



Tender Id No. & Date : To be automatic allotted by CIL e-portal while creating Tender

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

### इ-निविदा सूचना e-TENDER NOTICE

#### FOR HIRING OF VEHICLES

#### 1.0 PREAMBLE

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

#### 2.0 DESCRIPTION OF WORK

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

Description of Work	Work Value (Rs.)	Earnest Money (Rs.)
Hiring commercial vehicles on "As and When Required" basis for use of Central Mine Planning and Design Institute Limited (CMPDI), Ranchi, for a period of <b>one year extendable up to another three months, if required.</b>	30,00,000.00 (However the value may be considerably less or more depending on the requirement of 'as & when required vehicles' during the year.)	37,500.00

#### 3.0 TIME SCHEDULE OF TENDER

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

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

#### **4.0 DEPOSIT OF EMD**

4.1 Earnest money of Rs.37,500/- (Rs. Thirty Seven Thousand Five Hundred only) can be deposited online on e-Procurement portal of CIL by following mode:

- (a) Online fund transfer through net-banking from designated Bank(s).
- (b) NEFT / RTGS from any Scheduled Bank(s).

{EMD through NEFT / RTGS has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of CIL and will have to furnish online the UTR Numbers before submission of the bid. EMD payment through NEFT / RTGS mode should be made well ahead of the time to ensure that the EMD amount is transferred to CIL/CMPDI's account and the information flows from Bank to e-Procurement system before Bid submission.}

4.2 In case of on-line payment of EMD, the bid submission can only be submitted when the EMD is received by CIL / CMPDI designated account.

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

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

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

4.5 There is no exemption of EMD for any bidder.

#### **5.0 AVAILABILITY & CLARIFICATION OF BID**

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.nic.in> and Tender Notice shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in), & <http://eprocure.gov.in> . The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost.

The Bidder may seek clarification on-line 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 and 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.nic.in> . No other mode of seeking clarification shall be entertained.

#### **6.0 ELIGIBLE BIDDERS**

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

[**Partnership Firm** - Should have Partnership Deed.  
**Company** - Should possess the Memorandum and Article of Association.]

## 7.0 ELIGIBILITY CRITERIA

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

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

- a) Vehicles should be registered as commercial vehicle.
- b) The year of manufacture & registration should not be older than year September 2013.
- c) The owner/agency/entity of the vehicles should be registered for deployment of their vehicles for commercial purpose by the appropriate registering authority.
- d) The owner/agency/entity should have GST registration (if applicable) and Permanent Account Number (PAN).
- e) The owner/agency/entity should follow all the statutory provisions as per DTO and other agencies involved for the purpose.

7.3 In respect of the above eligibility criteria the bidders are required to give On-Line Confirmation all the terms of 'General Technical Evaluation' (GTE) in the form of **Yes / No** regarding following:

- Status of the bidder i.e. either an Individual, Travel Agency, Proprietor or a Proprietorship Firm, HUF, Partnership Firm, or Company.
- Possessing of a valid PAN card issued by Income Tax Department, Gol.
- Possessing of valid GST Registration Certificate (i.e. GST identification Number) for the type of Bidder issued by appropriate Govt. authority or exempted from GST Registration.
- If the Digital Signature Certificate (DSC) holder who is bidding on-line in this tender is the Bidder himself or possess the authorization from the Bidder to bid on behalf of the Bidder.
- Possessing of Owner Book for at least two nos. of vehicles of any type (Tata Indica, Mahindra Bolero, Tata Sumo, Tata Indigo, Mahindra Scorpio, Maruti Swift Dezire, Maruti Baleno, Hyundai Xcent, Toyota Innova, Honda City or Hyundai Verna)

**OR**

- If the bidders wish to offer vehicles of other owners, possessing of copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring and Owner Book for at least two nos. of vehicles of any type (Tata Indica, Mahindra Bolero, Tata Sumo, Tata Indigo, Mahindra Scorpio, Maruti Swift Dezire, Maruti Baleno, Hyundai Xcent, Toyota Innova, Honda City or Hyundai Verna)
- The year of manufacture & registration for the offered vehicles are not older than September 2013.
- Possessing of Commercial tax clearance (for the offered vehicles)
- Possessing of Valid third party / liability insurance (for the offered vehicles)

**7.4** The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/ CMA/ CS having membership number with Institute of Chartered Accountants of India certifying that the Bidder is fulfilling all the conditions prescribed in notification to make him exempt from GST registration.

**7.5** All bidders will have to submit on-line, at the time of bid submission, copies of the confirmatory documents to fulfil Clause No. 7.3 above and as described in Clause No. 8.6.1 below.

## **8.0 SUBMISSION OF BID & ITS EVALUATION**

**8.1** All the bids are to be submitted on-line on the website <https://coalindiatenders.nic.in> . No bid shall be accepted offline.

A bidder should strictly comply with following instructions:

- i. For this Tender, Bidders are required to submit offers online in two parts in the links **Cover- I** and **Cover - II**.
- ii. Two parts of the bid should contain the details as follows:

### **Part - I / Cover - I:**

- a. Letter of Bid (LoB),
- b. Details of Earnest Money,
- c. Information regarding Eligibility / Qualifying Criteria as detailed at Clause No.6.0, 7.0 & 8.6.1 including necessary scanned confirmatory documents as elaborated at Clause 8.6.1

### **Part - II / Cover - II:**

Prices (Bill of Quantity, BoQ), only in the Excel format, as indicated in the Clause 8.7 below.

**8.2** In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.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. The prospective bidders should register for availing the services through the option “Online Bidder Enrolment” on the home page of <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The activation of newly issued DSC may take 24 hrs. or more. Hence bidders who are obtaining new DSC should register at least 24 hrs. before the submission of Bid.

**8.3** The bidders have to accept, unconditionally, the online user portal agreement which contains the acceptance of all the Terms and Conditions of the NIT. No conditional bid shall be accepted.

If any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder, there will be provision for penal action according to Clause 8.17.4

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

**8.4 General Technical Evaluation:** The bidder has to fulfil / comply with all the terms of 'General Technical Evaluation' (GTE). (Please refer Clause 7.3 above).

**8.5 Letter of Bid (LoB):** The format of Letter of Bid (Annexure - I) will be downloaded by the bidder and will be printed/typed on Bidder's letter head. The scanned copy of the same 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 (Annexure - I) downloaded from website and it should not contain any other information.

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

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

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

**8.6 Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT, in support of online information submitted by the bidder, are to be scanned & uploaded in Cover - I by the bidder while submitting his / her bid (Please Refer Table at Clause No. 8.6.1 below). The Bidder will have to give an undertaking online in the form of an affidavit (proforma given in Annexure-III) 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 for punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered. No physical/Hard Copy of documents will be accepted.

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

Sl. No.	Eligibility Criteria	Scanned copy of documents, to be uploaded by L-1 bidder(s) in support of information/declaration furnished online by the bidders against eligibility criteria (Confirmatory Document)
1.	<b>Legal Status of the bidder</b> (Ref. Clause No.6.0 of NIT)	<p><b>Any one</b> of the following document:</p> <ul style="list-style-type: none"> <li>(i) Affidavit or any other document to prove individual / HUF / proprietorship status of the bidder.</li> <li>(ii) Partnership deed containing name of partners.</li> <li>(iii) Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> </ul>
2.	<b>Documents related to Bidder</b> (Ref. Clause No.6.0 & 7.0 of NIT)	<ul style="list-style-type: none"> <li>(i) Certificate of GST Registration for the type of Bidder issued by appropriate Govt. authority or exempted from GST Registration (Ref: Clause 7.4 above)</li> <li>(ii) PAN card issued by Income Tax department, Govt. of India</li> </ul>
3.	<b>Documents related to Vehicles</b> (Ref. Clause No.7.0 of NIT)	<ul style="list-style-type: none"> <li>(i) Owner Book of Vehicles (at least for two nos. of vehicles of any type described at Clause No. 7.1 above) <b>OR</b> If the bidders wish to offer vehicles of other owners, copy of agreement on non-judicial stamp paper of proper value, with other vehicle owners whose vehicles are offered for hiring and Owner</li> </ul>

		Book should be enclosed (at least for two nos. of vehicles of any type described at Clause No. 7.1 above) (ii) Commercial tax clearance (for the offered vehicles) (iii) Valid third party / liability insurance (for the offered vehicles) The year of manufacture & registration for the offered vehicles should not be older than September 2013.
4.	<b>Digital Signature Certificate (DSC)</b>	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then authorization, duly notarized on a non-judicial stamp paper of minimum Rs.10/- as per format given in Annexure – II of the NIT.
5.		An Affidavit on a non-judicial stamp paper of minimum value of Rs.10/- regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure-III.
6.		<b>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional / other relevant document(s) to support the information / declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</b>

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

8.6.3 **All uploaded documents should be kept updated (as applicable) during the entire period of contract by the service provider with information to the concerned officials of the Company.**

**8.7 Price bid:** The Price bid containing the Bill of Quantity (BoQ) will be in .xls format (password protected) and will be uploaded during tender creation. This file will contain two excel sheets (i) BoQ1 and (ii) Rate Quote Sheet. The excel file will be downloaded by the bidder for filling bidder's details and quoting Basic Hiring Rates.

**In Excel Sheet 'BoQ1',** the bidder has to fill his Name/Bidding Firm/Company in the 'Cell B8' and thereafter select his Status at the 'Cell E8' from the following three categories (a) GST Unregistered Agency (b) GST Registered Agency not availing Input Tax Credit (ITC) and (c) GST Registered Agency availing ITC. As per the present GST rule, GST implication for the above three categories of bidders will be as under:

(a) GST Unregistered Agency (if bidder is exempted from GST registration)	: 5% GST to be paid by CMPDI
(b) GST Registered Agency not availing ITC (if bidder having GSTIN but not availing ITC)	: 5% GST to be paid by bidder
(c) GST Registered Agency availing ITC. (if bidder having GSTIN and availing ITC)	: 12% GST to be paid by bidder

Selecting any one of the above category by the bidder is mandatory, otherwise the bidder will not be able to quote Basic Hiring Rates in the 'Rate Quote Sheet'.

The above GST rates, as per bidder status, will be used while calculating the bid value for determination of L-1 as per Clause 8.12 and 8.13 below.

**In 'Rate Quote Sheet',** the bidder has to quote Basic Hiring Rates in the 'Cell C' for all or some of the tendered items (vehicles). Format for BoQ2 Sheet is also given in Annexure – V of the NIT.

Thereafter, the bidder will Upload the above filled-in Excel file, during bid submission, in Cover - II.

(Note: Before quoting rates, bidders are requested to carefully go through the 'Clause 8.13 regarding determination of L-1 and Clause No. 18.0 – Schedule of Rates' of the NIT so as to properly decide the filling of Basic Hiring Rates.)

The Price-bid 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.

**8.8** 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 circumstances, CMPDI shall not be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

**8.9 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.

**8.10 Opening of bids:**

- i. 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.
- ii. The e-Procurement system will evaluate the Technical bids (GTE) automatically on the basis of relevant data provided by the bidder while submitting the bid online (Please refer Clause 7.3 above). If the parameters furnished by bidder on-line in an objective and structured manner does not conform 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.
- iii. After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System, which is not relevant in this tender and should be ignored by the bidders. This is due to the fact that at this point of time L-1 cannot be decided for all the items due to three different sub-rates in some items.

**8.11 Bid Extension:**

8.11.1 If number of bids received online is found to be less than **3 (Three)** on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of **2 (Two)** days and if the number of bids still remains less than three then for another **5 (Five)** days:

- i) Last date of submission of Bid
- ii) Last date of receipt of EMD
- iii) Bid Opening date.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

8.11.2 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 14 below. 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.

**8.12 Determination of L-1:**

After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System, which is not relevant in this tender and should be ignored by the bidders. This is due to the fact that at this point of time **L-1 cannot be decided for all the items due to three different sub-rates in many items.** CMPDI will determine L-1 for such items manually based on the data available in the BoQs uploaded by the bidders, and based on criteria laid down at clause No. 8.13 below and re-upload the information regarding the status of their financial bid, ranking of bidders for each item and item(s) allocated to individual bidder on website based on determined L-1 rate.

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

"The evaluation for the financial bid will be made for each type of vehicle. The financial evaluation & award of the tenders will be on the basis of lowest Cost to CMPDI. Cost to CMPDI will be calculated after adding applicable GST to Basic Hiring Rate, for each type of vehicle quoted by eligible bidders. However, for those items having three different sub-rates and if Cost to CMPDI, calculated on the basis of basic hiring rate plus applicable GST, becomes identical in case of more than one bidder then the contract will be awarded to the bidder who has quoted lowest extra per km rate plus applicable GST for the vehicles beyond the specified km. If this also becomes identical, then the contract will be awarded to bidder who has quoted lowest extra per hour rate plus applicable GST for the vehicles beyond the specified hours of duty." However, if all the rates plus applicable GST and sub-rates plus applicable GST matches for many bidders, then all the bidders shall be considered eligible for award of contract and they shall be empaneled for the job after finalising the tender. (Please refer Clause 8.7 above for the present applicable GST Rates, as per bidder's status)

8.14 After determining & uploading (during financial evaluation) the item-wise L-1 status as per Clause No. 8.13 above, the supporting documents of **only the item-wise L-1 Bidder(s)** will be downloaded for evaluation by the Tender Inviting Authority/Evaluator. If it conforms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder(s) then the bidder(s) will be considered eligible for award of contract. However, after evaluation of the uploaded documents, if there is (are) any shortfall(s), then shortfall document(s) will be sought from the L-1 bidder(s). For this purpose, maximum 2 chances, each of 10 x 24 hours duration shall be given.

**8.15** In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder(s) within the stipulated period then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 X 24 hours) time for online re-submission by L-1 bidder(s). The L-1 bidder(s) will get this information on their personalized dashboard under “Upload Confirmatory Document” link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be initiated in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 10 days (10 X 24 hours). 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).

**8.16** 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(s) online. The L-1 bidder(s) 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.

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

8.17.1 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.

8.17.2 In case the L-1 bidder(s) fails to submit requisite documents online as per the NIT (even after giving 2 chances as per Clause 8.15 above) or if any of the information/declaration furnished by L-1 bidder(s) online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by the bidder(s), which changes the eligibility status of the bidder, then his bid shall be rejected and L-2 bidder will become L-1 bidder and the documents already submitted by the L-2 bidder will be downloaded or the same will be asked from them, if necessary.

This process will continue sequentially till techno-commercially acceptable L-1 is established or all the eligible bidders are exhausted.

8.17.3 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).

8.17.4 In case of defaulting bidders, Penal action will be taken and 100% of EMD amount will be 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.**

**8.18** **Negotiations:** Work will be awarded to the lowest bidder(s) (L-1), without post-tender negotiations. However, if required, negotiation shall be done with successful L-1 bidder(s) only; for example if the lowest rate(s) received is (are) not reasonable. The decision of CMPDI regarding reasonableness of rates quoted will be final & binding on the bidder(s). For negotiation purpose, bidder(s) should be in a

position to depute himself / representative at short notice with full authority on commercial terms & conditions of the contract.

**8.19** Acceptance of tendered rates and final award will be communicated on their personalized dash-board on-line and also by Letter (Registered/Speed Post/Fax). Thereafter the selected bidder(s) is (are) required to fill & submit Contract Agreement as per Annexure - IV within 10 days. After this formality, Work Order/Letter of Acceptance (LOA) will be issued by CMPDI.

In the event of failure on the part of the successful bidder(s) to comply with the said stipulation and signing the agreement as per Annexure - IV within 10 days, the EMD of the successful bidder(s) shall be liable to be forfeited.

**8.20 Counter Offer to successful bidders other than L-1**

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

8.20.2 CMPDI will counter-offer the accepted item-wise L-1 rate to the rest successful bidders (other than lowest bidder) to supply vehicles as & when required at L-1 rate and empanel maximum up-to two more bidders in order of rate quoted (i.e. L-2, L-3, L-4 bidders, ...) for hiring purpose, if agreed by them in writing. After acceptance of counter offer (L-1 rate) by other bidders (other than original L-1), their supporting documents will be downloaded for evaluation by the Tender Inviting Authority/Evaluator (if not downloaded and evaluated earlier). If it conforms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder(s), then the bidder(s) will be considered eligible for empanelment on L-1 rate. However, after evaluation of the uploaded documents, if there is (are) any shortfall(s), then hard copies of shortfall document(s) will be sought off-line from such bidder(s). For this purpose, maximum 2 chances, each of 10 working days duration shall be given.

8.20.3 In case these bidders fail to submit requisite documents as per the NIT (even after giving 2 chances as per Clause 8.20.2 above) or if any of the information/declaration furnished by these bidders online/offline is found to be wrong by Tender Committee during evaluation of scanned documents uploaded/submitted by these bidders, which changes the eligibility status of the bidder, then their bid shall be rejected and next bidder will become eligible for empanelment. In order of rate quoted, the process of finding two more interested bidders for empanelment at L-1 rate, will be carried out simultaneously and sequentially till techno-commercially acceptable two bidders are established for empanelment or all the eligible bidders are exhausted.

8.20.4 The selected bidders for empanelment are also required to fill & submit Contract Agreement as per Annexure - IV within 10 days. In the event of failure on the part of these bidders to comply with the said stipulation and signing the agreement as per Annexure - IV within 10 days, the EMD of these bidder(s) shall be liable to be forfeited. After this formality, Empanelment Letter will be issued by CMPDI.

8.20.5 In case none of the bidders show interest or complies the technical requirement for empanelment, then empanelment cannot be carried out and L-1 bidder will only be the RC holder.

8.20.6 **However, even the empanelment of two more bidders (at L-1 rate), other than L-1 bidder, will be done, the first lowest bidder shall always be preferred in each case and the next empanelled bidder will be offered job, only if circumstance arises when the lowest bidder is not in a position to supply vehicles as demanded by CMPDI at any particular time.** In this regard telephonic clarification will suffice.

8.20.7 In case of defaulting bidders, Penal action will be taken and 100% of EMD amount will be forfeited.

**Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them for empanelment, successively.**

**8.21** The Company reserves the right to postpone the date of receipt and opening of tenders, if required, or to cancel the tenders without assigning any reason whatsoever.

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

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

## **9.0 VALIDITY OF OFFER**

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

In exceptional circumstances, prior to expiry of the original time limit, CMPDI 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 EMD. A bidder agreeing to the request will not be required or permitted to modify his 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 of CMPDI in writing. In case the tenderer violates to abide by this, CMPDI will be entitled to take action as per clause No: 14 (Modification and Withdrawal of Bid) of NIT.

## **10.0 ONE BID PER BIDDER**

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

## **11.0 REFUND OF EMD**

- a. The EMD of rejected bidders will be refunded, at appropriate time, directly to the account from where it had been received (except in 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 bidder will obtain the mandate form from CMPDI and submit it, if not submitted earlier.
- d. In case the tender is cancelled then the EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before end date of submission of tender) then the EMD will be refunded automatically after the opening of the tender.
- f. EMD of successful bidder/s (on Award of Contract) will be retained by CMPDI and will be converted to Performance Security Deposit and it will not carry any interest.

## **12.0 SECURITY DEPOSIT**

**12.1** The EMD of all the bidders, who have been awarded work or empaneled for work, will be converted into security deposit towards performance and will be retained for the entire contract period. Security deposits will be refunded after satisfactory completion of the contract period. No interest shall be payable by CMPDI on the security deposits.

**12.2** Whole or any part of the security deposit of the contractors will be forfeited if any financial loss occurs to CMPDI due to non-fulfilment of the terms & conditions. In the event the contract is terminated by CMPDI before the completion of the initial period of one year for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited.

## **13.0 REFUND OF SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within **21 days**, on claim by him in a plain paper after the termination of contract and on issuance of "No Dues" certificate by the user department. However, if there is a delay, the Contractor shall not be entitled to any interest.

## **14.0 MODIFICATION AND WITHDRAWAL OF BID**

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

### **14.1 Online Withdrawal of Bids:**

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available.

### **14.2 Offline Withdrawal of Bids:**

Offline withdrawal of bids may be allowed when request is made in writing in case of partnership firms when a partner of bidder whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee. The decision of Tender committee will be binding on the tenderer.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for 1 (one) year from participating in tenders in CMPDI/Regional Institutes.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.

ii) If the bidder withdrawing his bid is L-1, then re-tender will be done for the items in which this bidder was L-1.

{The penal action against clause (1) & (2) of 14.2 above will be enforced from the date of issue of such order.}

## **15.0 COST OF BIDDING**

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

## **16.0 CURRENCIES OF BID & PAYMENT**

The unit rate and price shall be quoted by the Bidder entirely in Indian Rupee (INR) only. CMPDI will pay all the bills in Indian Rupee only.

## **17.0 BANNED OR DELISTED CONTRACTORS**

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

## **18.0 SCHEDULE OF RATES**

**18.1** The quoted Basic Hiring Rate of different vehicles (all diesel vehicles, except Honda City & Hyundai Verna which may be either petrol or diesel version) should be inclusive of all statutory taxes (Central/State); but excluding Fuel Charge and applicable Goods & Service Tax (GST). The quoted hiring rate should also be inclusive of all other expenses like repairs, mobil / lubricating oil / engine oil, salary and allowances of driver (except night halt of drivers, which shall be paid by CMPDI) and all other charges directly or indirectly.

**18.2** GST, as applicable on taxable value of hiring bills, shall be paid by CMPDI as per prevailing GST Rules. Any change in the government tax rules during the contract period will be applicable. Calculation of bid value for determination of L-1 will be made as per Clause 8.12 and 8.13 above, irrespective of the status of the bidder.

**18.3** The fuel charge shall be paid by CMPDI as per Clause No. 18.4 below. CMPDI will reimburse all expenses in case of toll receipts, parking receipts & entry tax, if any, wherever & whenever applicable, on submission of these receipts in original duly signed by the authorized user of vehicles, along with bills.

**18.4** The fuel required for the vehicle shall be supplied by the bidder for all types of booking. The charges for diesel/petrol consumed in the vehicle will be paid by CMPDI as per market rate (ordinary rate only) of oil PSU companies, applicable in the city of vehicle booking. The rate considered by CMPDI will be the price of diesel/petrol applicable on the date of deployment of vehicle. If diesel/petrol is re-filled in the vehicle due to requirement, then charges to be paid may be adjusted based on re-filled price of diesel/petrol and if the bill for the same is submitted by the contractor.

Charges for diesel/petrol to be paid by CMPDI shall be calculated on the basis of mileage/average km run per litre applicable for the particular make and model of the vehicle, as given in the Tables below:

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

Type of Vehicles (Good Condition Vehicles)	Overall Mileage / Average km run per litre
Tata Indigo / Maruti Swift Dezire / Maruti Baleno /Hyundai Xcent/Mahindra Scorpio	11
Toyota Innova	10
Honda City / Hyundai Verna – both Petrol	10
Honda City/ Hyundai Verna – both Diesel	12

However, if the actual fuel consumption average of the vehicle is more than the prescribed one, no claim from the contractor shall be entertained under any circumstances.

To workout the payment towards the charges for diesel/petrol, total km run by the vehicle shall be as per odometer reading. The odometer reading will start from the parking of the contractor and closing reading will be given up to parking of the contractor. A distance of maximum up to 10 km, each way, will be allowed between CMPDI (HQ), Ranchi and parking of the contractor.

- 18.5** Rs. 300/- (Rs Three Hundred only) per night per vehicle shall be paid by CMPDI, along with bill, as night halt for drivers for outstation journeys.
- 18.6** Fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour while calculating duty hours completed.
- 18.7** One number of current News Paper (preferably in English, or as asked for) and one bottle of Mineral Water shall be provided in the vehicle, each day, before reporting to CMPDI, **if asked by CMPDI**. In that case payment will be made by CMPDI on production of claim in the bill.
- 18.8** The quoted rate for each type of vehicle should be filled in carefully by the bidder after considering all the aspects. No request for change or variation in the rates or the terms & conditions of the contract shall be entertained on the grounds that the bidder had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.

## **19.0 PAYMENTS**

- 19.1** Payments for each spell of hiring will be made to the Contractor on receipt of bills in duplicate from the Contractor, along with filled-in Log Book (as per Annexure-VI) duly signed by the concerned driver and certified by the users. All bills should be addressed to General Manager (E&M), CMPDI, HQ, Ranchi. Normally the payments would be made within 21 (Twenty One) days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period for reasons beyond our control. It is suggested to RC holder(s) that each spell of bill(s) should be submitted at the earliest after completion of the journey/hiring period.
- 19.2** There are three slabs of rates for each type of vehicle, i.e., 5 hours, 10 hours and 12 hours duty slabs. Irrespective of the vehicle hired for any of the slab, payment will be made to the party depending upon actual utilisation of vehicle in hours, each day. That is, these slabs will be effective independently for each day of engagement (both for local and outstation deployment), depending on number of hours vehicle is engaged on a particular day. If vehicle is hired for outstation duty and if the vehicle is

released by the user at outstation, then return km (by shortest route) and journey time (maximum break half an hour) will be allowed to the party.

**19.3** Except the agreed rate of hiring, fuel charges, night halt, GST (as per prevailing rules), toll gate charge (if any), entry tax (if any), parking charge (if paid) and cost of newspaper (if asked for) & mineral water (if asked for) no other charges whatsoever will be paid by CMPDI.

**19.4** 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.

**19.5** 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.

**19.6** No interest shall be payable on the amounts withheld for any reason.

## **20.0 PENALTY**

**20.1** Whenever vehicle is required by CMPDI, the first lowest RC holder shall always be preferred in each case. However if the first lowest RC holder is not in a position to supply vehicle(s) as demanded by CMPDI at any particular time, then the next empanelled bidder will be offered job. In case of frequent / prolonged refusal of duty by the RC holder(s) and the RC holder(s) continues to do so even after a notice in writing from CMPDI, his contract can be cancelled and his security deposit will liable to be forfeited.

**20.2** Similarly in case of frequent / prolonged deployment of vehicle(s) of poor standard in terms of maintenance (refer clause 22.4 below), and the RC holder(s) continues to do so even after a notice in writing from CMPDI, his contract can be cancelled and his security deposit will liable to be forfeited.

**20.3** In the event of the RC holder(s) failing to provide demanded vehicle(s) on time (i.e., late reporting of demanded vehicle) or engaged vehicle(s) getting breakdown during duty not being replaced with similar vehicle(s) within reasonable time, and CMPDI going in for hiring of another similar vehicle(s) from any outside agency to adhere to the time schedule of CMPDI's work, the difference in amount to be paid to the outside agency and that of the RC holder under the hiring contract, will be deducted from the bill(s) submitted by the RC holder(s). But if such expenses incurred by CMPDI is less, the difference shall not be paid to the RC holder(s). No payment of hiring charges shall be made if replacement of breakdown vehicle(s) is(are) not done within reasonable time by the contractor.

In case of frequent / prolonged occurrence of such act, and the RC holder(s) continues to do so even after a notice in writing from CMPDI, his contract can be cancelled and his security deposit will liable to be forfeited.

## **21.0 SCOPE OF WORK**

**21.1** The contract awarded will be for a period of one year from the date of commencement of contract and may be extended up to another three months or till the finalization of a new contract, whichever is earlier. The date of commencement of the contract shall be the date of signing Contract Agreement and issue of Rate Contract/ Empanelment Order (Work Order).

**21.2** The hired vehicles have to ply as per the direction given by the user. Normally the vehicles will ply in Ranchi and local areas adjacent to Ranchi. In addition to this, the vehicles may also be used for outstation duties, without any restriction on kilometre run per day.

**21.3** Vehicles may be requisitioned one day earlier or even on the same day. Vehicles may be asked to be deployed at any time and at any place immediately as per direction of CMPDI.

**21.4** Requisition and cancellation of the vehicles shall be done telephonically.

**21.5** The contractor will ensure that the vehicle should report as per requirement within the stipulated time on every occasion. In case of breakdown of the engaged vehicle(s) during duty, another similar vehicle(s) in good condition will be provided immediately by the contractor after receiving breakdown information, at no extra cost.

**21.6** It is obligatory on the part of the Contractor to continue the work at the finalised rates as per the work order. There shall be no increase in the contract rate of the vehicles during the entire period of the contract for the initial period of **one year** and thereafter for a period **of 3 months** or till the finalization of a new contract, whichever is earlier.

**21.7** It is the condition of the contract that all through the said contract period, the finalised rates as per the work order shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you shall promptly supply such information to enable the company to amend the awarded rate for subsequent services.

## **22.0 TECHNICAL TERMS & CONDITIONS**

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

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

**22.3** All commercial vehicles offered should be of diesel version, except Honda City and Hyundai Verna which may be either Petrol or Diesel version.

**22.4** The vehicles shall remain in sound running condition, the interiors of the vehicles shall remain clean & odour free. The seats shall be provided with neat & clean white covers with white towels over them. The contractor shall at his own cost be responsible for overall maintenance and repairs of their vehicles.

**22.5** The vehicles, with adequate fuel, shall report in time at the designated place as informed.

**22.6** The contractor will provide the vehicle(s) along with driver(s) possessing a valid driving license. The driver should be experienced (at least one year of driving), 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. While driving he should keep his mobile phone in silent/vibration mode. The drivers shall be provided with uniform and adequate money to meet the expenses during the period of journey, by the contractor. If behaviour of the driver(s) is (are) not satisfactory, CMPDI shall have the right to ask

the contractor to replace the concerned driver immediately. The driver shall report to duty as per the requirements of the Company. Accommodation/social need for the driver is to be arranged by the contractor.

**22.7** The driver shall produce Vehicle Log Book (as per Annexure-VI) to the user of the hired vehicle at the start of the journey. It contains date of deployment, vehicle no. & type, starting km & time and release km & time and place visited. Details in the Log Book are to be filled by users and signed by the concerned driver and the user both, on the same day at the time of release of the vehicle on that day. If vehicles are retained for more than 1 day, the above information are to be maintained for each day, signed by the concerned driver and user. The Log Book has to be maintained for each vehicle separately. Overwriting in the Log Book, if any, should be counter signed by the user. Log Book, along with bill, should be produced to this office failing which it is not possible to make the payment of bill. **(Note:** Successful bidders should get their Log Book printed as per Annexure-VI and get it approved by CMPDI before starting the work).

**23.0 OTHER TERMS & CONDITIONS**

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

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

**23.3** CMPDI, or the representative of CMPDI travelling in the vehicle, shall not be responsible in any way, for payment of any claim or compensation of any kind to the Contractor, 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 vehicle(s). The Contractor shall be exclusively responsible for such payments of compensation, if any.

**23.4** The Contractor shall fully indemnify CMPDI against all payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor. It is the sole responsibility of the RC holder(s) to keep their vehicles and accessories in safe custody, CMPDI shall not be responsible for theft of vehicles/parts/accessories while the vehicles are on the duty of CMPDI.

**23.5** If CMPDI suffers any loss on account of damage to its property, due to any failure on 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 contractor's bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

**23.6** 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.

**23.7 Non-disclosure/ Confidentiality clause:**

The bidder will not at any time during the contract period or afterwards, disclose to any person any information as to documents, components, parts, information, data, specifications and other materials, both written and oral, of a secret, confidential or proprietary nature, 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.

### **23.8 Settlement of Disputes/Arbitration**

23.8.1 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 CMPDI, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the GM(E&M) 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.

23.8.2 Effort shall be made to resolve the dispute in following manner:  
In first stage, dispute shall be referred to the GM (E&M). If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.  
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.

23.8.3 Any legal matter or dispute shall be dealt at Ranchi jurisdiction, Jharkhand.

### **24.0 TERMINATION / CANCELLATION OF CONTRACT**

24.1 CMPDI shall, in addition to other remedial steps to be taken as provided in the contract, be entitled to terminate/cancel the contract in full or in part by notice in writing, if the contractor :

- In case of prolonged / frequent unsatisfactory service and continues to do so even after a notice in writing from CMPDI,  
**or**
- 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 CMPDI,  
**or**
- Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering,  
**or**
- Shall offer or give or agree to give any person in the service of CMPDI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act(s) of favour, in relation to obtaining or execution of this or any other contract for his company,  
**or**
- Transfers, sublets, assign the entire work or any portion thereof to any Firm/Individual/Teams is not permissible. In such case CMPDI may, cancel the whole contract or portion of it in default by giving a written notice.

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

- a) If the contractor, being an individual in case of proprietary concern or in 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 case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's 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 death of the contractor being a proprietary concern or of any of the partners in 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.

**24.3** The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit shall be liable to be forfeited in part/full.

**24.4** CMPDI reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice.

**25.0** Change of address of the contractor shall be immediately informed to CMPDI in writing.

**26.0** This Tender Notice shall be deemed to be part of the Contract Agreement. Any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract Agreement.

**General Manager (E&M) / HoD**

**CMPDI (HQ), Ranchi**

**Format of Letter of Bid (LoB)**

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

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

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

**Ref: 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 CMPDI, Ranchi.

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

**DSC Holder:**

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

Yours faithfully,

(Signature of Bidder OR

Authorized person of Bidder OR

DSC Holder bidding online with authorization from Bidder)

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

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

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

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

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

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

Signature & Seal of the NOTARY

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE Bidder(s)**

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

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

**AFFIDAVIT**

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

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

OR

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

**Signature of the Tenderer**  
**Dated-----**

**Signature & Seal of Notary**

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

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

Contract Agreement No.\_\_\_\_\_ Dated\_\_\_\_\_

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

CMPDI has converted the Earnest Money of Rs.37,500/- (Rs. Thirty Seven Thousand Five Hundred only) deposited by the Contractor into Security Deposit, refundable after termination of the contract as per Tender provision.

In consideration of the payment to be made by CMPDI, the **Contractor** shall duly perform the said duties in the said tender document set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CMPDI and will perform the services in accordance with the Terms and Conditions of the contract with effect from \_\_\_\_\_ day of \_\_\_\_\_ 2017 up to \_\_\_\_\_ day of \_\_\_\_\_ 2018 and will observe, fulfill and honour all the conditions therein mentioned (which shall be deemed and taken to be part of the contract as if the same had been fully set forth therein) and CMPDI hereby agrees that if the **Contractor** observes and honours the said Terms and Conditions of the contract, CMPDI will pay or caused to be paid to the **Contractor** for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

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

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**CONTRACTOR**

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**FOR AND ON BEHALF OF CMPDI**

**WITNESSES**

**WITNESSES**

1. ....

1. ....

2. ....

2. ....

**FORMAT FOR PRICE BID**

(Refer Clause No. 8.7 of NIT)

**OFFER FOR HIRING OF VEHICLES ON “AS AND WHEN REQUIRED” BASIS –  
FINANCIAL BID (to be quoted by Bidders)**

**BASIC RATES OF HIRING:**

<b>Item No.</b>	<b>Description</b>	<b>Basic Hiring Rate (Rs. in Figure) (Excluding Fuel Charge &amp; GST) (Refer Clause 18.0 also)</b>
<b>1.0</b>	TATA INDICA - 5 Hrs. / 50 km	
<b>2.0</b>	TATA INDICA - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>3.0</b>	TATA INDICA - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>4.0</b>	MAHINDRA BOLERO / TATA SUMO - 5 Hrs. / 50 km	
<b>5.0</b>	MAHINDRA BOLERO / TATA SUMO - 10Hrs./150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>6.0</b>	MAHINDRA BOLERO / TATA SUMO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>7.0</b>	TATA INDIGO - 5 Hrs. / 50 km	
<b>8.0</b>	TATA INDIGO - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>9.0</b>	TATA INDIGO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>10.0</b>	SCORPIO - 5 Hrs. / 50 km	
<b>11.0</b>	SCORPIO - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	

<b>Item No.</b>	<b>Description</b>	<b>Basic Hiring Rate (Rs. in Figure) (Excluding Fuel Charge &amp; GST) (Refer Clause 18.0 also)</b>
<b>12.0</b>	SCORPIO - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>13.0</b>	SWIFT DEZIRE/BALENO / XCENT - 5 Hrs. / 50 km	
<b>14.0</b>	SWIFT DEZIRE/BALENO/XCENT - 10Hrs. / 150km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>15.0</b>	SWIFT DEZIRE / BALENO / XCENT - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>16.0</b>	TOYOTA INNOVA - 5 Hrs. / 50 km	
<b>17.0</b>	TOYOTA INNOVA - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>18.0</b>	TOYOTA INNOVA - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	
<b>19.0</b>	HONDA CITY / HYUNDAI VERNA - 5 Hrs. / 50 km	
<b>20.0</b>	HONDA CITY / HYUNDAI VERNA - 10 Hrs. / 150 km	
	Extra per km over & above 150 km	
	Extra per Hour over & above 10 hrs	
<b>21.0</b>	HONDA CITY / HYUNDAI VERNA - Out Station 12Hrs. / 400 km per day	
	Extra per km over & above 400 km	
	Extra per Hour over & above 12 hrs	

M/s .....  
(Name of RC Holder)

## VEHICLE LOG BOOK

1. Driver shall produce this Log Book to the user of the vehicle at the start of the journey.
2. This Log Book has to be filled by the concerned User of the Vehicle in his own handwriting, and get it signed by the Driver daily.

Date of deployment			
Vehicle No.			
Vehicle Type			
Starting km			
Starting Time			
Release km			
Release Time			
Place Visited			
Signature of Driver			
Name of Driver			
Mobile no. of Driver			
Signature of User			
Name of User			
Mobile no. of User			

Overwriting in the Log Book, if any, should be counter signed by the user.

The Log Book has to be maintained for each vehicle separately.