सीएमपीडीआई
cmpdi
A Mini Ratna Company

TENDER DOCUMENT

FOR

HIRING OF 05 NOS. OF VEHICLES

FOR ORLA DRILLING CAMP OF
RI- III, CMPDI, RANCHI

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

Regional Institute – III
GONDWANA PLACE KANKE ROAD
RANCHI, JHARKHAND, 834008

SECTION-1

e- Tender Notice

NIT No: CMPDI/RI-3/EXPL/2019/V.Hiring/Orla/2223 **Date: 17/05/2019**

e-Tender Notice

Name of Work:

Tenders are invited on-line on the website **http://coalindiatenders.nic.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 (In INR)	Earnest Money (In INR)	Period of Hiring (In Months)
Hiring of 05 (five) Nos. of diesel driven light Vehicle of commercial category – Bolero /Scorpio/Sumo having seating capacity of 6 (5+1) or more and manufactured not prior to 03 (Three) years from the date of tender for a period of 24 months, extendable upto another 12 months, if required, on 24 hours daily duty basis and to be stationed at CMPDI Exploration camp at Orla or its sub-camp at different locations at/near CCL command area for plying mostly in *Jharkhand for Exploration work as per the requirement of CMPDI, R.I.-3.* *Expected average K.M. run per month per vehicle will be around 3500 k.m.* *Duty pattern of Exploration work at CMPDI, RI-3: a) Mostly, 12 hours of extended single shift per day and/or b) 2 shifts of 8 hours each per day.* Bidder will have to quote for all the required vehicles.	₹ 38,28,000.00 (Rupees Thirty eight lakh twenty eight thousand only) (Estimated value includes rental charges including all expenses and taxes and also considering minimum wage rate (JH) for driver's salary and PF, ESI, etc. and the 'Clip Portal' clause of the NIT, excluding the cost of diesel, engine oil and GST, as applicable)	₹ 24,000/- (Rupees Twenty Four Thousand only)	24 Months

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.nic.in,

NOTEs:

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

There *is no application fee.*

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.

For any query, contact HOD (Exploration), RI-3, CMPDI, Ranchi at P&T No. and Fax No.: 0651-2231317 (10 A.M. to 5 P.M. on working days), e-mail : bk.gazarasan@coalindia.in

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)

cmpdi
A Mini-Ratna Company

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
Corporate Identity Number (CIN): U14292JH1975GOI001223

NIT No: CMPDI/RI-3/EXPL/2019/V.Hiring/Orla/2223 **Date: 17/05/2019**

Detailed e-Tender Notice

1. Name of Work:

Tenders are invited on-line on the website http://coalindiatenders.nic.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 (In INR)	Earnest Money (In INR)	Period of Hiring (In Months)
Hiring of 05 (five) Nos. of diesel driven light Vehicle of commercial category – Bolero /Scorpio/Sumo having seating capacity of 6 (5+1) or more and manufactured not prior to 03 (Three) years from the date of tender for a period of 24 months, extendable upto another 12 months, if required, on 24 hours daily duty basis and to be stationed at CMPDI Exploration camp at Orla or its sub-camp at different locations at/near CCL command area for plying mostly in *Jharkhand for Exploration work as per the requirement of CMPDI, R.I.-3.* *Expected average K.M. run per month per vehicle will be around 3500 k.m.* *Duty pattern of Exploration work at CMPDI, RI-3: a) Mostly, 12 hours of extended single shift per day and/or b) 2 shifts of 8 hours each per day.* Bidder will have to quote for all the required vehicles.	₹ 38,28,000.00 (Rupees Thirty eight lakh twenty eight thousand only) (Estimated value includes rental charges including all expenses and taxes and also considering minimum wage rate (JH) for driver's salary and PF, ESI, etc. and the 'Clip Portal' clause of the NIT, excluding the cost of diesel, engine oil and GST, as applicable)	₹ 24,000/- (Rupees Twenty Four Thousand only)	24 Months

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD (EXPLORATION), RI-III CMPDIL, Gondwana place, Kanke Road –834008. Help Desk Contact no: 0651-2233058/2792594	Bharat Kumar Gazarasan e-mail: bk.gazarasan@coalindia.in

2. Time Schedule of Activities:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	Date & Time as mentioned in the website: https://coalindiatenders.nic.in
b.	Document download/ Sale Start Date	
c.	Document download & Bid submission End Date	
d.	Bid Submission Start Date	
e.	Start Date for seeking Clarification on-line	
f.	Last Date for seeking Clarification on-line	
g.	Date of Pre-Bid Meeting (If required)	
h.	Bid Opening Date	

NOTE (Important):

i.If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
ii.In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
iii.There will be no physical / manual sale of the Tender Document.
iv.There is no tender fee and the bidders can download the Tender Document free of cost.
v.Bidders are advised to download the complete set of the Tender Document, including the tender details.

3. Deposit of Bid Security/ Earnest Money Deposit (EMD):

The bidder will have to make the payment of EMD through **ONLINE** mode only.

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 CMPDIL's designated Account.

In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan 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's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

NOTE:

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

Clarification: No exemption of EMD for any bidder.

The bidders should submit MANDATE FORM for e-Payment along with EMD, if not submitted earlier, as per the format given in the bid document. (Format of Mandate Form is enclosed in bid document as Annexure – A3).

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.nic.in and Tender Notice shall be available at websites www.cmpdi.co.in & http://eprocure.gov.in/cppp . The Tender document can be downloaded by any prospective bidder from the e-

Procurement portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

5. Pre-bid Meeting:

Not Applicable.

6. Clarification of Bid:

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

7. User Portal Agreement:

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 Terms & Conditions*' 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 through https://coalindiatenders.nic.in in order to become an eligible bidder. No conditional bid shall be accepted.

8. Eligible Bidders for bidding:

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC). The bidders should have a 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 invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 9 of the NIT.

9. Eligibility Criteria:

9.1. Eligible Bidders:

The Bidder should either be a Travel Agent or Owner of the Vehicle(s). The eligibility Criteria for both classes of bidders shall be as under:

Travel Agent: 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 Agent wishes to deploy new vehicle(s), then an Affidavit is to be furnished in enclosed format (as per Annexure-A7) to this effect. For such new vehicles, RC book is not required to be furnished at the time of bidding.

Owner of Vehicle: In case the bidder is not a Travel Agent, he should be the Owner of the Vehicle(s) registered under commercial category. In case, the bidder/owner does not possess the requisite fleet of (tendered quantity) 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-A7 is to be furnished in enclosed format in case the owner proposes to deploy new vehicles. For such new vehicles, RC book is not required to be furnished at the time of bidding.

9.2. <u>Work Experience:</u>

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*** (Work involving engagement of road worthy passenger vehicles of commercial category on hiring basis)*valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.*

"*Annualised value*" of the work shall be calculated as the *"Estimated Cost / Period of completion in Days x 365"*.

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

The definition of Similar Work shall be as follows:

For this tender similar work means **"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 contractual/permit basis, as the case may be".**

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 bidder is to be considered for eligibility.
ii. Start date & end date of each qualifying experience (similar nature).
iii. Work Order Number/ Agreement Number of each experience.
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.
vi. Executed Value of work against each experience.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

For work experience bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, ~~BOQ,~~ and/or TDS may be sought during clarification or along with deficient documents.

Technical evaluation by the System:

i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).

ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date').

iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement (65% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.

v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).

vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."

vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.

Note:

In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility.

9.3. 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 tender.

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

i.Amount of available working capital inclusive of lines of credit and availability of other financial resources,
ii.Date on which the bidder possesses the required working capital,
iii.Name of the Chartered Accountant (CA),
iv.Membership Number of CA who certifies the bidder's working capital on a particular date,
v.Date of Issue of Certificate,

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

i. The system will check the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.

ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

9.4. Fleet Requirement:

The bidder has to quote for all the fleet requirement of 5 No. (five) of vehicles.

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.

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

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

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased. (The format is provided at **Annexure-A7**)

Technical evaluation by the System:

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

9.5. Permanent Account Number (PAN):

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

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

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

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India.

Technical evaluation by the System:

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

9.6. Goods and Service Tax (Not Applicable for Exempted Goods/Services):

The bidder should be either

i. GST Registered Bidder but not under composition scheme

OR

ii. GST unregistered Bidder

Registration:

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 to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: *If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/~~10~~ lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/~~10~~ Lakhs and hence he is exempt from Registration under GST Act, 2017.*

*The expression "**aggregate turnover" (gross revenue)** shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.*

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

i.Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

ii.Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The scanned copy of documents regarding status w.r.t GST to be uploaded by bidders in support of information/ declaration furnished online by the bidder in the BOQ sheet against Eligibility Criteria.

I.Status: GST registered Bidder/Dealer:

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

II.Status: GST unregistered bidder/Dealer:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.

Technical evaluation and determination of the L-1 status:

a) The evaluation of tender shall be done based on cost to company. Renting of motor cab (if fuel cost is borne by the service recipient, then 18% GST will apply) Or else 5% will apply & NO ITC available to service receiver in Renting of motor cab services.

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company.

b)The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him

c)The Tax Invoice raised by the supplier must be in compliance to relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

State	***Unit / HQ***	***City***	***GSTIN*** *(Provisional ID)*
Jharkhand	*HQ*	*Ranchi (HQ)*	***20AAACC7475N1ZI***
	RI-II	*Dhanbad (RI-II)*	
	RI-III	*Ranchi (RI-III)*	
~~*West Bengal*~~	~~*RI-I*~~	~~*Asansol*~~	~~***19AAACC7475N1Z1***~~
~~*Maharashtra*~~	~~*RI-IV*~~	~~*Nagpur*~~	~~***27AAACC7475N1Z4***~~
~~*Chhattisgarh*~~	~~*RI-V*~~	~~*Bilaspur*~~	~~***22AAACC7475N1ZE***~~
~~*Madhya Pradesh*~~	~~*RI-VI*~~	~~*Singrauli*~~	~~***23AAACC7475N1ZC***~~
~~*Odisha*~~	~~*RI-VII*~~	~~*Bhubaneshwar*~~	~~***21AAACC7475N1ZG***~~

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice.

d)The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier.

e)If CMPDIL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.

f)The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

g)In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.

h)In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.

i)***TDS:*** *The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.*

10. Submission of Bid:

10.1 The bidder will have an option for submitting EMD through ONLINE mode only (in INR).

10.2 The bidder will submit their bid online on the website ***https://coalindiatenders.nic.in***. No off-line bid shall be accepted unless otherwise specified. However, in case of tenders having relaxation in eligibility criteria for co-operative societies formed by PAPs (Project Affected Persons), there will be provision for offline submission of bids by PAPs and online submission of bids by bidders other than PAPs in the same tender. The NIT should contain the appropriate clause for this provision like exemption of EMD and offline submission of bid by PAPs.

10.3 Online Registration:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at ***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 Enrollment” on the home page of at ***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.

10.4 System Requirement:

It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender website. Under any circumstances, 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.

10.5 User Portal Agreement:

The bidders will 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, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

10.6 In the undertaking given by bidder online, there will be provision for penal action, 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.

10.7 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

10.8 General Instructions for Submission of Tender:

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/ Cover-I and OID:

i)Letter of bid
ii)Details of Earnest Money
iii)Information on Eligibility/Qualifying criteria as detailed under **Clause No. 9** including necessary scanned documents as elaborated there.

Part II/ Cover-II:

i)Prices only in the Excel format as indicated in the Bid document.

10.9 For online submission of tender the bidders will have to upload "Letter of Bid" and all the Confirmatory Documents as prescribed in the NIT in Cover-I and only "Price-bid" in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in Cover I.

10.10 Content of Part-I/ Cover-I:

a. General Technical Evaluation:

The bidder has to fulfil / comply with all the terms of 'General Technical Evaluation' (GTE).

b. Letter of Bid:

The format of Letter of Bid (as given 'ANNEXURE-A1') will be downloaded by the bidder and will be printed/typed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

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.~~

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 LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

c. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (if asked) by the bidder while submitting the bid online.

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will be considered. If the bidder uploads any other document, it will be given no cognizance.

NOTE:

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.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Cover-I (Part-I).

Sl No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.
1	**Letter of Bid (LOB):**	Letter of Bid (LOB) on the bidder's letter head, in prescribed format (**Annexure- A1**). Note: In case of JV the LOB is to be signed by all partners
2	**Earnest Money Deposit:** (Ref. Clause No. 3 of NIT)	Refer Clause No. 3 of NIT.
3	**The Work Experience:** (Refer Clause No. 9.1 of NIT): 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 (Work involving engagement of road worthy passenger vehicles of commercial category on hiring basis*)* valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.	Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor, suitable document as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.
4	**Working Capital:** (Refer Clause No. 9.3 of NIT): 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	1. Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line regarding amount of available Working Capital inclusive of lines of credit and availability of other financial resources, Date on which the bidder possesses the required working capital etc.

	opening of tender.	
5	**Fleet Requirement:** **(**Refer Clause No. 9.4 of NIT): 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.	An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased and hiring agreement(s), if applicable.
7	**Permanent Account Number (PAN):** **(**Refer Clause No. 9.5 of NIT):	Copy of PAN card issued by Income Tax Department, Govt. of India.
8	**Digital Signature Certificate:**	1.If the bidder himself is the DSC holder bidding on-line then no document is required. However, 2.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.
9	**Undertaking:**	A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (**Annexure-A2**). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
10	**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.
11	**Goods and Service Tax (Not Applicable for Exempted Goods/ Services):** (Ref. Clause No. 9.6 of NIT)	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: **a) Status: GST registered Bidder (but not under composition scheme)** - **Document:** GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority. **b) Status: GST unregistered bidder** - **Document:** A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is

		GST unregistered bidder/ dealer in compliance with the relevant GST rules.
12	**Mandate Form for Electronic Fund Transfer:**	Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa**.** (As per **Annexure- A3**).
13	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.		

10.11 Content of Part-I/ Cover-I:

a. Price- Bid/ Cover-II/ 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 BOQ format and the bidder will have to quote for all the tendered items 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 bid.

The rates quoted by bidder shall be inclusive of all Taxes but excluding GST. The system (excel sheet) will compute the GST (Total GST, component of GST payable by the bidder and component of GST payable by department) and GST compensation Cess, if applicable, as per pre-defined logic.

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

I.GST Registered Bidder, OR
II.GST Unregistered Bidder.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

10.12 SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as follows:

Case – 1: Works / Services for which INPUT TAX CREDIT is not available to the Company.

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Payment/deposit of GST is the responsibility of the Contractor (Supplier).

Payment of GST and GST Compensation Cess (if applicable) would be made to the Contractor only on submission of Bill/Invoice in accordance with the provision of relevant GST Act & Rules and after filing of return online on the GST Portal. Input Tax Credit is to be availed by CMPDIL as per rule.

Contract Value:

The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST'. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

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.

11. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule.

If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

12. Auto Extension of Critical Date:

If number of bids received online is found to be less than 03 (three) on End Date of bid submission, then the following critical dates of the Tender will be automatically extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

- Last date of submission of Bid.

➢Last date of receipt of EMD.
➢Date of Opening of Tender.

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.

NOTE:

1.The validity period of tender shall be decided based on the final end date of submission of bids.

2.The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).

3.After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

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. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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.

14. Opening And Evaluation Of Tender:

14.1 Opening of Bid:

Tenders [**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.

14.2 Automatic Evaluation (Technical):

The e-Procurement/tender system will evaluate the Technical bids 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.

The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary which will be visible in the site once the Bid Openers allow the system to

"*Disclose Bidder Information*" after completion of Reverse Auction, if applicable.

Acceptance of Bidder in a general format of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

~~After decryption and opening of bids, the system will show the lowest price (cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened~~.

14.3 Evaluation of Tender (by Evaluator):

i) Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided on the basis of Cost to Company.

ii) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

iii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made 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 7 days. If the L1 bidder fails to submit the specified document/s in 7 (Seven) days' time or the uploaded documents still contain some deficiency, additional time of 5 days (5 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, first for 7 days (7x 24 hour) and next for 5 days (5x24 hour) duration shall be given.

iv) The tender will be evaluated 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.

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

vi) 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 incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.

vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.

viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.

ix) The process as mentioned at Clause no. (vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted

x) In case none of the bidders complies the technical requirement, then re-tender will be done.

xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

xii) **Penal Provisions:** If the L-1 bidder happens to be defaulter upon verification of documents uploaded, 100% EMD of defaulting bidders 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 L1 successively.

xiii) The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

xiv) After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

xv) The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document **(Annexure-A6)**.

xvi) Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

xvii) The bidder must furnish all statutory documents pertaining to vehicle such as Insurance, RC Book, Tax Payment receipt, Permit. Fitness, etc. before the issue of Letter of Acceptance by CMPDI. Failing which may lead to suitable action as per Clause No. 14.3 (xii).

15. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.

Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This Additional Performance Security will not carry any interest and shall be released in the following manner.

i.30% of additional performance security will release after 60% of the total work is completed.
ii.50% of additional performance security will release after 80% of the total work is completed.
iii.100% of additional performance security will release after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

16. 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.

f.The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

17. Site Visit:

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding on a specified date as decided by CMPDIL, ~~approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available~~ and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. 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 or liable for those costs.

19. Recovery of any Claim from Vendor/Supplier:

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

Further Earnest Money/ Performance Security forfeited will be inclusive of GST.

20. Road Tax, insurance and other such statutory taxes:

20.1 Road Tax, insurance and other such statutory taxes are to be borne by the contractor. 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. Any incidental, overheads etc. as may be attracted upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

20.2 However such duties, taxes, levies etc., which is notified by government 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.

20.3 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.

21. This Tender Notice shall be deemed to be part of the Contract Agreement. The 'General Terms & Conditions', Technical Terms & Conditions, Special Terms & Conditions (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.

22. One Bid per Bidder:

<u>Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a</u> Public Limited / Private Limited Company or any legal entity. 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 bidders' participation to be disqualified.

23. Currencies of Bid and Payment:

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

24. Period of Work:

The duration of work shall be 24 months and the date of commencement of the work will be reckoned from the actual date of issue of letter of acceptance/work order or actual date of engagement of the first vehicle, whichever is later.

25. Commencement of Work:

The successful bidder shall deploy vehicles within **10 days** of issue of the Letter of Acceptance.

26. Deployment of Manpower and Machineries:

The successful tenderer(s) will deploy sufficient number and type of ~~equipment /machineries/~~ vehicles.

27. 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.

28. Canvassing in Tender:

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.

29. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post/speed 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. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute an agreement **within one month** in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period indicated in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written agreement to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the agreement is signed by both the parties i.e. Contractor and the Company.

30. Bid Validity:

The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. 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. 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.31 (Modification and Withdrawal of Bid) of NIT.

31. 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/she/they may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular 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:

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in CMPDIL/Subsidiary.

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

i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.
Penal action against clauses above will be enforced from the date of issue of such order.
iii) The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

a.The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.

b.The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

a.A partner of bidder(in case of JV and partnership firms) 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).

b.Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

32. Security Deposit:

Total security deposit will consist of two parts-

a.Performance Security to be submitted at the time of award of work, and
b.Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

32.1. Performance Security:

Performance Security should be of **5%** of the annualized value of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

33.1.1 Govt. Securities / FDR:

Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

33.1.2 Demand Draft:

Demand Draft drawn in favour of Central Mine Planning and Design Institute Ltd, Ranchi' on any Scheduled Bank payable at its Branch at Ranchi.

The bid security deposited in the form of Demand Draft / Cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

32.2. Retention Money:

Retention money will be deducted at 5% of annualized contract value from the running on account bills in 12 equal installments that would be submitted by the contractor for the work done against the work order.

The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent running bills, if any.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/earnest money.

33. Postponement of scheduled date(s):

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.

34. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

35. Contract Agreement Document(s):

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 form an integral part of this NIT and shall also form a part of the contract agreement.

36. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in - Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

37. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

38. Compliance of Applicable Labour Laws:

a.The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

b.The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

c. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. ~~or Central Govt. whichever is higher~~ and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**

d.The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

e.The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

f.The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st running on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.

g.The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

h.The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

i.The contractor's workmen shall not at any point of time have any claim whatsoever against the CMPDI.

j.The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

k.Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.

l.~~If the contractor fails to discharge his duties or neglects to perform the work agreed to do under the agreement, the CMPDI is entitled to terminate this agreement as per clause and/or get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.~~ (Indicated in Section III, Clause No.-12; TECHNICAL TERMS AND CONDITIONS)

m.The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen’s' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

n.**The contractor shall ensure that drivers/workers engaged are registered on CLIP portal of CIL (Contract Labour Payment Management Portal) and payment to them is done through this portal.**

39. CMPF / EPF:

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

40. Employment of Local Labour:

a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.

b) If a contractor submit his bid qualifies and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

41. Splitting up of the work:

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 tenderer(s) or accept the tender in part and not in its entirety.

42. Settlement of Disputes:

~~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 Officer-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.~~

~~Effort shall be made to resolve the dispute in two stages.~~

~~In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.~~

~~If differences still persist, the settlement of the dispute shall be resolved in the following manner:~~

~~Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.~~

~~In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).~~

43. Settlement of Disputes through Arbitration:

~~If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.~~

~~The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the Clause 41.~~

~~i.In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.~~

Sole Arbitration:

~~"In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract."~~

~~a)In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.~~

~~b)It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.~~

[Refer clause no.10 of General Terms and Conditions for clause nos. 42 & 43 above.]

44. Legal Jurisdiction:

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 Ranchi District Court.

45. 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.

46. ***If services are not found satisfactory*****, CMPDI** ***reserves the right to cancel the contract.***

(HOD Exploration; CMPDI, RI-III)

SECTION – II

<u>Annexure–A1</u>

Format of "Letter of Bid" (for Works & Services Tenders)

Letter of Bid

To,
The Tender Committee,
Central Mine Planning & Design Institute, Ranchi.

Sub. **:** Letter of Bid for hiring of 5 Nos of vehicle (Bolero/Scorpio/ Tata Sumo etc.)

Ref. **:1.** NIT No.: "**CMPDI/RI-3/EXPL/2019/V.Hiring/Orla/2223** " dated 17/05/2019

2. Tender Id No. :"---"

Dear Sir,

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

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

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

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

If any information furnished by me/us towards eligibility criteria of this bid 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-III, CMPDIL, Ranchi.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute Ltd, RI-III, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute Ltd, RI-III, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

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

Annexure–A2

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished on-line and authenticity of the Documents uploaded on-line in support of his Eligibility:

FORMAT OF UNDERTAKING

I/We ………………………………………….... Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S. ...., solemnly declare that:

1. I/We am/are submitting Bid for the work……...against NIT No/Tender ID......................... Dated………………… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. I / Our Partners /Directors don't has/have any relative as employee of Central Mine Planning and Design Institute Ltd, Ranchi.

3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. * I/We have submitted particulars existing GST registration, if applicable. I/We also undertake that certificate of registration with appropriate GST authority where the work will be executed shall be arranged befor any payment made to us.

7. I/We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

8. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

   Or

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

~~9.~~ *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

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

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

[* Delete whichever is not applicable.]

Signature of the Tenderer

Dated:

Annexure–A3

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To
Central Mine Planning & Design Institute Limited, RI-III.
Gondwana Place, Kanke Road, Ranchi -834008

Sub: Authorization for release of payment due from Central Mine Planning & Design Institute Limited, RI-III, Ranchi; through Electronic Fund transfer/Internet Banking.

Ref: Tender No. **CMPDI/RI-3/EXPL/2019/V.Hiring/Orla/2223** Date: **17/05/2019**

(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____________
3. E- Mail Id ____
4. Permanent Account Number ________________________________

5. Particulars of Bank

<table>
<tr><td>Bank Name</td><td></td><td>Branch Name</td><td></td></tr>
<tr><td>Branch Place</td><td></td><td>Branch City</td><td></td></tr>
<tr><td>PIN Code</td><td></td><td>Branch Code</td><td></td></tr>
<tr><td>MICR No.</td><td></td><td>IFSC</td><td></td></tr>
<tr><td colspan="4">(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)</td></tr>
<tr><td>RTGS CODE</td><td colspan="3"></td></tr>
<tr><td>Account Type</td><td>Savings</td><td>Current</td><td>Cash Credit</td></tr>
<tr><td>Account Number (as appearing in the Cheque Book)</td><td colspan="3"></td></tr>
</table>

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, RI-III 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)**

Annexure–A4

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date: Signature of the Bidder with seal of the firm

Annexure–A5

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANKAUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To,

Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _______________ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work ________________ *[Name of the Work]* by issue of Letter of Award No. ________ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated __________ valued at ________________ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of ___ *[indicate figure]%* of the Contract Sum _____________ *[amount in figures and words)* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, ____________________ *[name of the Bank]*, of ________________ *[address of the Bank]* (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of __________________ *[amount of guarantee in figures and words]*, at any time from _________ to _________ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _______________day of ________________ at __________________

For and on behalf of the Bank.

Signature___________________________

Name ___________________________

Designation___________________________

Common Seal of Bank___________________________

Annexure–A6

PROFORRMA FOR EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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 ₹………………….. 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 WITNESS:

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) Section- I: Tender Notice/Document (Page 2 to 27)
ii) Section- II: Formats like Letter of Bid etc.(Page 28 to 36)
iii) Section- III: Technical Terms and Condition for hiring of vehicle (Page 37 to 41)
iv) Section- IV : General terms & conditions. (Page 42 to 49)

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, deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 6.25% of the annualized awarded work value. The ~~excess~~/balance amount of security deposit (i.e. retention money which is 5% of the annualized awarded work value) shall be adjusted in the RA Bill(s) in 12 equal installments.

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 Sri. ………….. On behalf of
(Name of the company) in presence of ……………….

Name________________
Signature
Address
Occupation

Annexure–A7

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

(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, --, Owner/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 ------------
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 to be newly purchased, the break-up of which is given below:

Sl. No.	**Category**	**Quantity**
	Owned	.... Nos
	Hired	.... Nos
	To be newly purchased	.... Nos

Signature of the Tenderer

Dated----------

Signature & Seal of Notary

SECTION - III

TECHNICAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. Description of the vehicle:

(a) Type of vehicle	: Diesel driven non-AC light commercial vehicle (Jeep).
(b)Make	: Bolero/Scorpio/Sumo
(c) Year of manufacturing	: Not prior to three years from the date of publishing of tender.
(d) Construction	: Hard Top (Covered.)
(e) Seating capacity	: 6 (5+1) (minimum).
(f) Category of vehicle	: Commercial/ having taxi permit

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

2. Engagement:

The vehicle may be used for official work for 24 hours and have to travel mostly anywhere in entire Jharkhand, as per requirement, including Sundays and Holidays and have to be stationed at the office or premises or the place as directed by the controlling authority i.e. HOD (Exploration) / respective Camp-In-Charges. General duty pattern of Exploration work at CMPDI, RI-III: a) mostly, 12 hours of extended single shift per day and/ or, b) 2 shifts of 8 hours each per day***.*** Average run of the vehicle will be around 3500 km per month (approx.), however, vehicle may run more / less as per requirement of the company's work***.***

3. Provision of Driver:

The contractor will provide the vehicle(s) along with drivers 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. While driving he should keep his mobile phone in silent/vibration mode. 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. If behaviour of the driver(s) is not satisfactory, HOD (Exploration) shall have the right to ask the contractor to replace the concerned driver within 48 hours. The drivers shall be provided with uniform, adequate money to meet the expenses during the period of journey, by the contractor. Accommodation/social need for the driver is to be arranged by the contractor.

4. Maintenance /Repair of vehicle :

The contractor shall at his own cost, arrange for all materials, manpower, spare, tools, tackles etc. and regular checking / maintenance / repair of the vehicle and keep it in good and safe condition at all time. During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case.

For the routine repair and maintenance of the vehicle, one day off in a month for each vehicle may be provided as per the convenience of the company.

5. Log Book:

Proper Log book shall be maintained by the driver regarding odometer readings, in & out time, mileage, diesel issue etc. duly counter signed by the controlling authority / user of the vehicle. The Log Book has to be maintained for each vehicle separately.

6. Possession of the vehicle(s):

The vehicle(s) and driver(s) shall be exclusively placed under the control of Regional Director, RI-III, CMPDI, Ranchi and/or his authorized representative and it shall not be moved elsewhere without permission of the concerned controlling Officer.

7. 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/Partnership firm: the contractor may deploy any other vehicle/s of same class owned by him subsequently or hired subsequently through a 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.

However, 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.

8. Breakdown:

In case of breakdown: The contractor shall provide replacement vehicle(s) immediately (within 12 hours) after receiving breakdown information of the engaged vehicle 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.

9. Liquidated damage:

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 a sum of Rs. 800/- per day will be deducted as liquidated damage from his bill for the period of absence from duties.

OR

In the event of the contractor failing to provide the vehicle on time and CMPDI 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 contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expenses incurred by the department is less, the difference shall not be paid to the contractor. This will be in addition to liquidated damage deducted indicated as above.

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 contractors bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

10. Compensation, in case of accident:

The Company shall not be responsible 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 vehicles. The party shall be exclusively responsible for such payments of compensation, if any.

11. Compliance with statutory provisions:

The contractor shall familiarise 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 accounts and the contractor shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to contractor, or other related documents, the contractor shall provide it to the Company in reasonable time.

12. Payments & Reimbursement:

12.1. The bill should be submitted to the respective offices of the Company, where the vehicle is in use / stationed, within 15 days of the succeeding month positively. Payment will be made within 21 days from the date of receipt of the bill with all relevant papers. No interest will be paid for delayed payment due to unavoidable reasons.

12.2. Entry Tax/Border Tax/Temporary Permit/Toll Tax /Parking Charges, if any, within the station / out-station / other States, when the vehicle runs for official work, will be reimbursed by the Company subject to the production of documentary evidence, dully signed by the controlling officer.

12.3. All other charges (except GST) to run the vehicle have to be borne by the contactor. The GST will be reimbursed by the company as per GST Act.

12.4. There shall be no increase in the contract rate of the vehicle(s) during the entire period of the contract and its extension, if any.

12.5. All through the contract period, the hiring rate shall not exceed the lowest rate charged by the contractor to any other organisation/agency under the same terms and conditions. In the event of rate going down, you shall promptly supply such information, to enable the Company to amend the awarded rate for subsequent service.

13. Night Halting charges:

In case of staying out of station by the driver with the engaged vehicle at night for company's official work, night halting charge shall be paid by the company, @ of Rs.150.00 per night per vehicle. Here station means either Orla Camp or its Sub-camp as decided by CIC Orla time to time.

Outstation duty of the engaged vehicle, if any, will be certified by the Camp In-Charges for the payment of night halt charge.

14. Diesel & Engine Oil reimbursement:

HSD and engine oil will be issued from camp stores of CMPDI to the respective driver of the engaged hired vehicle @ 1 liter HSD for every 10 Kms running & @ 1 litre engine oil (15 W 40 or 20 W 40 grade) per 500 Kms running of vehicle.

In case, due to any reason, HSD / Engine oil has not been supplied from the camp store, the cost of the HSD / Engine oil as per the specified rate of consumption, will be reimbursed by the company as per the prevailing rates of Public Sector Fuel Filling Stations like IOC, IBP, BPCL, HPCL etc.

Any expenses on excess consumption beyond the prescribed limits in respect of diesel and engine oil will be recovered from Contractor's Bill(s). However, under any circumstances 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.

Occasionally the vehicle may have to go outside Jharkhand and for this, if any additional permit is required, the contractor has to arrange this. However, any additional cost for obtaining such permits from transport authority shall be reimbursed by the company after production of required documentary evidence.

15. Statutory Deduction:

All statutory deductions shall be made from the contractor's bill at the rates as applicable from time to time.

16. Validity of Contract:

The vehicle hiring period will be as per Company's requirements, subjected to a maximum of two years from the date of deployment of vehicles, extendable further up to one year at the same rate and terms and conditions.

17. Termination of Contract:

In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.

18. Liability of the Company :

a. In no case CMPDI shall be liable to any other charges or expenses other than the hiring charges, providing diesel and engine oil and Entry / Border Tax/Temporary permit for out of Jharkhand/Toll Tax as specified above under clause nos. 13, 14 & 15 above.

b. The Company, in no way, shall be liable for safety and loss of employee /vehicle(s) of the contractor.

c. The company shall have no responsibility regarding the appointment of staff / employees by the contractor for execution of the work and no obligations or liability will be borne by the company in case of death / permanent disability etc./ disputes between the contractor and his employed staffs.

19. Agreement:

The contractor will have to enter into an Agreement with CMPDI RI-III on a non-judicial paper of Rs. 250/- (Rupees two hundred fifty only) within one month from the commencement of work.

20. Requirement of additional vehicles:

The current requirement is based on the present work in hand. However, the number of vehicle(s) may be subsequently increased or reduced depending on the emergent need of the Company. Therefore, the Company reserves the right for requisition of additional similar vehicle(s), as and when required, at the same rates and terms and conditions. All payment will be made on pro-rata basis of actual days of deployment of such additional vehicle(s).

21. Deployment / providing of hired vehicle:

The successful bidder shall deploy vehicles within **10 days** of issue of the Letter of Acceptance.

HOD, Exploration

CMPDI, RI-III

SECTION – IV

GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. Definitions

i) **"Employer"** or "Company" means CMPDI, R.I.-3 who will employ the contractor represented by the appropriate authority.

ii) **"Principal Employer"** means 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) **"Officer-In-charge"** shall mean the officer nominated by the company who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Officer – 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. The Officer 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 Officer- 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, technical terms and 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) The **"Work"/ "Service"** shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.

ix) **"Contract amount"** shall mean:

In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities 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.

x) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.

xi) **"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.

xii) **"Department"** means Regional Institute – 3, Ranchi, CMPDIL.

xiii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) 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:

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

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. All additional copies, if required, should be certified by the Officer-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 Officer-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:**

Work will be awarded to the lowest bidder (L-1), generally without post-tender negotiations. Negotiation should be avoided as far as possible. However, if required, negotiation shall be done with successful L-1 bidder. In that case bidder(s) should be in a position to depute himself/representative at short notice with full authority on technical as well as commercial terms & conditions of the contract.

2.4 **Acceptance of Offer:**

Letter of Acceptance (LOA) is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and EMD is liable to be forfeited.

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:

Description in Bill of Quantities of work.

Particular specification and special conditions, if any

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 /Competent 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.

4. Security Deposit: Total security deposit including retention money will be 10% of the annualized value of work order, 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 within 28 days from the date of receipt of LOA by the L1 bidder in the form given below.

- Government securities, FDR or any other form of deposit stipulated by the owner.
- Account payee demand draft in favour of CMPDI, Regional Institute, Ranchi of any schedule bank payable at its branch at Ranchi (Jharkhand).

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 without any interest within 21 days of the completion of hiring period/extended period/date of closure of contract.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/earnest money.

4.1 Refund of Security Deposit

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

Retention Money should also be refunded within 14 days of the completion of hiring period / extended period / date of closure of the contract.

4.2 Refund of Additional Performance Security:

The Additional Performance Security shall be released in the following manner:

I. 30% of additional performance security will be released after 60% of the total work is completed.
II. 50% of additional performance security will be released after 80% of the total work is completed.
III. 100% of additional performance security will be released after total work is completed.

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

5.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which Earnest Money deposited by him may be forfeited and the Letter of Acceptance of Tender/Work Order may also be rescinded and the contractor be debarred to take part in the subsequent future re-tender.

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 Force Majeure:

i) Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics and other Acts of God.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes.

In such situation, the successful bidder/ contractor will apply to the Officer-In-Charge through a letter indicating the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of the above mentioned Force Majeure clauses, no liquidated damage will be imposed on the contractor in case of non-providence of service.

5.3 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, if any, will be at the existing rate with mutual agreement.

6.0 Payment: 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 concerned officer, the sum to which the contractor is considered entitled by way of interim payment for the following :

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 the concerned officer.

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, 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 by notice in writing, 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 Officer-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 Officer–In- Charge, then on the expiry of the period as may be specified by the Officer- In- Charge 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 Officer -In- Charge in a notice in writing.

Or

f) Transfers, sublets, assign the entire work or any portion thereof is not permissible. In such case the Officer-In-Charge may, cancel the whole contract or portion of it in default by giving a written notice.

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 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 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.

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.

8.2 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and HOD (Exploration), RI-3 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 (Exploration), 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 (Exploration), furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable HOD (Exploration) 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.

9. Carrying out Part Work at Risk and Cost of Contractor

If the service provided is unsatisfactory, HOD (Exploration), RI-3, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency. The certificate issued by the HOD (Exploration) for the cost of work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

The contractor from whom part work is being taken out, shall not be allowed to participate in the subsequent tendering process, if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rate, the difference shall not be payable to the contractor.

10. Settlement of Disputes/Arbitration

10.1 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 Officer-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.

10.2 Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to the HOD (Exploration). If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.

10.3 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.

HOD (Exploration)

RI-III, CMPDI, Ranchi

Signature Not Verified
Digitally signed by Abhishek Mukhopadhyay
Date: 2019.05.22 15:58:41 IST
Location: Coal India Limited