



Under Jurisdiction of Ranchi Court Only
Central Mine Planning & Design Institute Limited.
 (A Mini Ratna Company - Subsidiary of Coal India Ltd.)
 Gondwana Place, Kanke Road,
 Ranchi – 834031, Jharkhand, India
Office of the General Manager (CMC)
 E-mail: gmcmc.cmpdi@coalindia.in

NOTICE INVITING TENDER

(Open Domestic Bid through GeM Portal: <https://gem.gov.in> for for “Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi”

TENDER REFERENCE NUMBER: CMPDI/CMC/2024-25/17

1. Tenders are invited online in two packet system namely Technical bid (packet-1) and Financial bid (packet-2) on the website <http://gem.gov.in> for the following work:

Description of work	Estimated Contract Value (Incl. GST) (in ₹)	Earnest Money (in ₹)	Period of Completion
Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi	Rs. 71,76,000.00	Rs. 44,850.00	24 Months

For site visit of location of work, the prospective bidder(s) may contact

Tender Inviting Authority	Contact Person(s)/Bid Dealing Officer(s)
GM/HoD (CMC) CMPDIL, Kanke Road, Ranchi-834008	Shri Atul Kumar, Chief Manager (E&M) CMPDI (HQ), Kanke Road, Ranchi-834008

NOTE: JOINT VENTURE IS NOT APPLICABLE FOR THIS TENDER

2. **Time Schedule of Bid:** As given on the on-line on GeM Portal: <https://gem.gov.in>.

NOTE (Important):

- If the due date of opening falls on a holiday, the Bid will be opened on the next working day.
- One extension of bid submission date by four days in case of number of bids received is less than three. No separate corrigendum shall be issued and published by the Bid Inviting Authority for extending the due dates. This extension will be also applicable in case of receipt of zero bid.
- After extension, the bid shall be opened irrespective of available number of bids on the extended date of opening of bid.
- There will be no physical / manual sale of the Bid Document.
- There is no bid fee and the bidders can download the Bid Document free of cost.
- Bidders are advised to download the complete set of the Bid Document, including the bid details.

3. Availability of Bid Documents:

Detailed Bid Notice & Bid Documents including terms and conditions of works shall be available on Government E-Market Place (GeM) portal <https://gem.gov.in> and Bid Notice shall be available at websites www.cmpdi.co.in & <http://eprocure.gov.in/cppp>. The Bid document can be downloaded by any prospective bidder from the GeM Portal free of cost. The download of bid document may start immediately after e-Publication of NIT and shall continue till the last date and time specified for downloading the document.

4. Clarification of Bid:

The bidder may seek clarification on-line through e-tendering portal <http://gem.gov.in> within the specified period. No other mode of seeking clarifications shall be entertained. The identity of the Bidder will not be disclosed by the system. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that bid. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be as per GeM portal provision.

5. Bid Security / Earnest Money Deposit (EMD):

5.1. Deposit of EMD:

- 5.1.1. The bidder will have to make the payment of EMD through NEFT/RTGS only and have to furnish UTR Number during submission of bid. Bidder will have to submit the proof of payment of EMD. Bidder should upload a copy of NEFT/RTGS payment confirmation document consisting UTR Number.
- 5.1.2. The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.
- 5.1.3. EMD of the successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.
- 5.1.4. No Bid will be accepted unless accompanied by the requisite Earnest Money Deposit as stated above.

5.2. Bank detail for EMD is as below:

**Name of Bank: State Bank of India,
Branch: CMPDI Branch,
IFSC: SBIN0005598
A/c No: 10106155087
Address: Gondwana Place, Kanke Road,
CMPDIL Campus, Ranchi – 834031.**

NOTE: The bidders should submit MANDATE FORM for e-Payment along with EMD, as per the format given in the bid document (as **Annexure – V**).

5.3. Exemption of EMD

The bidders under the category of State/Central Govt./PSUs/firms registered with NSIC/MSEs (Micro & Small Enterprises) having valid registration for the tendered services are exempted from submission of EMD against uploading of valid documentary evidence.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

6. Pre-Bid Meeting: NOT APPLICABLE

7. Qualification of the Bidders:

- 7.1 In order to submit the bid, the bidders have to get themselves registered online on GeM portal (<https://gem.gov.in>).

Bidders are advised to upload the scanned copy of documents specified under the eligibility criteria of the bid in support of their qualification, as Packet-I, against the bid. The CHECK LIST of such documents is also available under the heading **Confirmatory Document** to verify the submission of required information. Non- submission of requisite documents/ information will be considered as a non-responsive bid, which is liable for rejection.

- 7.2 The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm or private limited company having eligibility to participate as per eligibility criteria stipulated in **clause No.8 of NIT**.

- 7.3 **Joint Venture (JV):** NOT APPLICABLE

8. Eligibility Criteria

- 8.1 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 at least 02 (two) vehicle(s) which are offered to be engaged.

- A. **Travel Agent is owner of the vehicle:** For such cases, copy of RC book of the required number of vehicles which are offered to be engaged, is required to be furnished.
- B. **Travel Agent is having Hiring Agreement:** For such cases, Copy of the Hiring Agreement on Non-Judicial Stamp Paper and duly Notarized, executed with the owner of the vehicle(s) proposed to be provided for this work is to be furnished along with copy of RC book of the proposed vehicles to be provided
- C. In case the Travel Agent wishes to provide new vehicle(s), then an Affidavit is to be furnished in enclosed format (as per Annexure-VI) to this effect. For such new vehicles, RC book is not required to be furnished.

Owner of Vehicle: In case the bidder is not a Travel Agent, he should be the Owner of at least 02 (two) vehicle(s) as detailed below, registered under commercial category. For such cases,

Copy of RC book of the required number of vehicles, which are offered to be engaged, is required to be furnished.

OR

In case, the bidder/owner does not possess the requisite of at least 02 (two) vehicles, then:

Either, Copy of the Hiring Agreement on Non-Judicial Stamp Paper and duly Notarized, executed with the owner of the vehicle(s) proposed to be provided for this work is to be furnished. For such cases, copy of RC book is required to be furnished.

AND / OR

An affidavit as per Annexure-VI is to be furnished in enclosed format in case the owner proposes to provide new vehicles. For such new vehicles, RC book is not required to be furnished.

8.2 **Work Experience:**

The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to bid (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Bid 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 value/Period of completion in Days x 365”.

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% 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-Bid has been invited.

The definition of Similar Work shall be as follows:

For this bid similar work means “Providing hired Taxies/Ambulances/passenger vehicles/ pickup van/ utility van etc. of all categories in Govt./ PSU Organization/Semi Govt./any Nationalized Bank”.

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

- 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 and the actual % of share in case of a Joint Venture).
- vi. Executed Value of work against each experience.
- ~~vii. In case the bidder is a Joint Venture, the work experience of any one, two and three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.~~

Note:

- i. 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).
- ii. The weightage of 7% 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."
- iii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- iv. 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.

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

For work experience, Bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Bid Committee.

Note: A Sample Checklist for Work Experience Certificate is enclosed below.

SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement)
2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).
4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable)
5. Name of Contractor:
6. Name & Address of Employer/Work Order Issuing authority of experience.
7. Start Date & End Date of Qualifying Experience.
8. Executed Value of Work: (For the said period)

NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days) should be at least 50% of the Annualized value or estimated value whichever is less.

8.3. 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 bid.

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

- 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 with UDIN 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.

Note: Relevant clause of GEM bid document in respect of “The minimum average annual financial turnover” is not applicable in this bid as provisions mentioned under clause 8.3 is applicable in respect of Working Capital as per relevant manuals of Coal India Ltd.

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 or equivalent certificate of foreign partner issued from the respective country. Such certificate should contain the Unique Document Identification Number (UDIN).

Note: A Sample Checklist for Working Capital Certificate is enclosed below.

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY)

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Bidder:
2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

Sl No	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

3. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of bid)
4. Name of Chartered Accountant (CA) with Membership No.:

5. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of bid).
6. Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.

NOTE:

1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.

* The net availability of funds is the availability of unutilized fund.

8.4. Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document): **PAN CARD** of the bidder.

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

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

Scanned copy of documents to be uploaded by Bidders in Bidder space/ My Document

The following documents depending upon the status w.r.t GST Category:

- a) Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate Authority of India.

- b) Status: GST registered Bidder under composition scheme

Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate Authority of India.

- c) Status: GST unregistered Bidder:

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

NOTE:

If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and Rules.

Evaluation of Bid and L-1 status:

- a) *The evaluation of bid shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.*

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 (Applicable after 31.03.2018 as decided by GOI), the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, if any, shall be added to quoted price while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

- 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, where applicable, 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.
- c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ as given below:

State	Unit / HQ	City	GSTIN
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475NIZI

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods/Services, 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 so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- 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) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- h) 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.
- i) 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.
- j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- k) As per the present GST rule, GST implication for the above categories of bidders will be as under:

(a) GST Unregistered Agency : 5% GST to be paid under RCM
(if bidder is exempted from GST registration) (Reverse Charge Mechanism)

(b) GST Registered body corporate : 5% GST to be paid under RCM
and Any other GST registered agency
(if bidder having GSTIN but not availing ITC)

(c) *GST Registered Body Corporate availing ITC* : 12% GST to be paid by bidder
(if bidder having GSTIN and availing ITC)

(d) *GST Registered Bidder under composition scheme* : No tax liability
(if Bidder is registered under composition scheme)

8.6. An Undertaking:

An **Undertaking** on the **bidder's letter-head** regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the bid document at **Annexure-II**.

8.7. Legal Status of the bidder:

Scanned copy of documents to be uploaded by bidders:

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

8.8 Banning:

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

8.9 Purchase Preference under 'Make in India' Policy for "Local supplier"

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Scanned copy of documents to be uploaded by Bidder(s) against Eligibility Criteria are as follows:

- I. If the estimated value of Procurement is less than Rs.10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items

- II. If the estimated value of procurement is more than Rs.10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

9. **Submission of Bid:**

- 9.1. The bidder can submit their bid only after payment of EMD as per the provision stipulated in the Bid Document.
- 9.2. The bidder will submit their bid online. No off-line bid shall be accepted.
- 9.3. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal of i.e. at <https://gem.gov.in>. The registration should be in the name of bidder.
- 9.4. 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 GeM 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 GEMs bidding system or internet connectivity failures.
- 9.5. 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.
- 9.6. The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner.

9.7. **General Instructions for Submission of Bid**

For online submission of bid the bidders will have to upload "Letter of Bid", Information regarding Eligibility Criteria, working capital and all the confirmatory documents as prescribed in the bid document in Packet-I and only "Price-bid" in Packet -II.

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

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

- b. **Undertaking by the bidder:** The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Bid Document shall not be considered.
- c. The bid of the bidders shall have no condition. Conditional bids are liable to be rejected. The Bid which is incomplete and not submitted as per instruction given above will be rejected.
- d. **Confirmatory Documents:** All the confirmatory documents as enlisted in the bid document in are to be uploaded in Packet-I by the bidder while submitting his/her bid.

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

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Letter of Bid (LOB): (Refer clause no. 9.7a of Bid Document)	Letter of Bid (LOB) on the bidder's letter head, in prescribed format given in relevant annexure (Annexure-I).
2	Earnest Money Deposit:	Refer Clause No. 5 of Bid document.
3	THE WORK EXPERIENCE (Refer clause no. 8.2 of Bid Document) :	For work experience, Bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
	The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to bid (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Bid 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.	sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Bid Committee.
4	The Availability of Working Capital (Refer clause no. 8.3 of Bid Document) : 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 bid.	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 or equivalent certificate of foreign partner issued from the respective country. <u>Such certificate should contain the Unique Document Identification Number (UDIN).</u>
5	Travel Agent or Owner of the vehicle(s): (Refer clause no. 8.1 of Bid Document)	Documents in support of travel agent or owner of the vehicle(s) as per clause no.: 8.1 of bid document.
6	Permanent Account Number (PAN) (Refer clause no. 8.4 of Bid Document): The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.	In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder.
7	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 8.5 of Bid Document)	The following documents establishing the status of bidder w.r.t GST as their applicability: I. Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. II. Status: GST Registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. III. 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 of India.
8	Legal Status of the bidder (Refer clause no. 8.7 of Bid Document):	<u>Any one of the following documents:</u> 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. (The partnership firm is required to submit written consent of all the partners to Arbitration clause as per the provision

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
		stipulated in the NIT).
9	Banning (Refer clause no. 8.8 of Bid Document)	The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs as per Annexure-VII. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification.
10	Certificate of Local Supplier (Refer clause no. 8.9 of Bid Document): (Annexure-VIII)	The ‘ Class-I Local supplier/Class-II Local Supplier ’ at the time of bid, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item/services offered meets the local content requirement for ‘Class-I Local supplier/Class-II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made. In case of estimated value in excess of Rs. 10 crores, the ‘Class-I Local supplier/Class-II Local Supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
11	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in Annexure-II. (Refer clause no. 8.6 of Bid Document)	
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 against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.	

9.8. 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 per following 02(two) cases:

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.

Case – 2: Works / Services for which INPUT TAX CREDIT is available to the Company.

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. 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.

9.9. 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 as per provision of GST

Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority, if any.

10. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies, royalty, building and construction worker cess (as applicable in states) payable by the bidder/ Contractor under the Contract, or for any other clause 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. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants 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. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the later 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 service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary 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 and penalty, if any

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The 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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment. (As applicable)

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation."

NOTE: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

11. Modification and withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Bid Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- 11.1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 1 (one) year from participating in bids in CMPDIL. The Price-bid of remaining bidders will be opened and the bid process shall go on.
- 11.2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in bids in CMPDIL. 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 bid process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 12.3 below:”

Note : In case of clause 11.1 & 11.2 above, a letter will be issued to the bidder by Bid Inviting Authority with the approval of Bid Accepting Authority.

11.3. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in GeM Portal

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 partnership firms) who is registered on the GeM portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners who 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 tender committee.

II. Acceptance of withdrawal by Bid Committee:

Every case of withdrawal under Clause 11.3 I-(A) (b) and Clause 11.3 I-(B) shall be put up to Bid Committee for deliberation and further course of action.

The decision of Bid Committee will be binding on the bidder.

12. Bid 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. No separate communication will be required in this regard. Non-receipt of e-mail and

SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Bid Status will be in public domain and anyone visiting the site can view it by identifying the bid.

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 GeM 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 GeM portal or Internet connectivity failures.

13. Extension of Time schedule of Bid:

If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be extended for a period of **four days**.

If any of the above extended Dates falls on Holiday i.e non-working day as defined in the GeM 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.

14. Opening of Technical Bid:

- 14.1. Opening of Technical bid: The Technical bid (Packet-I) will be opened on the same day of the Bid submission end date on prescheduled date & time of Bid Opening.
- 14.2. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the bid document then the bid will be rejected.
- 14.3. All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Packet-I).

15. Technical Evaluation of Bid:

- 15.1 After opening of Technical bid, the documents submitted by bidder(s) in Packet-I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Bid Committee. The Bid Committee will examine the uploaded documents against eligibility criteria given in the bid document. If it confirms to all eligibility criteria given in the bid document then the bidder will be considered eligible for opening of price bid.
- 15.2 In case the Bid Committee finds that there is some deficiency in uploaded documents corresponding to the document submitted online or in case corresponding document have not been uploaded by bidder(s) 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 bidder(s). The bidder(s) will get this information on their personalized dashboard under "Clarification" link. Additionally, information shall also be sent by system generated email, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) 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. No further clarification shall be sought from Bidder. Any related document(s) submitted online or offline beyond these specified period of 7 days shall not be considered for evaluation.
- 15.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- 15.4 The bid will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are 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 bid.
- 15.5 In case the bidder(s) submit(s) requisite documents online as per bid document, then the bidder(s) will be considered eligible for opening of Price Bid.
- 15.6 Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM portal only.

- 15.7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- 15.8 In case bidder(s) fails to submit documents as per eligibility criteria even after 7 days time (Clause 15.2) above, their/his bid shall be rejected.
- 15.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified If they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.
- 15.10 After Technical evaluation of bid, “Technical Evaluation Report” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the online on the GeM portal. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on GeM portal at rescheduled date and time.
- 15.11 In case none of the bidder(s) complies the technical eligibility criteria as per bid document, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)
- 15.12 Preference to MSEs (For applicable services) and Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time.

16. Financial Evaluation of the bids:

- 16.1. The Bid Committee will recommend for award of work to the successful bidder after evaluating their technical-commercial eligibility based on the scanned documents uploaded by bidder(s) in support of the eligibility criteria and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
- 16.2. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
- 16.3. The processes for entering into the agreement with the successful bidder will be done via offline mode manually. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Bid document (Annexure-IV).
- 16.4. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in bids in CMPDIL.

17. A. Preference to Make in India:

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner :

In the procurement of works which are divisible in nature, the following procedure shall be followed :-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of GeM portal by recycling 'Any other document' link.

Verification of local content :

If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

False declarations will attract banning of business of the bidder for a period up to two year.

A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

B. Procurement from Micro and Small Enterprises (MSEs) (applicable for service nature of bids):

i) Subject to meeting terms and conditions stated in the bid document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the bid shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the bid. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the bid, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the bid process or meet the bid requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the bid process or meet the bid requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies

mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

C. Procurement from Startups: Not applicable.

18. Restrictions under Rule 144(xi) of general Finance Rule (GFRs), 2017

1. Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the competent authority.
2. ‘Bidder’ means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
3. The competent Authority for the purpose of Registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
4. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is citizen of such a country; or
 - g) A joint venture where any member of the joint venture falls under any of the above.
5. The Beneficial owner for the purpose of 4 above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) “Controll”; shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individual;s, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (vi) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

19. Bid Extension:

If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Bid will be extended for a period of four days:

- i) Last date of submission of Bid
- ii) Bid Opening date.

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

20. Cancellation of Bid:

If no Bid is received, the bid will be cancelled.

In case none of the bidder(s) complies the technical eligibility criteria as per Bid Document, then bidder(s) will be rejected online. In such case re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)

- 21. All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.
- 22. 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 Bid document (**Annexure-IV**).
- 23. The Company reserves the right to postpone the date of receipt and opening of bids without assigning any reason whatsoever.
- 24. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 25. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reasons whatsoever and to split up the work between two or more bidders or accept the bid in part and not in its entirety.
- 26. Matters relating to any dispute or difference arising out of this bid and subsequent contract awarded based on this bid shall be subject to the jurisdiction of Ranchi Court only.

27. Site Visit:

- a) The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the bided 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.
- b) 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.
- c) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

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

29. 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.

30. Canvassing in connection with the bids in any shape or form is strictly prohibited and bids submitted by such bidders who resort to canvassing shall be liable for rejection.

31. The bidder shall closely study all specifications in detail, which govern the rates for which he is bidding.

32. Currencies of Bid and Payment:

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

33. Period of Work:

The work should be completed as per schedule and the date of commencement of the work will be reckoned from the date mentioned in letter of acceptance/work order.

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM portal prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on-line through GeM portal. On receipt of Letter of Acceptance (LOA)/Work Order of the bid issued by the Company, the successful bidder shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and in addition, the bidder will be banned for (01) one year from being eligible to submit Bids in CIL/subsidiary from date of issue of such letter and forfeiture of EMD. The written contract 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 contract is signed by both the parties i.e. Contractor and the Company.

The offline communication of LOA shall not be mandatory.

35. Validity of offer:

The validity period of the bids shall be **120 (One Hundred Twenty) days** from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his bid.

36. One Bid per Bidder:

- (i) Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

(ii) Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;

All such Bidders having a Conflict of Interest, shall be disqualified.

37. This Bid Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.

38. **Performance Security Deposit:**

Performance Security shall be 5% of annualized value of contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:

- a. A Bank Guarantee in the form given in the Bid Document at Annexure –III. The Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834031.

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Limited.
- c. Demand Draft drawn in favour of Central Mine Planning & Design Institute Limited issued from any Scheduled Bank payable at its branch at RANCHI.
- d. However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.
- e. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:
 - (a) at Bidder's option by a Scheduled Bank
 - or
 - (b) by a foreign bank located in India and acceptable to the employer.

- f. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (*Zero date for BG is the Date of issue of LOA/Work Order*).
- g. The Performance Security submitted in any form mentioned above shall not any interest.
- h. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.
- i. 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 on account running bills, if any.
- j. **If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.**
- k. **Refund of Performance Security Deposit:** The performance security deposit shall, subject to any deductions that may be made there from, be returned to the Contractor within 60 days, on claim by him in writing after the completion of contract after satisfactory completion of work by the user department. However, if there is a delay, the Contractor shall not be entitled to any interest.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

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

- 39. 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 and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

40. **GENERAL TERMS AND CONDITIONS:**

- a. Maximum age of Vehicle, as on the date of opening of bid shall be 03 years. Age of vehicle shall be counted from the date of 1st registration of the vehicle.
- b. The quoted Monthly hiring Rate should be inclusive of all statutory taxes (Central/State) including Fuel Charges & Driver wages and applicable Goods & Service Tax (GST). The quoted rate should also be inclusive of all other expenses like repairs, mobil / lubricating oil / engine oil, salary and allowances of driver and all other charges (including Night halt allowances) directly or indirectly.
- c. GST, as applicable on taxable value of hiring bills, shall be paid by CMPDI as per prevailing GST Rules. Any change in the government tax rules during the contract period will be applicable.
- d. CMPDI will reimburse all expenses in case of toll receipts & entry tax, if any, wherever & whenever applicable, on submission of these receipts in original duly signed by the authorized user of vehicles, along with bills.
- e. The contractor shall ensure that sufficient fuel in the vehicles shall be available in the vehicles at the time of reporting on duty. It is responsibility of the contractor to maintain fuel in the vehicle throughout duty period. In case of non-availability/non-reporting of vehicle on duty due to any fault on the part of the contractor, CMPDI may take appropriate penal actions as deemed fit.
- f. During Outstation Duty, Night Allowance or Night Halt Charge will not be applicable for this contract. Boarding, Lodging and Fooding expenses of the drivers shall be bear by the service provider.

- g. **Maintenance/Repair of Vehicle:** The service provider shall at his own cost, arrange for all materials, manpower, spare, tools tackles etc. and regular checking/maintenance/repair of the vehicle and keep in good and safe condition at all time. The service provider shall be responsible for routine maintenance/servicing of vehicles at their own cost.
 - h. The vehicles to be provided by the Contractor shall possess all the documents as per Government rules and guidelines such as valid registration certificate, valid insurance policy, permit, fitness, road tax and other related documents as per statutory norms. Only registered commercial vehicles shall be provided by the service provider. Any consequences arising due to providing non-commercial vehicles at any occasion shall be borne by the Service Provider and CMPDI shall not be held responsible in any manner whatsoever for such act of the Agency.
 - i. The vehicles shall remain in sound running condition, the interiors of the vehicles shall remain clean & odour free. The seats shall be provided with neat & clean white covers with white towels with over them. The contractor shall at his own cost be responsible for overall cleanliness of their vehicles.
 - j. The contractor will provide the vehicle(s) along with driver(s) possessing a valid driving license. The driver should be experienced (at least two year of driving), skilled, literate, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving he should keep his mobile phone in silent/vibration mode. The drivers shall be provided with uniform and adequate money to meet the expenses during the period of journey, by the contractor. If behaviour of the driver(s) is (are) not satisfactory, CMPDI shall have the right to ask the contractor to replace the concerned driver immediately. The driver shall report to duty as per the requirements of the Company. Accommodation/social need for the driver is to be arranged by the contractor.
 - k. The driver shall produce Vehicle Log Book to the user of the vehicle at the start of the journey. It contains date of deployment, vehicle no. & type, starting km & time and release km & time and place visited. Details in the Log Book are to be filled by users and signed by the concerned driver and the user both, on the same day at the time of release of the vehicle on that day. If vehicles are retained for more than 1 day, the above information are to be maintained for each day, signed by the concerned driver and user. The Log Book has to be maintained for each vehicle separately. Overwriting in the Log Book, if any, should be counter signed by the user. Log Book, along with bill, should be produced to this office failing which it is not possible to make the payment of bill.
- (Note: Successful bidders should get their Log Book printed and get it approved by CMPDI before starting the work).
- l. The quoted rate for each type of vehicle should be filled in carefully by the bidder after considering all the aspects. No request for change or variation in the rates or the terms & conditions of the contract shall be entertained on the grounds that the bidder had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.
 - m. No change in rate will be allowed if there is a change in price of vehicle, fuel charges, POL servicing/maintenance cost and/or parts of vehicle.

41. PAYMENTS:

- a. Payments for each month of hiring will be made to the Contractor on receipt of bills in duplicate from the Contractor, along with filled-in Log Book duly signed by the concerned driver and certified by the users. All bills should be addressed to General Manager (E&M), CMPDI, HQ, Ranchi. Normally the payments would be made within 21 (Twenty One) days of submission of bills. However, no interest shall be payable to the Contractor if the payment is not made within the stipulated period for reasons beyond our control.
- b. Except the agreed rate of hiring, toll gate charge (if any) and entry tax (if any), no other charges whatsoever will be paid by CMPDI.

- c. 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.
- d. 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.
- e. 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 as applicable. 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.
- f. Paying authority: Paying authority is HOD/ GM (Finance), CMPDI (HQ), Ranchi,
- g. No interest shall be payable on the amounts withheld for any reason.

42. Scope of Work:

- a. The hiring contract includes hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi
- b. The contract awarded will be for a period of two years from the date of commencement of contract and may be extended up to another 12 months or till the finalization of a new contract, whichever is earlier.
- c. The monthly hiring charges for vehicles will be restricted to running kilometres of 2500 Km & 24*7 round the clock on outstation duty as well as local duty.
- d. In case of vehicles running beyond the monthly package of 2500 kms, the cost shall be reimbursed at the rate of 11 kms per litre. Fuel is to be arranged by the service provider and cost of fuel shall be reimbursed on as per actual on submission of cash memo/receipt from authorized outlet on monthly basis.
- e. The contract awarded will be for a period of two years from the date of commencement of contract. The date of commencement of the contract shall be the date as mentioned in the GeM contract.
- f. CMPDI reserves the right to extend the period of contract on the same rate and terms & conditions of contract with prior consent of the contractor.
- g. The hired vehicles have to ply as per the direction given by the user. Normally the vehicles will ply in Ranchi and local areas adjacent to Ranchi. In addition to this, the vehicles may also be used for outstation duties, without any restriction on kilometer run per day subject to monthly running of 2400 kms.
- h. Air conditioner in working condition should be available in the Vehicle at all times during duty hours.
- i. The contractor shall establish office and deploy suitable number of staff at Ranchi, Jharkhand in order to ensure the smooth execution of contract.
- j. The driver of the vehicle will have to maintain phone connection and Mobile for easy access.
- k. The contractor will ensure that the vehicle should report as per requirement within the stipulated time on every occasion. In case of breakdown of the engaged vehicle(s) during duty, another similar

vehicle(s) in good condition will be provided immediately by the contractor after receiving breakdown information, at no extra cost.

- l. It is obligatory on the part of the contractor to continue the work at the finalized rates as per the work order. There shall be no increase in the contract rate of the vehicles during the entire period of the contract. Any request for increase in the contract rate during the period of contract will not be entertained by CMPDI.
- m. It is the condition of the contract that all through the said contract period, the finalized rates as per the work order shall not exceed the lowest rate charged by you to any other agency. In the event of rate going down you shall promptly supply such information to enable the company to amend the awarded rate for subsequent services.
- n. In case of any accident of the vehicle or to the driver, CMPDI will not be held responsible or liable for any payment of compensation to the contractor or to his driver.
- o. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
 - a. In case the contractor has hiring agreement with the owner of the vehicle: the contractor may deploy any other vehicle/s of same class/type hired subsequently through a hiring agreement, of the same or lower age than the originally offered vehicle/s
 - b. In case the contractor is Owner of Vehicle: the contractor may deploy any other vehicle/s of same class/type owned by him subsequently of the same or lower age than the originally offered vehicle/s
 - c. However, such requests as stated at (a) and (b) above, will be considered by 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.

43. Additional Terms & Conditions:

- a. The Contractor shall be required to comply with rules & regulations and laws etc., of the Central Govt., State Govt. or of any competent statutory authority, applicable to the vehicles or the drivers employed for the above work.
- b. CMPDI will not be liable for any act of the contractor which does not arise out of this contract.
- c. CMPDI, or the representative of CMPDI travelling in the vehicle, shall not be responsible in any way, for payment of any claim or compensation of any kind to the Contractor, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful act of the driver and due to fitness of the vehicle(s). The Contractor shall be exclusively responsible for such payments of compensation, if any.
- d. The Contractor shall fully indemnify CMPDI against all payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor. It is the sole responsibility of the contractor to keep their vehicles and accessories in safe custody, CMPDI shall not be responsible for theft of vehicles/parts/accessories while the vehicles are on the duty of CMPDI.
- e. If CMPDI suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill. The decision of the company in this regard shall be final and binding to the contractor.

44. Termination / Cancellation of Contract:

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

- a. In case of prolonged / frequent unsatisfactory service and continues to do so even after a notice in writing from CMPDI,

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 CMPDI,

or

- c. Obtains a contract with the company as a result of ring bidding or other non-bonafide methods of competitive bidding,

or

- d. Shall offer or give or agree to give any person in the service of CMPDI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act(s) of favour, in relation to obtaining or execution of this or any other contract for his company,

or

- e. Transfers, sublets, assign the entire work or any portion thereof to any Firm/Individual/Teams is not permissible. In such case CMPDI may, cancel the whole contract or portion of it in default by giving a written notice.

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

- a. If the contractor, being an individual in case of proprietary concern or in case of a partnership firm, any of its partners, is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b. In case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d. On death of the contractor being a proprietary concern or of any of the partners in case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

47. Guidelines of Banning Business:

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

- a. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
- b. The contracting entity may be banned in the following circumstances: -
 - i. If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii. If L-1 bidder fails to submit PSD and/or fails to execute the contract within stipulated period.
 - iii. If L-1 bidder fails to start the work on scheduled time.
 - iv. In case of failure to execute the work as per mutually agreed work schedule.
 - v. Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in bids keeping his present contract alive.
 - b. On termination of contract.
 - vi. Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii. Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii. The contractor fails to maintain/repair/redesign the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix. Contractor fails to use Mobilization advance given to him for the purpose it was intended.
 - x. Contractor fails to renew the securities deposited to the department.
 - xi. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii. Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
- c. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future bids from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
- d. The banning shall be for a minimum period of One year and shall be effective for the concerned Subsidiary for the bids invited at Subsidiary level. Similarly, in case of bids of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
- e. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in bids, the same will not be entertained during the currency of such banning.
- f. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

48. 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.

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

49. Splitting up of the work:

The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reasons whatsoever and to split up the work between two or more bidder(s) or accept the bid in part and not in its entirety.

50. Liquidated Damage (LD)/Penalty: Liquidated damage/Penalty shall be applicable as per GeM provisions.

51. 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 GM / HoD (E&M) for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

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

In first stage dispute shall be referred to GM / HoD (E&M) for the bids of CMPDIL HQ. If difference still persist the dispute shall be referred to a committee constituted by the CMPDIL. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

52. 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 for settlement of dispute as per provisions of the Bid document.

- 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.
- 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. 05/0003/2019-FTS-10937 dtd. 14.12.2022”.

53. Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this bid and subsequent contract awarded based on this bid shall be subject to the jurisdiction of Ranchi Court (Jharkhand) only.

Sd/-
HoD (CMC)
CMPDI HQ, Ranchi

STANDARD FORMATS / ANNEXURES

FORMAT FOR LETTER OF BID

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To,
The Tender Inviting Authority,
Central Mine Planning & Design Institute Limited.

Sub: Bid for the Work “Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi”.

NIT No.: CMPDI/CMC/2024-25/17

GeM Bid 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 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 CMPDI.

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 & Design Institute Limited.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 (ten) days from the submission of Performance Security or handing over the site or issue of work order or handing over the relevant document to the contractor, whichever is later. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, 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 of 12 months.

Date:

Signature of the Bidder with seal of the firm

PROFORMA FOR UNDERTAKING**(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

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 Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Central Mine Planning & Design Institute Limited

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Central Mine Planning & Design Institute Limited is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.
3. All information furnished by us in respect of fulfilment 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 have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
8. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
9. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
10. *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.

*** Delete whichever is not applicable.**

Date:

Signature of the Bidder with seal of the firm

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE*(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)**[Applicable for PSD amount of Rs.5.00 Lakh and more]***(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED 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 _____

PROFORMA FOR EXECUTION OF AGREEMENT
STAMP PAPER (of appropriate value as per Stamp Act)

Contract Agreement No. _____ Dated _____

An agreement made this _____ date _____ Two Thousand Seventeen between the General Manager (E&M), Central Mine Planning and Design Institute Limited, Ranchi (hereinafter called CMPDI) on the one part and _____ and carrying on business at _____ under the name of _____ (herein after called the

Contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of "Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi" at the rates and under the conditions specified in the Bid Document No.Dated..... and as per the Work Order/LOA no..... Dated.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (i) Letter of Acceptance;
 - (ii) Notice to proceed with the work;
 - (iii) Contractor's Bid;
 - (iv) Conditions of Contract (General Terms and Conditions of GeM portal);
 - (v) Bill of Quantities
 - (vi) Scope of Work
 - (vii) Integrity Pact
 - (viii) Service Level Agreement (SLA, as in GeM portal) and
 - (ix) Any other document listed in the Bid document/ Contract as forming part of the contract

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

CONTRACTOR

FOR AND ON BEHALF OF CMPDI

WITNESSES

WITNESSES

1.

1.

2.

2.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

1. Name of the Bidder:.....
2. Address of the Bidder:

 City..... Pin Code.....
 E-mail Id
 Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.....

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company 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 / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date:

Signature of the Authorised official from the Bank)

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

(For deployment of matching vehicles as per Bid Document either in case bidder offers newly purchased vehicles)

On Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

I/We, -----, Owner/ Individual/Proprietorship Firm/HUF/Partnership Firm/ Company registered under company's act /Partner/ Legal Attorney/ Accredited Representative of M/s -----, solemnly declare that:

1. I/We am/are submitting Bid for the Work -----
-----against GeM Bid no.----- dated -----
2. That we undertake to deploy/provide the newly purchased vehicles as mentioned in the Bid Document on the terms and conditions mentioned therein.

Sl. No.	Category	Quantity
iii.	To be newly purchased Nos

Signature of the Bider

Dated-----

Signature & Seal of Notary

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

Format of Certificate for Local Content

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

Sub. : Certificate for Local Content for the work “Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi”

Tender Ref. No.: CMPDI/CMC/2024-25/17

GeM Bid ID:

Dear Sir,

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

The items/services offered for the work “**Hiring of 01 no. of Maruti Swift Dzire and 05 nos. of Mahindra Scorpio on monthly basis for period of two (02) years extendable further up to 12 months, if required at CMPDI (HQ), Ranchi**” have _____ (percentage) local content in accordance with ‘Preference to MII Clause’ at _____ (location).

Signature of the Bidder with seal of the firm/Digital Signature

Annexure - Guidelines for Indian Agents for Foreign Supplier

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the bid, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized India Agent shall have to upload scanned copy of bid specific Manufacturer's Authorization – signed and stamped by the manufacturer to quote against the CIL Bid, indicating the Bid Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of bid opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a bid on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this bid or in a parallel bid for the same item. Further, in a bid, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same bid. Also one manufacturer can authorize only one agent to quote in the same bid. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them the specific service rendered by them. The Indian Agency commission will payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principle supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.