016                              | Availability of tender documents upto 19.05.2016  |
| 2       | Last date of receipt upto 15:30 hours on 09.05.2016   | Last date of receipt upto 15:30 hours on 20.05.2016   |
| 3       | Date of opening of tender at 4:00 pm on 09.05.2016 at the office of HOD (E&M), CMPDI, RI-II | Date of opening of tender at 4:00 pm on 20.05.2016 at the office of HOD (E&M), CMPDI, RI-II |

All the terms and conditions in the original NIT and tender document referred above will remain unchanged.  
ORIGINAL NIT INCLOSED.

Yours faithfully,

Mrs. L. Ghosh Biswas  
विभागाध्यक्ष (वि एवं यां)

Copy to: -

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

Tender Document of NIT for Hiring of Vehicle on “As and when required basis”

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

Tender Enquiry No. RI-II/CMPDI/Vehicle Hiring/15-16/ 5661-71

Dated: 31.03.2016

1. **Name of the work** : Sealed tenders are invited from authorised Reputed Companies/Firms/Agencies in two bid systems for the purpose of hiring commercial vehicles on “As and When Required” basis for the use of CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad
2. **Scope of work , Estimated cost & Earnest Money Deposit** : **Work Type: Hiring of vehicle on need (As and when required) basis**
  - (i) Type of vehicle/work details: 5 seater type like BOLERO/SUMO/XYLO or equivalent OR 7 seater like Innova or equivalent on need basis (as mentioned elsewhere in tender document)  
**\*\*Only one vehicle will be hired for a working day(any one of 5/7 seater type)**
  - (ii) \* Estimated cost of work: Rs. 3.0 Lakh/-
  - (iii) Earnest Money Deposit: Rs. 3000/-
  - (iv) Tenure of hiring vehicle: 3 years

**\* Indicated estimated cost is for one year only.**
3. **Earnest Money** : (As described above in Sl.-02 ) Earnest Money along with the tender is to be deposited in the form of A/c. Payee Bank demand Draft in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad**. For successful tenderer EMD (converted into security deposit) shall be released after successful completion of the contract period of 3 years. For all other unsuccessful tenderers the deposit will be released (without interest) after finalization of work order at our end. EMD shall be forfeited if any of the tenderers withdraw their offer before finalization of the tender or fails to submit acceptance letter within 15 days from the date of work order.
4. **Cost of Tender Paper** : Rs. 250.00 (Rupees Two hundred Fifty) only either in cash at cash counter of CMPDI, RI-II ,Dhanbad or in the form of a crossed demand draft drawn in **favour of CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad** (Non refundable).
5. **Date of sale of tender paper** : From 01.04.2016 to 21.04.2016 10AM to 1 PM on any working day)
6. **Place of sale and receipt of Tender document** : Office of the HOD (E&M), CMPDI, RI-II
7. **Date and time of submission of Tender** : On 22.04.2016 to 3-30 PM
8. **Date and Place of opening of tender ( part-I)** : On 22.04.2016 at 4.00 PM at the Office of HOD (E&M), CMPDI, RI-II
9. **Down loading** : The tender document can be down loaded from the CMPDI, website <http://www.cmpdi.co.in> and <http://www.tenders.gov.in>. In case of down loading the tender document, the tender document cost shall be paid in the

Tender Document of NIT for Hiring of Vehicle on “As and when required basis”

form of a crossed demand draft drawn in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at Dhanbad. This shall be kept in separate envelope mentioning, “The Cost of tender”. The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

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

Yours faithfully,

Smt. L. Ghosh Biswas,  
Dy. GM (E&M)  
CMPDI, RI-II, Dhanbad

**Copy to: -**

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

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

**TENDER DOCUMENT**

Sealed tenders are invited from Reputed Companies/Firms/Agencies authorised to provide vehicles on Hiring basis (As and when required basis) with valid taxi/commercial permit of Jharkhand for the use of CMPDI, RI-II, Koyla Bhawan complex, Koylanagar, Dhanbad .

**INSTRUCTIONS TO BIDDERS**

**Definitions**

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

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

**ELIGIBILITY CRITERIA**

The bidders should either own in their own name or in the name of entity bidding (agency/company/firm) for this contract, at least two vehicles of any type (as mentioned in ANNEXURE-II, Schedule of requirement of NIT) .

The bidders will have to submit self attested copies of :

- \* Certificate of Service Tax Registration and PAN card.
- \* Owner Book of Vehicles (at least for two nos. of vehicles of any type described above)
- \* Commercial tax clearance (for the offered vehicles)
- \* Copy of Income Tax return filled by agency/sole proprietor shall be provided along with the technical bid

Selected bidders will be given 30 days time from issue of award letter to meet the above requirements, failing to do so, the EMD amount shall liable to be forfeited. If the bidder chooses that after selection he will submit some or all the documents listed above within 30 days time, then a letter to this effect along with declaration has to be submitted, failing to do so his EMD amount can be forfeited by CMPDI.

Tender Document of NIT for Hiring of Vehicle on “As and when required basis”

The earnest money deposit (EMD) is worth **Rs.3,000 (Rupees Three Thousand only)** and is required to be deposited in Envelope-‘A’ along with the submission of tender in the form of a demand draft as described in the Tender Document.

The offer should be submitted in two separate sealed envelopes; "Envelope-A" (Pre-qualification Bid) and "Envelope-B" (Financial Bid). The party shall also return the tender document duly signed and stamped along with its offer in Envelope-A. Both the Envelopes ‘A’ & ‘B’ are to be enclosed in another separate sealed envelope super-scribing” TENDER FOR HIRING OF VEHICLES ON AS AND WHEN REQUIRED BASIS”

All the provisions, instructions and terms & conditions mentioned in this tender document shall be binding on the bidders. In case the lowest bidder, duly approved by the competent authority, refuses to sign the agreement with CMPDI under the Terms & Conditions of this contract, the EMD shall be forfeited. CMPDI reserves the right to:

- accept or reject any/all offers, without assigning any reasons thereof.
- accept or reject any or all the bids in part or in full irrespective of their being the lowest without assigning any reason.
- extend the date of submission of the tender.

Bidders are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

## **INSTRUCTIONS TO THE BIDDERS AND TERMS & CONDITIONS GOVERNING THIS CONTRACT**

### **1. Preamble**

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

- a) Vehicles should be registered as commercial vehicle.
- b) The year of manufacture & registration should not be older than year 2013.
- c) The agency/owner of the vehicles should be registered for deployment of their vehicles for commercial purpose by the appropriate registering authority with PAN Number and service tax code.
- d) The owner should follow all the statutory provisions as per DTO and other agencies involved for the purpose.

### **2. Scope of work**

2.1 It is proposed to hire ONE(1) no. commercial vehicle for use of Central Mine Planning and Design Institute Limited, Regional Institute, Dhanbad on “As and When Required” basis for a period of **three years**.

2.2 The hired vehicle have to ply as per the direction given by the user. Normally the vehicle will ply in local areas adjacent to Dhanbad and Jharkhand. In addition to this, the vehicle may also be used for outstation duty.

2.3 The agency should provide the vehicle in good condition along with responsible driver of adequate experience, with adequate fuel, and will be responsible for its proper operations and maintenance. Vehicle may be requisitioned one day earlier or even on the same day. Vehicle may be asked to be deployed at any time and at any place immediately as per direction of the company.

2.4 Requisition and cancellation of the vehicle shall be done telephonically.

2.5 The agency will ensure that the vehicle should report as per requirement within the stipulated time on every occasion, In case of breakdown of the vehicle hired, another similar vehicle in good condition will be provided immediately by the agency at no extra cost.

2.6 CMPDI shall not be responsible for any loss or damage to the vehicle & the person engaged by the contractor.

### 3. TENURE OF THE CONTRACT

3.1 The contract shall be awarded for a period of **three years** from the date of commencement of contract.

3.2 It is obligatory on the part of the agency to continue the work at the rates prevailing till the last date of the contract.

3.3 CMPDI reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. In the event the contract is terminated by CMPDI before the completion of the initial period of **three years** for reasons of unsatisfactory performance or breach of contractual conditions, the Security Deposit of the contractor shall be liable to be forfeited.

### 4. ELIGIBILITY CRITERIA

4.1 The bidders should either own, in their own name or in the name of entity bidding for this contract, at least two vehicles of both type (as mentioned in the tender document) for submitting their quotation.

4.2 The tender must be accompanied by the following documents towards **pre qualification bid** sealed in **Envelope “A”** failing which the bid will be deemed ineligible and technically invalid:

**4.2.1 Copy of the following documents duly self-attested (documents to be furnished IN envelope-I, i.e. part-I)**

- a) Certificate of Service Tax Registration
- b) Ownership documents of vehicles.
- c) Agreement with other vehicle owners whose vehicles are proposed for hiring, if any.
- d) Commercial tax clearance of the offered vehicles
- e) Valid third party insurance of the offered vehicles
- f) Documents regarding all the statutory provisions as per DTO and other agencies involved for the Purpose
- g) Pan Card
- h) minimum three years of experience in similar line of business for hiring of vehicles . Experience certificates from the present/past clients shall be enclosed in this regard.
- i) Copy of Income Tax return filled by agency/sole proprietor shall be provided along with the technical bid

**4.2.2 EMD of Rs.3,000 (Rupees Three Thousand only)** mentioned below in Para 5.

**4.2.3 Tender document duly signed and stamped.** Each page of the tender document should be signed and dated by the bidders or such person(s) on his behalf as is legally authorized to sign for and on his behalf.

4.3 The tender must also be accompanied by filled-in Annexure-II towards **financial bid** sealed in **Envelope “B”** failing which the bid will be deemed ineligible and commercially invalid.

4.4 Sealed Envelopes ‘A’ & ‘B’ are to be kept in another envelope which is also sealed and super-scribed “TENDER FOR HIRING OF VEHICLES ON AS AND WHEN REQUIRED BASIS”.

## 5. EARNEST MONEY DEPOSIT (EMD)

Bidders are required to submit the EMD of **Rs.3,000 (Rupees Three Thousand only)** in the form of a crossed Demand Draft drawn on any Nationalized / Scheduled commercial bank in favour of **CMPDI, Regional Institute, Dhanbad** payable at **Dhanbad**. and valid for a minimum period of three months from the date of issue. Tenders received without EMD shall not be considered. This amount of EMD will be refunded to the non-successful bidders within **30** days of finalization of the contract. No interest shall be allowed on the earnest money deposited.

## 6. SECURITY DEPOSIT

6.1 The EMD of the lowest bidders will be converted into security deposit towards performance and will be retained for the entire contract period. Security deposits will be refunded after satisfactory completion of the contract period. No interest shall be payable by CMPDI on the security deposits.

6.2 95% payment of the monthly bill will be released by the paying authority and 5% of the monthly bill will be held back for a period of **one year** as part of security deposit which will be released (without interest) after expiry of contract period (3 years) on satisfactory performance of work by the party.

6.3 Whole or any part of the security deposit of the contractors will be forfeited if any financial loss occurs to CMPDI due to non-fulfillment of the terms & conditions.

## 7.0 REFUND OF SECURITY DEPOSIT

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

## 8. COMPLETION / SUBMISSION OF TENDER DOCUMENT

8.1 Bidders may also download the tender document from our web site ([www.cmpdi.co.in](http://www.cmpdi.co.in)) and same may be submitted along with the cost of tender document (Rs.250/- only) by way of crossed Demand Draft drawn on any Nationalized / Scheduled commercial bank in favour of "Central Mine Planning and Design Institute Limited" payable at Dhanbad and valid for a minimum period of three months from the date of issue.

8.2 Incomplete or conditional tenders or tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be authenticated by full signature of the bidder with date.

8.3 The tender form complete in all respects should be placed in a sealed envelope super-scribing "**TENDER FOR HIRING OF VEHICLES ON AS AND WHEN REQUIRED BASIS**". The tenders duly completed must reach the office the Office of HOD (E&M), CMPDI, RI-II of **THE Dy G.M. (E&M), CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, KOYLA BHAWAN, KOYLA NAGAR, DHANBAD-826005** before **15:30 hrs** on or before **as per Tender Notice**. The responsibility to ensure reaching of the completed tender forms at the above address shall be that of the bidder. Any offer received after the above date & time shall be considered to be a delayed/late tender and will be rejected. The part 1 of the tenders, i.e. "Envelope- A" containing tender form duly signed and stamped on each page and pre-qualification bid will only be opened on the same day at **16:00 hours**. The bidders may be present at the time of tender opening. The representative of

Tender Document of NIT for Hiring of Vehicle on "As and when required basis"

the Agencies coming to attend the tender opening should produce authorisation letter along with their Signature duly attested by the tenderer failing which, they will not be allowed to participate in the tender opening.

8.4 The pre-qualification bids will be evaluated as per the criteria laid down by CMPDI to determine the suitability of the bidders. The part 2 of the tenders, i.e. "Envelop- B" containing "Financial Bids" of only those bidders who qualify after consideration of the "Pre-Qualification bids" will be opened on a later date and time, which will be communicated to the qualified bidders.

## **9. VALIDITY OF OFFER**

9.1 The offer shall remain valid for a period of not less than 180 days from the last date of submission.

9.2 It shall be understood that the tender document has been issued to the bidder, and the bidder is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CMPDI. Should the bidder fail to observe or comply with the said stipulation by way of failure to execute an agreement or bidder modifying / withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the EMD amount shall liable to be forfeited.

## **10. SCHEDULE OF RATES**

10.1 The vehicle shall generally be required for movement in the state of Jharkhand. However, if necessary, the vehicle shall be engaged for outside Jharkhand also.

10.2 The commercial vehicle offered should be of **diesel version**.

10.3 The fuel required for the vehicle shall be supplied by the bidder for all types of booking. The cost of fuel required for the vehicle will be reimbursed by CMPDI as per market rate (ordinary rate only) of oil PSU companies applicable in Dhanbad.

To workout the payment towards the cost of fuel, total km run by the vehicle shall be as per odometer reading. The time and distance in respect of hired vehicle will commence and terminate at the CMPDI, RI-II office.

10.4 The quoted hiring rate would be inclusive of all taxes, repairs, Mobil / lubricating oil / engine oil, salary and allowances of driver (except night halt) and all other charges (including providing News Paper & Mineral Water) and except toll gate and parking fees which shall be reimbursed on submission of receipt in original duly signed by the authorized user of vehicles. The quoted rate for each vehicle should be filled in carefully by the bidder after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the bidder had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.

10.5 **The quoted rate in the price Bid should be inclusive of all taxes. Service Tax registration number, if any shall have to be provided in the offer. If exempted from service tax payment, proof shall be given along with tender. Also it should be noted that, in case of service tax exempted tenderer, service tax as applicable for service receiver under "Reverse Charge Mechanism" shall be deducted from his bill.**

10.6 Any overwriting in the quoted rate should be avoided. Rates should be quoted both in figures and words. In case there is any difference between the amount shown in "figure" & "words" then the amount shown in "words" shall be considered as the correct figure.

Tender Document of NIT for Hiring of Vehicle on "As and when required basis"



10.7 CMPDI will reimburse all expenses in case of toll receipts, parking receipts & entry tax wherever & whenever applicable.

## **11. TERMS & CONDITIONS**

11.1 The vehicles to be provided by the Agency shall be as per the specifications given in the tender notice, having the year of manufacture & registration not older than year 2013.

11.2 Acceptance of tendered rates and selection will be communicated by Telephone & Letter (Registered AD/Courier/Fax). The agency should have a provision to take the booking 24 hrs. X 7 day. In the event of failure on the part of the successful bidder to comply with the said stipulation and signing the agreement as per Annexure-I within one week, the EMD of the successful bidder shall be liable to be forfeited.

11.3 CMPDI may counter-offer the rest bidders (other than lowest bidder) to supply vehicles as & when required at L-1 rate and empanel maximum up to two more bidders in order of rate quoted (L-2, L-3, etc.) for hiring purpose, if agreed by them in writing. However the lowest bidder shall always be preferred in each case and the next empanelled bidder will be offered only if circumstance arises when the lowest bidder is not in a position to supply vehicles as demanded by CMPDI at any particular time. In this regard telephonic clarification will suffice.

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

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

11.6 One no. of current News Paper (Preferably in English) and one bottle of Mineral Water shall be provided in the vehicle, each day, before reporting to CMPDI.

11.7 The vehicle & the driver shall report in time at the designated place as informed.

11.8 The age of driver to be employed by the agency shall not be more than 60 years. The agency should have adequate number of drivers having experience of driving in Dhanbad and surrounding states. The driver shall possess a valid driving License, mobile phone, white uniform, should be well behaved and punctual. The Contractor shall be required to change/replace the driver in case not found suitable.

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

11.10 There shall be no increase in the contract rate of the vehicle during the entire period of the contract for the initial period of three years or till the completion of the new contract, whichever is earlier.

11.11 It will be a condition of the contract, if finalized that all through the rate of the said contract, the rate of which the service will be given shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you Shall promptly supply such information to enable the company to amend the awarded rate for subsequent service.

11.12 The Contractor shall be required to comply with rules & regulations and laws etc. of the Central Govt., State Govt. or of any competent statutory authority, applicable to the vehicle or the driver employed for the above work.

11.13 The Contractor shall fully indemnify CMPDI against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of

the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.

11.14 Either the officials of CMPDI or the representative of CMPDI traveling in the vehicle shall, in no way, be responsible for any accident or mishap occurring to the vehicle/driver or any claim arising out of the same.

11.15 CMPDI will not be liable for any act of the contractor which does not arise out of this contract.

11.16 Vehicle to be provided by the contractor should in perfectly sound working condition and suitable for use of officer.

11.17 The agency should ensure that the drivers employed hold valid driving license, are well behaved, having communication skill local & Hindi/English, Conversant with traffic rules/regulations and city road/routes as well as security instructions.

11.18 Drivers shall carry their own lunch/tiffin as per the requirement. Drivers will not be allowed to go for lunch/tea/tiffin in course of performance of duty. No running of hired vehicle shall be allowed for movement of drivers for the proposed stated above. The Kms run, if any, other than for use by CMPDI, RI-II representatives shall not be considered for payment.

11.19 The time and distance in respect of hired vehicle will commence and terminate at the CMPDI, RI-II office.

11.20 No payment shall be made to the agency by CMPDI, RI-II for those days, where proper entry, duly authenticated by CMPDI, RI-II representatives is not found in the Log book.

11.21 The operator/ Agency shall quote the fixed rate per day for both types of vehicles (as mentioned in ANNEXURE-II, schedule of requirement/ price bid format) and also specify fuel consumption per litre for each category of vehicles.

11.22 Neat and clean white towel is necessary on the vehicle.

11.23 **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT JURISDICTION ONLY.**

## **12. PENALTY & TERMINATION OF CONTRACT**

The agency shall have to provide the vehicle even at short notice at place and time of reporting as advised/communicated by the VIC/authorised person of CMPDI, RI-II

The penal provision for delayed reporting as under:

- a) 25% of fixed hire charges for the day shall be deducted when there is delay in reporting of vehicle beyond the reporting time specified by the concerned person up to one hour.
- b) For delay beyond one hour in specified reporting time, CMPDI, RI-II shall be at liberty to engage the vehicle for the day from some other agency. Any extra charges incurred by CMPDI, RI-II beyond normal contracted rate with the agency shall be recovered from the monthly bill of the agency in addition to 25% of the fixed hire charges specified in (a) above.
- c) If the incidence of delayed reporting is repeated more than two times in a month, CMPDI, RI-II shall be at liberty to terminate the contract.

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

## **13. PAYMENTS**

13.1 Payments for each spell of hiring will be made to the Contractor on receipt of bills in duplicate, from the Contractor along with Duty Slip / Trip Sheet / Log Book duly certified by the users. Normally the payments would be made within 21 days of submission of bills. However, no

interest shall be payable to the Contractor if the payment is not made within the stipulated period for reasons beyond our control.

**13.2 Except the agreed rate of hire, fuel charges, night halt, toll gate charge, entry tax, parking charge and service tax, no** other charges whatsoever will be paid by CMPDI.

Note: 95% payment of the monthly bill be released by the paying authority and 5% of the monthly bill will be held back for a period of **one year** in the nature of security deposit which will be released (without interest) after expiry of contract period (3 years) on satisfactory performance of work by the party.

FOR AND BEHALF OF CMPDIL.

**ALL THE TERMS AND CONDITIONS LISTED FROM PARA 2 TO 13 ALONGWITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.**

## ANNEXURE I

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

Contract Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ an agreement made this \_\_\_\_\_ date \_\_\_\_\_ Two Thousand Sixteen between the HOD(E&M),CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD REGIONAL INSTITUTE-II, KOYLA BHAWAN COMPLEX, KOYLANAGAR DHANBAD – 826005 (hereinafter called CMPDI) on the one part and \_\_\_\_\_ carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called the Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of hiring of vehicles on “As and When Required “ basis at the rates and under the conditions specified in the tender document. In consideration of the payment to be made by CMPDI, the **Contractor** shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CMPDI and will perform the services in accordance with the Terms and Conditions of the contract with effect from \_\_\_\_\_ day of \_\_\_\_\_ 2016 up to \_\_\_\_\_ day of \_\_\_\_\_ 2019 and will observe, fulfill and honour all the conditions therein mentioned(which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CMPDI hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, CMPDI will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof Signature of Bidder Page- 15 at the rates specified in this tender document. In witness whereof the said contractors have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
FOR AND ON BEHALF OF CMPDI

WITNESSES

1. ....  
2. ....

1. ....  
2. ....

**Rate bid Format (to be closed in a separate sealed envelope marked as part-II)**

**ANNEXURE II**

Tender Document of NIT for Hiring of Vehicle on “As and when required basis”

**Schedule of Requirement**

To,

HOD (E&M)

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

Dear Sir,

**Sub: OFFER FOR HIRING OF VEHICLES ON “AS AND WHEN REQUIRED”BASIS**

**FINANCIAL BID**

With reference to your tender enquiry, we submit our offers as under:

**Part-A**

| Sl.<br>No. | Description                                       | Bolero/Xylo/Sumo or equivalent | Innova or equivalent |
|------------|---|--------------------------------|----------------------|
| 1          | Fixed daily rental for 12 hrs a day               |                                |                      |
| 2          | Extra Rental charges per hour beyond 12 hrs a day |                                |                      |
| 3          | Outstation Night Halt charges for one night       |                                |                      |

**Part-B**

| Sl.<br>No. | Description          | Bolero/Xylo/Sumo or equivalent<br><br>(in Km per Litre to be quoted in words and figures) | Innova or equivalent<br><br>(in Km per Litre to be quoted in words and figures) |
|------------|----------------------|---|---|
| 1          | Mileage in Kms Litre |   |   |

**Note:**

1. L1 agency shall be determined based on rate quoted in Sl. No. -1 of part-A and monetary value of oil consumption as per the quoted mileage in Kms/ Litre assuming average running of 100 Kms per day. For evaluation of tender, Simple average of diesel rate prevailing in Dhanbad on the first and last days of last month shall be considered for the purpose of determining L1 agency.

2. L1 agency shall be determined separately for each of the two category of vehicles(non AC rate will be applicable).

3. Rate must be quoted clear and legible, both in words and figures. In case of any discrepancy between figures and words, the rate quoted in words shall prevail.

**ALL THE TERMS AND CONDITIONS LISTED IN THE TENDER DOCUMENT HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.**

Yours faithfully,

Date:

(Signature & Seal of Bidder)

Name of the Bidder:

Address for correspondence:

(with Mobile Nos.)

FAX No. :

e-mail :

#### **CHECK LIST**

**(To be checked before submitting Tender Document)**

Tender Document of NIT for Hiring of Vehicle on “As and when required basis”

## **MAKE SURE THAT**

### **I. Envelope-‘A’ contains:**

I.1 Crossed Demand Draft for Rs.250/- (Rupees Two Hundred Fifty only) drawn on any Nationalized / Scheduled commercial bank in favour of **CMPDI, Regional Institute, Dhanbad** payable at **Dhanbad**. and valid for a minimum period of three months from the date of issue [ To be put only in case the Tender Document has been downloaded from the web-site of CMPDI ].

I.2 Tender document is duly signed and stamped. Each page of the tender document should be signed and dated by the bidders or such person(s) on his behalf as is legally authorized to sign for and on his behalf.

I.3 EMD of **Rs.3,000 (Rupees Three Thousand only)** in the form of a crossed Demand Draft drawn on any Nationalized / Scheduled commercial bank in favour of **CMPDI, Regional Institute, Dhanbad** on any scheduled bank payable at **Dhanbad**. Valid for a minimum period of three months from the date of issue.

I.4 self-attested copies of:

I.4.1 Certificate of Service Tax Registration with PAN No.

I.4.2 Owner Book of Vehicles (at least for two nos. of vehicles of both type as mentioned in the tender of Annexure-II)

**OR**

If the bidders wish to offer vehicles of other owners, copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring, should be enclosed (at least for two nos. of vehicles of each type)

I.4.3 Commercial tax clearance (for the offered vehicles)

I.4.4 Valid third party insurance (for the offered vehicles)

I.4.5 Documents regarding all the statutory provisions as per DTO and other agencies involved for the purpose

I.4.6 minimum three years of experience in similar line of business for hiring of vehicles. Experience certificates from the present/past clients shall be enclosed in this regard.

I.4.7 If the bidder chooses that after selection he will submit some or all the documents listed in the item I.4 above within 30 days time, then a letter to this effect along with declaration that failing to do so his EMD amount can be forfeited by CMPDI.

I.4.8 Copy of Income Tax return filled by agency

I.6 Envelope-‘A’ is properly sealed.

### **II. Envelope-‘B’ contains:**

II.1 Annexure – II duly filled in and signed.

II.2 Envelope-‘B’ is properly sealed.

**III. Sealed Envelopes ‘A’ & ‘B’ are kept in another envelope which is also sealed and super-scribed” TENDER FOR HIRING OF VEHICLES ON AS AND WHEN REQUIRED BASIS”.**

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