



## TENDER NOTICE

NIT No. सीएमपीडीआई/ब्लैकीयससं थान-7/समन्वय/2021/E-686642

दिनांक: 10.02.2021

### LIMITED OPEN TENDER

Sealed tenders in single part are invited for “*Hiring of 01 nos of light commercial vehicle for supervision/monitoring of Outsourced exploration work in IB valley coalfield, Odisha*” for CMPDI RI-VII Bhubaneswar as per Technical terms and conditions and Schedule of requirement for Hiring of vehicle given in **Annexure1** and details mentioned in tender document.

Estimated amount in Rs. 166950.00

Earnest Money Deposit Amount : Nil

Issue of Tender Documents	:	Begins on 10.02.2021 from 04:30 P.M & Closes on 17.02.2021 at 04:30P.M
Last date of submission of sealed tenders	:	18.02.2021 up to 03:00 PM.
Due date and time of opening of tenders	:	18.02.2021 at 03:30 PM.

Completed and sealed tender documents in accordance with instructions contained in Tender Document should be submitted to HOD (Co-ordination), Co-ordination Department, 3<sup>rd</sup> Floor, North side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar –751013 through speed post /courier and quotation should reach on or before due date and time of submission.

भवदीय,  
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विभागाध्यक्ष (कोऑर्डिनेशन)

प्रतिलिपि:—

1. RD, RI-VII, CMPDI, Bhubaneswar.
2. All Notice Boards, CMPDI, RI-VII, Bhubaneswar
3. HOD (Exploration, CMPDI, RI-VII, Bhubaneswar
4. HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
5. Tender committee members.





**cmpdi**

*A Mini Ratna Company*

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## **TENDER DOCUMENT**

**FOR**

**“Hiring of 01 nos of light commercial vehicle for supervision/monitoring of Outsourced exploration work in IB valley coalfield, Odisha” for  
CMPDI RI-VII Bhubaneswar**



**February , 2021**  
**Central Mine Planning and Design Institute Ltd.**  
(A Subsidiary of Coal India Ltd.)  
**Regional Institute –VII**  
**P.O. RRL Pin 751013**

TenderNo. सीएमपीडीआई/क्षेत्रीयसंस्थान-7/समन्वय/2021/E-686642

दिनांक: 10.02.2021

**LIMITED OPEN TENDER**

1. Sealed tenders are invited for following work as per Schedule of requirement mentioned in Annexure1 and terms and conditions mentioned below:

Description of work	Hiring of 01 nos of light commercial vehicle for supervision/monitoring of Outsourced exploration work in IB valley coalfield, Odisha" for CMPDI RI-VII Bhubaneswar. (Details in Technical terms and conditions AND Schedule of requirement for Hiring of vehicle Ref: Annexure-I)
Estimated cost	Rs 1,66,950.00 (including GST)
Earnest Money Deposit(EMD)	<b>NIL (Duly filled Annexure - V to be submitted by bidder)</b>
DUE DATE & TIME OF SUBMISSION OF TENDER	upto 18.02.2021 at 03:00 PM
Schedule date and time of opening.	18.02.2021 at 03:30 PM

**MODE & METHOD OF SUBMISSION OF TENDER: -**

The offer should be submitted in a sealed cover addressed to "The HOD (Co-ordination)" mentioning **QUOTATION FOR** 'Hiring of 01 nos of light commercial vehicle for supervision/monitoring of Outsourced exploration work in IB valley coalfield, Odisha " on top of the envelope super scribed with the tender reference number & date and shall be dropped on or before DUE DATE & TIME OF SUBMISSION OF TENDER as mentioned above, in the tender box located at Co-ordination Department, 3rd Floor, CMPDI, RI-VII, Bhubaneswar or through registered post/speed post or by hand.

**IMPORTANT NOTE:-**

It is requested to submit the offer complete in all respects as per the tender document along with supporting documents, failing which the offer may not be considered.

**All pages of the offer, including enclosures, should be signed and stamped without which the offer shall be rejected.**

**II. COMMERCIAL TERMS AND CONDITIONS:** It is requested to read the following terms and conditions carefully before submitting the offer. **It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below:**

- 1) The rates quoted should be firm, inclusive GST and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for two months.
- 2) **Engagement of the vehicle should be as per Technical terms and conditions AND Schedule of requirement for Hiring of vehicle enclosed at Annexure I.**
- 3) The tender shall be opened on scheduled date mentioned above in Co-ordination Department, CMPDI, RI-VII, Bhubaneswar. [If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working date.]

#### 4) Eligibility Criteria for Participation :

##### a. 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 owner 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-IV) to this effect. For such new vehicle(s), RC book is not required to be furnished. In case of old (not more than 03 years from the month of manufacture as on the last date of bid submission) vehicles, the bidder has to submit copy of RC book, road permit, fitness, insurance and all other required documents for a commercial vehicle/s.

**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) vehicle(s), 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 is to be furnished (as per Annexure-IV) in case the owner proposes to deploy new vehicle(s). For such new vehicle(s), RC book is not required to be furnished.

##### b. Fleet Requirement:

The Bidder has to quote for all the fleet requirement of 01(One) vehicle.

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 vehicle as per NIT either owned, hired or newly purchased. (The format is provided at Annexure-IV)

#### 5) COPY OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

1.	<b>Documents related to GST of Bidder.</b>	The following documents establishing the status of bidder w.r.t GST: <b>Status: GST registered Bidder (but not under Composition Scheme)</b>  <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.
2	<b>Documents related to PAN of Bidder.</b>	PAN card issued by Income Tax department, Govt. of India
3	<b>Documents related to Vehicles</b>	(i) Owner Book of Vehicles (at least for 01 nos. of vehicles of any type described in Annexure I ) <b>OR</b>  If the bidders wish to offer vehicles of other owners, copy of the Hiring Agreement executed with the owner of the vehicle(s) proposed to be deployed for this work is to be furnished as detailed above and Owner Book for at least 01 nos. of vehicles of any type described in Annexure I).

		<b>AND/OR</b>
		<p>An affidavit as per <b>Annexure-IV</b> 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.</p> <p>(ii) Valid third party / liability insurance (for the offered vehicles) (As applicable as per clause no. 04 mentioned above)</p> <p>(iii) Possessing of Valid pollution certificate (for the offered vehicles) (As applicable as per clause no. 04 mentioned above)</p> <p>The year of manufacture &amp; registration for the offered vehicles should not be older than three years as on the last date of submission of bid.</p>
4		An undertaking to be submitted by the bidder on Bidder's Letter Head, regarding genuineness of the information furnished by him and authenticity of the copy of documents submitted by him in support of his eligibility, as per the format given in <b>Annexure-III</b>
5		Format for Bid Securing Declaration to be submitted by the Bidder on his Letter Head during submission of bid as per <b>Annexure -V</b>

6) Security Deposit : Successful bidder has to submit security money as per the clause no.06 given in *General Terms and conditions for Hiring of vehicle* of NIT

7) Any dispute arising out of the above tender will be settled as per Annexure-II i.e, Settlement of disputes.

8) Certificate from the tenderer those who downloaded tender document from website. (Ref Annexure VI)

9) The company reserves the right to reject any or all the quotations without assigning any reason thereof.

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विभागाध्यक्ष (कोऑर्डिनेशन)  
सीएमपीडीआई, क्षेत्रीय स्थान-7

**Distribution:**

- 1) RD, CMPDI, RI-VII, Bhubaneswar: for kind information.
- 2) All notice boards, CMPDI, RI-VII, Bhubaneswar.
- 3) HOD (Geomatics), CMPDI, RI-VII, Bhubaneswar.
- 4) HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
- 5) Tender Committee members
- 6) M/s. OMM Travels, At- Baula Chhak, PO-Talcher, Dist Angul Odisha-759100, email id: susil.nath1979@gmail.com
- 7) M/s. Satyajeet Das, At- Lamtibahal, Near SBI, PO/PS-Brajrajnagar, Dist-Jharsuguda, Odisha-768216, email id: simpu.speed999@gmail.com
- 8) M/s. Lalitendu Pradhan, At- Medical Chhak, P.O. – Kosala, Dist- Angul, Odisha-759130, email id: [pradhanlipu10@gmail.com](mailto:pradhanlipu10@gmail.com)

## GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

### 1. Definitions

- i) "**Employer**" or "Company" means CMPDI, Regional Institute- VII who will employ the bidder represented by the appropriate authority.
- ii) "**Principal Employer**" means the officer nominated by the Company to function on its behalf.
- iii) The word "**Bidder/ Bidders**" 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 bidder, 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 bidder 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 bidder, and the formal contract agreement executed between the company and the bidder 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 "Bill 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 bidder'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 CMPDI, Regional Institute – VII, Bhubaneswar.

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.
- Commercial Terms and condition.
- Bill of Quantities/ Schedule of work/ Scope of work.
- Frozen terms & conditions / technical parameters/ revised offer, if any.

**3. Negotiations:**

**Work will be awarded to the lowest bidder (L-1), 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.**

**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.**

**5. Banned or Delisted Bidders:**

**The bidders would give a declaration that they have not been banned or delisted by any Govt., Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt., 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.**

**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 and/or the specifications, the following order of preference shall be observed:**

**Description in Bill of Quantities of work. Particular specification and special conditions, if any General specifications.**

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 well with regard to the intention of the document or contract as the case may be.

Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the bidder from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.

Any difference detected in the tender/ tenders submitted resulting from:

Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.

Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figure or words, then the rates quoted by the bidder in words shall be taken as correct.

**6. Security Deposit:** Security Deposit shall consist of two parts:

- Performance Security to be submitted at award of work  
and
- Retention Money to be recovered from running bills. The security deposit shall bear no interest.

Performance Security should be 5% 3% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of CMPDI REGIONAL INSTITUTE 7 on any Scheduled Bank payable at its Branch at Bhubaneswar

Retention money @5% will be deducted from every RA bill submitted by the contractor and this will also be a part of the security deposit.

Security deposits will be refunded after satisfactory completion of the contract period. No interest shall be payable by CMPDI, RI-VII BHUBANESWAR, on the security deposits.

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

**REFUND OF SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within 21 days, on claim by him in a plain paper after the termination completion of contract and

on issuance of "No Dues" certificate by the user department. However, if there is a delay, the Contractor shall not be entitled to any interest.

## **7. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

If the bidder, 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 bidder 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 bidder be debarred to take part in the subsequent future re-tender.

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

## **8. Force Majeure:**

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

**In such situation, the successful bidder/ bidder 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 penalty will be imposed on the bidder for non-providence of service.**

## **9. 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 Bidder 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.**

**10.0 Payment:** The running on account payment may be made once in a month. The bidder has to submit the monthly bill, in duplicate, along with log book (original) of the vehicle to the controlling officer.

**10.1** Payment of on account bill shall be made after certifying by concerned officer, the sum to which the bidder 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 bidder to the company, and further subject to the bidder having given to the no claim certificate by the concerned officer.**

**10.2** 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 bidder exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the bidder 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 bidder's claim under any other contract with the company or from the bidder's security deposit or the**

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

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

**10.3** 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.

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

**11.0 [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 bidder :-**

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.

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

a) If the bidder, 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 bidder being a company, its affairs are under liquidation either by a resolution passed by the bidder'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 bidder's company, if any.

c) If the bidder 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 bidder 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 bidder. In the event of termination or suspension of the contract, on account of default on the part of the bidder, 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.**

#### **11.2 Suspension of Work**

- i) The company shall have power to suspend the work or any part thereof and Company may direct the bidder 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 bidder, or for proper execution of the work for reasons other than any default on part of the bidder, 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 bidder, extension of time shall be allowed by the company equal to the period of such suspension and the bidder shall properly protect and secure the works to the extent necessary during such suspension.

#### **11.3 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 shall give notice in writing to that effect to the bidder. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the bidder 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 bidder shall, if required by the company, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable the company to assess the amount payable. The bidder 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.**

#### **12. Carrying out Part Work at Risk and Cost of Bidder**

**If the service provided is unsatisfactory, the company after giving the bidder 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 bidder with cost involved in engaging another Agency. The certificate issued by the company for the cost of work so done shall be final and conclusive and the extra cost, if any, shall be borne by the bidder.**

**The bidder 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 bidder at his agreement rate, the difference shall not be payable to the bidder.**

#### **13. Settlement of Disputes/Arbitration**

- 13.1 It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder and the company, effort shall be made first to settle the disputes at the company level. The bidder 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 bidder shall be entertained by the company.
- 13.2 Effort shall be made to resolve the dispute in two stages.  
**In first stage dispute shall be referred to the HOD (Exploration), CMPDI, RI-VII, Bhubaneswar. If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.**
- 13.3 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.

## **TECHNICAL TERMS & CONDITIONS AND SCHEDULE OF REQUIREMENT FOR HIRING OF VEHICLE**

### **TECHNICAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE**

#### **1. Description of the vehicle:**

A. Type of vehicle : Vehicle (with minimum seating capacity of 7) with hard top covered body.  
 B. Make : Mahindra Bolero/Mahindra Scorpio/Tata Sumo/or equivalent SUV.

Type of vehicle	Category	No. of Vehicle(s) required for hiring	Maximum age of Vehicle(s), as on the last date of Bid Submission (to be counted from the month of manufacture)
Mahindra Bolero/Tata Sumo/Mahindra Scorpio/ or equivalent SUV.	Commercial	01(One)	03 (three) years

#### **2. Engagement:**

i. The vehicle/s will be used for conveyance of persons including equipment in Sundargarh/Jharsuguda Dist. and outstations in the state of Odisha.

Note: In case travelling agent providing vehicles, the agent will give a certificate/declaration from the original vehicle owner regarding receiving his payment in full every month and after receiving the same, the bill for the next month will be processed.

#### **3. Possession of the vehicle(s):**

The vehicle(s) and driver(s) shall be exclusively placed under the control of HOD (Expl), CMPDI, RI-VII, Bhubaneswar or his authorized representative.

#### **4. Log Book:**

Proper Log book in the format approved by CMPDI shall be maintained by the bidder/driver to record the Km reading for verification which will be signed by the user of the vehicle. The Log Book has to be maintained for each vehicle separately.

#### **5. Provision of Driver:**

The bidder will provide the vehicle(s) along with competent, skilled and orderly driver(s) possessing a valid driving license to perform the job. 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 bidder has to follow the labour laws / relevant laws in regard to weekly off, wages, etc. to the Driver. If behavior of the driver(s) is/are not satisfactory, HOD (Exploration) or his Authorized representative shall have the right to ask the bidder to replace the concerned driver within 48 hours. The drivers shall be provided with proper clothes, adequate money to meet the expenses during the period of journey, by the bidder. Accommodation/social need for the driver is to be arranged by the bidder.

#### **6. Replacement of vehicle:**

The bidder may request for change of vehicle to be deployed by him at any time at his option as follows:

i. In case the bidder is a Travel Agency/ Partnership firm: the bidder may deploy any other vehicle(s) of same class

owned by him subsequently or hired subsequently through an hiring agreement, of the same.

II. In case the bidder is Owner of Vehicle: the bidder may deploy any other vehicle(s) of same class owned by him subsequently of the same.

(It may kindly be noted that maximum age of replaced vehicle as on the last date of bid submission should be 03 (three years) )

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.

**7. Maintenance /Repair of vehicle:**

The bidder 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 with replacement of vehicle during the day off period.

**8. Breakdown:**

In case of breakdown: The bidder 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 bidder to provide substitute vehicle of equivalent capacity in the good condition for the break down period which should also be having requisite documents.

**9. Penalty:**

- 9.1** In case the bidder fails to provide a vehicle for a particular period(s), he will not get the hiring charges for that period(s) and a penalty of 1.5 times of daily hiring charges would be deducted and same shall be adjusted from the monthly bill.
- 9.2** In the event of the bidder failing to provide the vehicle on time and CMPDI going in for hiring of another vehicle 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 bidder under the hiring contract, will be deducted from the bill(s) submitted by the bidder. But if such expenses incurred by the department are less, the difference shall not be paid to the bidder. This will be in addition to liquidated damage deducted indicated as above (clause 9.1).
- 9.3** If CMPDI suffers any loss on account of damage to its property, due to any failure on the part of bidder or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the bidder, the value of the same as assessed by the company, shall be recovered from the bidders bill/security deposit. The decision of the company in this regard shall be final and binding to the bidder. Applicable GST to be borne by the bidder.

**10. Compensation, in case of accident:**

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

**11. Compliance with statutory provisions:**

The bidder shall familiarize 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./DTO/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 bidder 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 bidder, or other related documents, the bidder 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(s) 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, duly signed by the controlling officer.
- 12.3. All other charges (except GST) to run the vehicle have to be borne by the contractor. 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 bidder to any other organization /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:**

When the vehicle is sent out of Sundargarh/ Jharsuguda Dist., Night halt charge @Rs.250.00/- is payable to the contractor.

**14. Diesel & Engine Oil reimbursement:**

HSD and Engine oil will be reimbursed @ 1 litre HSD for every 10 kms running and @ 1 litre engine oil per 500 Kms. running of the vehicle as certified by authorized representative of HOD (Expl) or as mentioned in work order. The cost of diesel and engine oil and engine oil shall be reimbursed at prevailing market rate of HSD of IOC/Bharat Petroleum/Hindustan Petroleum applicable at the place of engagement of vehicle. The contractor should ensure the filling of sufficient quantity of Diesel/ Engine oil (for 150 kms running) when reporting for duty. In case the vehicle is held up due to want of HSD/Engine Oil, necessary deductions as deemed fit will be made from the contractor's bill.

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 circumstance.

**15. Statutory Deduction:**

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

**16. Validity of Contract:**

The vehicle hiring period will be 60 Working days continuously with tentative four days break in a month. During the period of contract the performance of the service provider will be reviewed periodically. Contract period shall start from the date of issue of contract.

**17. Termination of Contract:**

During the period of contract the performance of the service provider will be reviewed. 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 week advance notice.

**18. Liability of the Company:**

- I.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 Odisha / Toll Tax as specified above under clause nos. 13, 14 & 15 above.
- II.The Company, in no way, shall be liable for safety and loss of employee /vehicle(s) of the bidder.
- III.The company shall have no responsibility regarding the appointment of staff / employees by the bidder 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 bidder and his employed staffs.

**19. Deployment / providing of hired vehicle:**

The successful bidder shall deploy vehicles within 48 hours of issue of Letter of Acceptance/Work order or as per the instruction of HOD (Exploration) whichever is later.

Signature of Tenderer: .....

Address:.....

Telephone No.: .....

e-mail:.....

**Schedule of requirement / Price bid***(Bidders are advised to fill the rates in the below table below)*

Sl. No.	Item Description	Qty (a)	Basic Unit rate per vehicle per day ( in Rs.) (b)	GST ( in Rs.) (c)	Unit rate inclusive of GST ( in Rs.) (d) = (b) +(c)	Total hiring charges of 01 nos of vehicles for 60 days inclusive of GST ( in Rs.) (e) = (a)x(d)
1.	Hiring of 01 nos of light commercial vehicle for supervision/monitoring of Outsourced exploration work in IB valley coalfield.	60 days				

Signature of Tenderer: .....

Address:.....

.....

Telephone No.: .....

e-mail:.....

***Settlement of Disputes/Arbitration***

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 HoD(Geomatics) CMPDI, RI-VII 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 the Regional Director CMPDI, RI-VII Bhubaneswar. If difference still persist the dispute shall be referred to a committee constituted by the CMPDI. 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).

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 39.

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.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

**Applicable Law:** The contracts shall be interpreted in accordance with the laws of the Union of India.

**Contracts with Partnership firm/ Joint Venture:**

The Partnership firm/ Joint Venture is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

ii.In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

**Sole Arbitration:**

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018".*

## **Annexure-III**

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished and authenticity of the Documents uploaded 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.
3. All information furnished by 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. 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.
7. \* 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.

8. \* I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

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

9. 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.]

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS**

(For deploying matching vehicle 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 NIT No ----- dated -----

1. That we undertake to deploy the vehicle 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
i.	Owned	..... No
ii.	Hired	..... No
iii.	To be newly purchased	..... No

Signature & Seal of Notary

Signature of the Tenderer

Dated-----

## **Annexure-V**

## **Format for Bid Securing Declaration**

**(To be submitted by the Bidder on his Letter Head during submission of bid )**

I / We,.....,Proprietor/ Partner/ Legal  
Attorney/Director/ Accredited Representative of M/S. ...., solemnly accept(s) that if I/We withdraw or modify my/our Bid during the period of validity, or if I/we are awarded the contract and fail to sign the contract agreement, or to submit performance security before the deadline as per NIT/ Tender document/ Letter of award or any other default made by me/us till execution of agreement as defined in the NIT/Tender Document, I/we will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

**Signature of the Tenderer**

Dated-----

ANNEXURE – VI

**CERTIFICATE FROM THE TENDERER THOSE WHO DOWN LOADED TENDER  
DOCUMENT FROM WEBSITE**

This is to certify that I/We have downloaded this tender document from CMPDIL website and is being submitted without tempering at any page. Further we understand that in the event of such tempering being detected at any stage or time, CMPDIL has the right to terminate this work and our firm can be black listed.

(Signature of authorized person with Seal & Date)