



सीएमपीडीआई
cmpdi

A Mini Ratna Company

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

TENDER DOCUMENT

FOR

HIRING OF TWO NOS. OF COVERED DIESEL CARS FOR RI-6,
CMPDI



August, 2016

Central Mine Planning And Design Institute Ltd.

(A Subsidiary of Coal India Ltd.)

Regional Institute-6, Jayant

Singrauli – 486 890 (Madhya Pradesh)

SECTION -1

TENDER NOTICE

e - TENDER NOTICE

FOR THE WORK

Tenders are invited from reputed, experienced and resourceful Firms/ Individuals for hiring of two nos. of covered diesel Car with seating capacity not less than 4+1 (Maruti/TATA or equivalent of reputed make) registered in MP with valid taxi permit of MP, UP & Jharkhand state in excellent running condition with driver having valid license for hiring at CMPDI, Regional Institute-6, Jayant.

TENDER NOTICE NO. : CMPDI/RI-6/ENM/Car Hiring/2016-17/194
/07/2016

DATE: 17/08/2016

1. Tenders are invited on-line on the website <http://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	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In Days)
Hiring of two (02) nos. covered diesel Car minimum 4+1 seater in excellent running condition (Maruti/TATA or equivalent of reputed make) on 12 hours/ day basis registered in MP with valid MP, UP & Jharkhand taxi commercial permit and should not be older than 2013 on daily rental basis for 12 months (365 days) to be deployed at CMPDI, Regional Institute-6, Jayant for day to day office work with driver having valid driving licence.	592500.00	5930.00	0.00	365

2. Time Schedule of Tender:

Sl.No.	Particulars	Date	Time
a.	Tender Publication date	Date and Time as mentioned in the website	
b.	Document download start date		
c..	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i.	Part-I Opening date		

For details of qualification requirements, bid security and complete tender document, visit our website www.cmpdi.co.in. or <http://eprocure.gov.in/cppp> Detailed tender notice is available at <https://coalindiatenders.gov.in>

NOTE:

1. End user portal agreement of CIL is applicable for CMPDI also.
2. There is no application fee.
3. The price quoted by the bidder shall be firm and fixed for the duration of the contract and shall not be subject to variation on any account except to the extent variations allowed as per the conditions of the contract of the bidding document

Distribution:

1. Regional Director, CMPDI, RI-6, Jayant – for kind information.
2. Regional Director, CMPDI, RI-1,2,3,4,5,7- with a request to kindly display on Notice Board.
3. HOD (Finance), CMPDI, RI-6, Jayant.
4. Officer-in-Charge, CMPDI Exploration Camp, Singrauli- with a request to kindly display on Notice Board.
5. RD Secretariat, RI-6 with a request to kindly display on Notice board at CMPDI, RI-6, Jayant and Civil & Electrical Maint. Office, CMPDI Colony.
6. Secy. to GM (E&M), NCL (HQ), Singrauli- with a request to kindly display on Notice Board.
7. Staff Officer (E&M), NCL Projects: Amlohri, Nigahi, CWS (Jayant), Jayant, Dudhichua, Khadia, Bina, Kakri, Block-B & Jhingurdah - with a request to kindly display on Notice Board.
8. Tender Committee Members.
9. Vigilance officer, CMPDI, RI-6, Jayant
10. HOD (e-Procurement & Contract Management Cell), CMPDI (HQ), Ranchi.

DETAILED TENDER NOTICE

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
Regional Institute-6, Jayant, Singrauli-486890
Madhya Pradesh, India

DETAILED E -TENDER NOTICE
FOR THE WORK

Tenders are invited from reputed, experienced and resourceful Firms/ Individuals for hiring of two nos. of covered diesel Car with seating capacity not less than 4+1 (Maruti/TATA or equivalent of reputed make) registered in MP with valid taxi permit of MP, UP & Jharkhand state in excellent running condition with driver having valid license for hiring at CMPDI, Regional Institute-6, Jayant.

Contact No: Ph.: 07805-222801, FAX: 07805-222330

CMPDI/RI-6/E&M/Car Hiring/2016-17/194

DATE: 17/08/2016

1. Tenders are invited on-line on the website <http://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:

Brief Scope of Work:

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In days)
Hiring of two (02) nos. covered diesel Car minimum 4+1 seater in excellent running condition (Maruti/TATA or equivalent of reputed make) on 12 hours/ day basis registered in MP with valid MP, UP & Jharkhand taxi commercial permit and should not be older than, 2013 on daily rental basis for 12 months (365 days) to be deployed at CMPDI, Regional Institute-6, Jayant for day to day office work with driver having valid driving licence.	592500.00	5930.00	0.00	365

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Sl. No.	Particulars	Date	Time (IST)
a.	Tender Publication Date	Date and Time as mentioned in the website	
b.	Document download Start Date		
c..	Document download End Date		
d.	Bid Submission Start Date		
e.	Bid Submission End Date		
f.	Start Date for seeking Clarification on-line		
g.	Last Date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i	Bid Opening Date		

3. Deposit of Earnest Money: ₹ 5930.00 (INR Five Thousand Nine Hundred and Thirty only) The bidder will have an option for submitting EMD through either ONLINE mode or through NEFT/RTGS. In online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the challans generated by system on e-procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL Bank account and the information flows from Bank to e-procurement system.

Refund of EMD

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where 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 tender.

The EMD of successful bidder (after award of contract) will be retained by CMPDI and released after submission of the security deposit in case of all tenders related to procurement of goods. In cases of tenders related to works and services, the EMD of successful bidder will be retained by CMPDI and adjusted against performance security deposit. However, EMD deposit by the L-1 bidder in the form of Bank Guarantee will be discharged when the bidder furnishes the required performance security deposit and the signs the agreement.

- 4. Availability of Tender Documents:** Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice shall be available at websites www.cmpdi.co.in or <http://eprocure.gov.in/cppp>.
- 5. 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.
- 6.** 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.
- 7. Pre-Bid Meeting:** Not applicable.

8. General Instructions for Submission of Tender: A bidder should strictly comply with the following instructions:

- (a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.
- (b) Two Parts of the bid should contain the details as follows: -

Part-I: Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT at Clause no. 22.

Part-II: Prices, only in the Excel format, as indicated in the Tender Document.

9. 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.10 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 with 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. Pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The 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 Partner.
- 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 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.

10. Eligibility Criteria:

A. Work Experience

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

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

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

OR

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

In case, the bidder/Owner do not possess the requisite fleet of (tendered quantity of vehicles), then Either Copy of the Hiring Agreement executed with the owner of the vehicle/s proposed to be deployed for this work is to be furnished (Hiring agreement should contain the reference of NIT No. & date)

AND/OR

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

2. The bidder should be either registered for Service Tax under “Rent-A-Cab Scheme Operator’s Service” OR should have exemption from Service Tax Registration and/or payment of service tax as per service tax rules. This has to be submitted in the form of certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.
3. 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 (Providing hired or passenger vehicles of commercial category) valuing 65 % of the annualized estimated cost of the work put to tender (for a period of completion over 1 year) / 65 % of estimated cost of the work (for completion period up to one year) put to tender in any year (consecutive 365 days) during last 7 years ending last day of month previous to one in which bid applications are invited.

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

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

Meaning of Similar Work:

In case of hiring of LMVs/buses/ambulances/pick up van/utility van etc, similar nature of work mean: **Providing of hired Taxies/Ambulances/ passenger vehicles/ pickup van/ utility van etc of all categories in Govt./ PSU Organization or any reputed Private Organization OR Any work of public conveyance on permit basis”**

In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

- i. Start date of the year for which work experience of bidders 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
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

The above qualification criteria shall be fulfilled by JV in the following manner:
The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:

- i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender:

- i) Any one partner can match the above requirement.

Or

- ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-

- i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have:

i) More than 50 (fifty) % share in J.V.

And

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

Financial Turn-over:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as ‘Zero’ and the average annual financial turnover shall be calculated accordingly.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

Financial turnover shall be given simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days/365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

B. Working Capital

Evidence of possessing adequate working capital (at least 20% of the “annualized value or 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 this 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 practicing Chartered Accountants (CA)/CA Firm.
- iv. Membership Number of practicing Chartered Accountant (CA) who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate
- vi. In case the bidder is joint venture, the working capital of individual partners of the JV will be added together for 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 practicing Chartered Accountant (CA) is greater than or equal to the minimum requirement.

C. Fleet Requirement: The bidder is required to give an undertaking in the form of an affidavit in the prescribed format to deploy matching vehicles as per NIT either owned, hired or newly purchased.

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, hired or newly purchased.

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory documents)

An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased.

D. Permanent Account Number(PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

Data to be furnished by Bidder on-line:

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India in the form of Yes / No

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory documents)

PAN CARD of the bidder.

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

E. Service tax registration certificate:

The bidder should possess a service tax registration certificate issued by Govt. Dept of any Indian state OR should have exemption from Service Tax Registration and/or payment of service tax as per service tax rules. This has to be submitted in the form of certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of Service Tax registration certificate issued by Sales Tax/ Service Tax Department of any Indian state/ exemption from Service Tax Registration and/or payment of service tax as per service tax rules in the form of Yes / No

F. An Affidavit:

An Affidavit on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents **uploaded** by him on line in support of his eligibility, as per the format given in the bid document at Section – 3.

G. Legal Status of the bidder:

Any one of the following documents:

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.

H. Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

I. Banning:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been

banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, 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.

11. Methodology of Submission Of Bid And Its Evaluation:

All the bids are to be submitted online and on the website <https://coalindiatenders.gov.in>. No bid shall be accepted offline.

- a. The bidder should strictly comply with following instructions:
 - i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I, OID and cover-II.
 - ii. Two parts of the bid should contain the details as follows:

Part-I/covers-I:

Letter of Bid

Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at Clause No.9 & 10 including necessary scanned documents as elaborated there.

Part II/covers-II: Prices only in the Excel format as indicated in the Bid document.

- b. 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.
- c. 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.

- d. General **Technical Evaluation:** The bidder has to fulfil/comply to all the terms of ‘General Technical Evaluation’ (GTE).
- e. **Letter of Bid:** The format of Letter Of Bid (LOB) (as given in the NIT at section 3 will be downloaded by the bidder and **will be printed/typed on their letter head**. The scanned copy of this document will be uploaded by the bidder during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

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.

f. **Confirmatory Documents**: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her bid (Refer Table at Clause No 22 below. 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.

g. **Price bid (Part – II)**:

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 items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The price bid will be in Item Wise Rate format bidder will have to quote for all /any item(s) and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

Any alteration/ modification in the excel format may lead to rejection of the bid.

Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Tenderer / Service Provider will be reimbursed on production of documentary evidence towards payment of such Service Tax to the Government Exchequer.

The Tenderer (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him / them. Such bills should necessarily contain Contractor's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challans should have to be submitted for separate services with specific mention of the services rendered to the CMPDI.

The bidder should submit a declaration that "they are not claiming any CENVAT credit against service tax on hiring of vehicles to RI-VI, CMPDI.

In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by CMPDI.

h. Cost of Bidding:

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

i. Clarification of Bid:

The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications given by Department will be visible to all the Bidders intending to participate in the tender. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification by Bidders / the last date of giving clarification on-line will be as per the TIME SCHEDULE OF TENDER as available on the website: <http://coalindiatenders.gov.in>. No other mode of seeking clarification shall be entertained.

j. Modification / Withdrawal of Bid:

Modification of the submitted bid shall be allowed online 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 submission. Modification/ withdrawal of the bid is **not permitted** after bid opening.

- 12.** All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.
- 13. 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.
- 14.** 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.

15. 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.

16. Opening of bids:

- i. If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days.
 - ii. In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 38. If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.
 - iii. Tender [**Cover-I** (Technical-bid) and **Cover-II** (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.
 - iv. The e-Procurement system will evaluate the Technical bids (GTE & TPS) automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
 - v. After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System.
- 17.** 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.

18. 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/Evaluator.
- 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.

- 19.** The supporting documents only of the L-1 bidder will be downloaded for evaluation by the Tender Inviting Authority/Evaluator.

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 10 days (10 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 10 days. If the L-1 bidder fails to submit the specified document/s in 10 (ten) days, 10 more days (10 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.

- 20.** 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.

In case none of the bidders complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

- 21.** The following penalties shall be imposed on the defaulting bidders:

Sl.	Situation	Penal Provisions
i)	L-1 bidder is a defaulter.	100% of EMD amount or ₹1.00 Lakh whichever is lower, is forfeited.
ii)	Failure to submit offline EMD in the form of B.G.	In case of failure to submit original BG (offline submission of EMD) within 7 days, bidder will be debarred for 1 Year.
iii)	L-1 bidder happens to be defaulter in 2 tenders issued by the same Tender Inviting Authority within a span of 1 year.	If the bidder defaults in two tenders under same Tender Inviting Authority in a span of one year, 100% of EMD amount of 2nd tender, is forfeited.

Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

22. 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 online	Scanned copy of documents (self-attested and attested by notary public) to be uploaded in support of information/declaration furnished online by the bidder against Eligibility Criteria as CONFIRMATORY DOCUMENT

1	The 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 (Providing hired or passenger vehicles of commercial category) valuing 65 % of the annualized estimated cost of the work put to tender (for a period of completion over 1 year) / 65 % of estimated cost of the work (for completion period up to one year) put to tender in any year (consecutive 365 days) during last 7 years ending last day of month previous to one in which bid applications are invited.	1. Start date of the year for which work experience of bidders to be considered for eligibility. 2. Start date & end date of each qualifying experience (similar nature) 3. Work Order Number/Agreement Number of each experience 4. Name & address of Employer/Work Order Issuing authority of each experience 5. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium). 6. Executed Value of work against each experience	For work experience the bidders are required to submit satisfactory Work Completion/Executed Certificate (includes completed/ ongoing works ie rental charges - all expenses and taxes but excluding service tax & fuel charges) issued by the employer against the experience of similar work containing all the information as sought online. Work order, BOQ and/or TDS may be sought during clarifications or along with deficient documents. In case of bidder running passenger vehicles / goods carrier on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles / goods carrier, duly certified by a Chartered Accountant along with audited Profit and Loss Account and Balance Sheet. In case of JV, above documents of partner(s).
2	The Availability	1. Amount of available working	Certificate of Working Capital

	of Working Capital Evidence of possessing adequate working capital (at least 20% of the annualized value of the estimated value of the quoted 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 this tender	capital inclusive of lines of credit and availability of other financial resources. 2. Date on which the bidder possesses the required working capital 3. Name of the practicing Chartered Accountants (CA)/CA Firm. 4. Membership Number of practicing Chartered Accountant (CA) who certifies the bidder's working capital on a particular date. 5. Date of Issue of Certificate	issued by a Practicing Chartered Accountants of India containing the information as furnished by the bidder on-line. In case of JV, above documents of partner(s).
3	Fleet Requirement The bidder is required to give an undertaking in the form of an affidavit in the prescribed format to deploy matching vehicles as per NIT either owned, hired or newly purchased.	Confirmation in the form of Yes/No	An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased.
4	Legal Status of the bidder:	Confirmation in the form of Yes/No for possessing the supporting documents	Any one of the following documents: 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.
5	Service tax registration/ Exemption from Service Tax (Ref. Clause No.10.A.2)	Confirmation in the form of Yes/No for possessing the supporting documents	Certification of registration for service tax with appropriate authority. / or exemption from Service Tax certificate from a practicing Chartered Accountant
6	Valid Permanent Account Number	Confirmation in the form of Yes/No for possessing the supporting documents	PAN card issued by Income Tax department, Govt.of India (In case of JV, PAN card for each individual partner of JV)
7	Valid Digital Signature Certificate (DSC)	Confirmation in the form of Yes/No for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required .However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder as per Annexure VI of NIT.
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-I		
9	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 documents 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. 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.

24. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

25. Currencies of Bid and Payment:

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

26. 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.

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.38 (Modification and Withdrawal of Bid) of NIT.

27. 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.

28. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

29. Subletting/Sub-vending:

Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted.

30. 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.

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.

31. Refund of EMD: The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in E-tender Notice and in the form as deliberated at Cl.3, Sec.1 of E-tender Notice.

1. Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Employer as non-responsive.

2. The Bid Security/EMD of the unsuccessful bidder shall become refundable, if there is no case of forfeiture, who have not emerged as L-1 bidder.

3. The bid security/EMD, (submitted in the form of Electronic Fund Transfer) of successful Bidder will be retained till expiry of the contract and will not carry any interest and will be refunded after completion of

the contract successfully. If the contractor failed to fulfill terms & conditions of the contract, earnest money deposit shall be forfeited.

4. The Bid Security/ EMD deposited with the Employer will not carry any interest.

32. Site Visit:

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

33. 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.

34. 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.
35. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
36. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by CMPDI prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line.

37. Validity of offer:

The validity period of the tenders shall be 120 (One Hundred 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 : 38 (Modification and Withdrawal of Bid) of NIT.

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

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDI. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 one year from participating in tenders in CMPDI. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii) If the bidder withdrawing his bid is L-1, then re-tendering will be done.(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

- 39.** Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

40. Bid Prices:

The Bidders shall offer for the whole work based on the priced Bill of Quantities submitted by the bidder. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill-in rates and prices for all items of the work described in the Bill of Quantities. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The base diesel price will be specified in the BOQ by the company.

- 41.** All duties, taxes 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 total Bid price submitted by the Bidder. All incidental, 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.

42. 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. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company.
43. 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.
44. Service Tax applicable for this work/service will be paid by CMPDIL as per Service Tax Laws; hence the service tax applicable for this work/service should be shown separately in the BOQ/Price Bid to be quoted by the bidder.

Works/ Services for which CENVAT CREDIT is not available to the Company.

For calculation of Overall Bid Value, share of Service Tax including Swachchh Bharat Cess (SBC) required to be paid by the Bidder as well as by the CMPDIL (as per reverse charge Mechanism & status of the Bidder effective from 01.07.2012), taken by the system will be added to decide the L-1, i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders plus Service Tax including Swachchh Bharat Cess (SBC). This value of the bidder will be "the cost to Company". Then share of Service Tax including Swachchh Bharat Cess (SBC) to be deposited by CMPDIL will be deducted to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

45. In case the works / service is awarded to a joint venture participating in the tender they have 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 the Works / Service at the time execution of agreement / before the payment of first running on account bill.
46. 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.
47. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
48. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional 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.
49. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders without assigning any reasons

whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

50. Negotiations:

- 51. Negotiations will be held only if the lowest rate received is not reasonable and decision of the company regarding reasonableness of rates quoted will be final and binding on the bidders.
- 52. Work will be awarded to the lowest bidder (L-1) without post tender negotiations if the rates are reasonable
- 53. If the rates are not reasonable, negotiations with L-1 only may be undertaken to arrive at a reasonable rate.

54. Notification of Award and Signing of Agreement:

The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the Employer prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause-4 of General terms & Conditions of the tender document.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

- 55. 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.

56. Non-disclosure/ Confidentiality clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, 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.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI 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.

- 57.** The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him.

If services are not found satisfactory, CMPDI reserves the right to cancel the contract within three-months.

**HOD (E&M)
Regional Institute-6
CMPDIL, Jayant**

SECTION -2
GENERAL TERMS & CONDITIONS

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 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 E&M Department of Regional Institute – 6, Singrauli CMPDIL.
- 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.
- v) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work.
- vi) 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 wilful 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 -II). 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 Rs 250.00. 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 under the preview of CVC Circular No-4/3/07 dated: 03.03.2007 i.e. Tendering Process- Negotiation with L1.

2.4 Acceptance of Offer:

Letter of Acceptance (LOA) 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 LOA 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 totalling 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.

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

- a. Initial security to be submitted at the time of award of work and
- b. Retention money to be recovered from running bills.

Initial security will be 5% of the annualized value of contract amount and should be submitted, after adjusting the EMD, within 28 days from the date of receipt of LOA by the L1 bidder in the form given below.

- ~~A Bank guarantee in the form given in annexure I of NIT. (No bank guarantee submitted for initial security shall be accepted for amount less than 1.00 lakh only)~~
- Government securities, FDR or any other form of deposit stipulated by the owner.
- Account payee demand draft in favour of CMPDI, Regional Institute, Singrauli of any schedule bank payable at its branch at Singrauli.

The retention money i.e. 5% of the annualized value of contract will be deducted from the monthly running bills in 12 equal installments. Total initial security and retention money will not exceed 10% of the annualized value of contract amount and the same should be refunded within 21 days of the completion of hiring period/extended period/date of closure of contract.

5.0. 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 here-under, the contractor shall intimate immediately in writing to the Engineer-In- Charge.

5.3 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, proprietries, 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.

5.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both with the approval of the competent authority. 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. The Terms of extension will be detailed in the work order.

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 after certifying by HOD (E&M) or his representative, 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 no claim certificate by Regional Director or his representative.

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

The contractor shall, if required by the HOD (E&M), to him the books of accounts, papers, and relevant documents as may be necessary to enable HOD (E&M), to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

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. 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.** (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.

HOD (E&M)
Regional Institute-6
CMPDIL, Jayant

Section-3

**Formats
&
Letter of Bid**

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)
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. None of the partners of our firm is relative of employee of CMPDI.
3. All information furnished by me/us on-line in respect of fulfilments of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
5. If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/ delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

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

Signature of the Tenderer
Dated-----

Signature & Seal of Notary

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

PROFORMA 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 5% of the awarded annualized 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 –

Name _____

Signature

Address:

Occupation:

Signed by Srion behalf of

(Name of Company) in presence of -

Name:

Signature:

Address:

Occupation:

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To
Central Mine Planning & Design Institute Limited,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Regional Institute-6, Jaynat, Singrauli-486890** through Electronic Fund transfer/Internet Banking.
 (SBI-NET)

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

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

1. Name of the Party :

2. Address of the Party :

City _____ PIN Code _____
 E- Mail Id _____
 Permanent _____ Account _____ Number _____

3. 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)			

4. 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 Central Mine Planning & Design Institute 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 Authorized official from the Banks)

Format of Letter of Bid

LETTER HEAD OF BIDDER
(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF COAL INDIA)

To,
The HOD (E&M)
Central Mine Planning & Design Institute Ltd
Regional Institute – 6I
Jayant
Singrauli-486890

Sub: **Letter of Bid for** hiring of 02 Nos of covered Diesel Cars.

Ref: 1. **NIT No:**

2. **Tender Id No:** -----

Dear Sir,

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

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

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

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against RI-6, CMPDIL, Singrauli.

DSC Holder:

If the Bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the Bidder, then the scanned copy of Power of Attorney, duly notarized on a non-judicial stamp paper of 10.00 as per format given in Annexure – VI of NIT shall be uploaded along with this Letter of Bid on second page.

Yours faithfully,

(Signature of Bidder **OR**

Authorized person of Bidder **OR**

DSC Holder bidding online with authorization from Bidder)

1. Name of Authorized Signatory :

2. Type of Authorization :

3. Name of the Bidder :

4. Address :

5. e-Mail Address :

6. Mobile/Telephone Number :

7. FAX Number :

8. Place :

9. Date :

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L1 BIDDER
(For deploying matching vehicles as per NIT either owned or hired or new
purchased)**

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 or new purchased.

Signature of the Tenderer
Dated-----

Signature & Seal of Notary

ANNEXURE-VI

Format for Authorization to DSC holder bidding online on behalf of bidder

ON NON JUDICIAL STAMP PAPER OF 10.00

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

Signature Seal of the DSC Holder Authorized for online bidding on behalf of the bidder.

Signature Seal of the Bidder Authorizing the DSC Holder for online bidding.

Signature & Seal of Notary

SPECIAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. Description of the vehicle :

- (a) Type of vehicle: Diesel driven Car.
- (b) Make: TATA/Maruti/ M&M or reputed
- (c) Year of manufacturing: 2013 and after.
- (d) Construction : Covered & Sedan Type.
- (e) No. of seats : 4+1 (minimum).
- (f) Category of vehicle: Commercial/ having taxi permit

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

2. Engagement: The vehicle shall be used for official work for 12 hours and have to travel at anywhere in entire Chhattisgarh, as per requirement, including Sundays and Holidays and have to be stationed at the office stand or premises or the place as directed by the controlling authority i.e. Vehicle Incharge.

3. Provision of Driver:

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

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

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

5. Possession of the vehicle(s):

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

5.1 Replacement of vehicle(s):

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

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

II. In case the contractor is Owner of Vehicle: the contractor may deploy any other vehicle/s of same class owned by him subsequently of the same or lower age than the originally offered vehicle/s.

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

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

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

OR

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

6.1 The party may also be penalized by way of making recovery from their bills the amount of monetary loss estimated to have been incurred in respect of hindrance caused to the Company's work, due to non-availability of the vehicle(s) to be provided by the party under contract.

6.2 During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case.

6.3 If the company suffers any loss on account of damage to its property, due to any failure on the part of the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractors bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

7 Compensation, in case of accident:

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

8 Compliance with statutory provisions :

8.1 The contractor shall familiarized himself and fully comply with the provision of all the Acts/Rules/Regulation/BY-Laws and orders of the Local authorities/Municipality/state Govt/Central Govt /RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc and shall be fully responsible and liable for due observance of the same.

The company shall have no responsibility/liability whatsoever on these account and the contractor shall fully indemnify the company against any clam/dispute/reference Award, etc. arising out of the same.

9. Payments & Reimbursement

9.1 Entry / Border Tax/Temp Permit/Toll tax /Parking charges if any, when the vehicle goes to out of station for official work will be reimbursed by CMPDI subject to the production of documentary evidence, dully sign by controlling authority.

9.2 The bidder has to submit the evidence of registration in respect of Service Tax Reimbursement asset actual, shall be made by CMPDI, against the proof of submission of payment of the same to the appropriate authority by the bidder.

9.3 Night Halting charges: In case of staying out of station in the night for company's official work, it shall be paid by the company limited to Rs. 200.00 per night.

9.4 Overtime will be paid @Rs.40.00 per hour beyond 12 hours duty.

10. No Diesel and Mobil shall be issued/ supplied by CMPDI. Cost of diesel consumed towards running of Covered Cars shall be paid/reimbursed at the rate of 1 litre of diesel per 12 KM run by CMPDI as per prevailing rates in MP state on providing proper receipt / cash memo from diesel Pumps clearly showing the rate/ litre of the State where the Covered Car will travel for duty.