सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान–7, प्लोट नम्बर: ई–4, गाँधी पार्क के निकट, सामन्तापुरी, पो: आर.आर.एल. भुवनेश्वर 751 013 (उडिशा)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Plot No: E-4, Near Gandhi Park, Samantapuri, PO: RRL, Bhubaneswar 751013 (Odisha)
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road ,Ranchi-834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

cmpdi
A Mini Ratna Company

TENDER NOTICE

NIT No.E- 454195/2020 Dated: 28/02/2020

Sealed Tenders are invited for ***Hiring of 2 (Two) nos. of vehicles- Minimum 07 seater (Mahindra Bolero, Mahindra Scorpio, Tata sumo or equivalent) for official works at Bhubaneswar/outstation for a period of two months***.

Tender No : E- 454195/2020 Dated: 28/02/2020

Description of Item : ***Hiring of 2 (Two) nos. of vehicles- Minimum 07 seater (Mahindra Bolero, Mahindra Scorpio, Tata sumo or equivalent) for official works at Bhubaneswar/outstation for a period of two months***.

Application Fee : NIL

Issue of tender documents :
Begins on – 28/02/2020 at 02: 00 PM
Closes on – 06/03/2020 at 02: 00 PM

Earnest Money Deposit Amount : Rs. 2025.00
DUE DATE & TIME OF SUBMISSION OF TENDER **:** 06/03/2020 at 03:30 PM
Date & Time of opening of Tenders: 06/03/2020 at 04:30 PM

Tender documents can be obtained from the HOD (Co-ordination), Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 on any working day. The same can also be downloaded from the CMPDI website www.cmpdi.co.in

Completed and sealed tender documents in accordance with instructions contained in Tender Document should be dropped in the tender box at Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 on or before 06/03/2020 at 03:30 PM and tender shall be opened on 06/03/2020 at 04:30 PM in Co-ordination Department, 1st Floor, CMPDI, RI-VII Bhubaneswar. Tenders received through post/courier within the due date and time of submission will also be dropped in the tender box which will be sealed immediately after the time of submission as mentioned in tender notice. Tender/s received after due date and time of submission will not be entertained for the evaluation.

भवदीय,
-Sd-

HOD(Co-ordination)

Copy to:
1. RD, RI-VII, CMPDI, Bhubaneswar.
2. All Notice Boards, CMPDI, RI-VII, Bhubaneswar
3. HOD (P&A), CMPDI, RI-VII, Bhubaneswar
4. HOD (Geomatics) CMPDI, RI-VII, Bhubaneswar (For kind information and for displaying tender notice & Tender document in CMPDI website)
5. HOD (Finance), CMPDI, RI-VII, Bhubaneswar
6. Tender committee members-1 copy.

फोननम्बर/Phone No. : +91 674 2301271
फैक्सनम्बर/Fax No. : +91 674 2301762
ई-मेल/E-mail: rdri7.cmpdi@coalindia.in
वेबसाईट/Website: **www.cmpdi.co.in**
Regd.Office : Gondwana Place, Kanke Road, Ranchi-834031 (JHARKHAND)

सीएमपीडीआई
cmpdi
A Mini Ratna Company

TENDER DOCUMENT

FOR

Hiring of 2 (Two) nos. of vehicles (Mahindra Bolero, Mahindra Scorpio, Tata sumo or equivalent) for official works at Bhubaneswar/outstation for a period of two months.

CMPDI (RI-VII),Bhubaneswar.

February, 2020

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

Tender No. CMPDI/RI-VII/E- 454195/2020 Date: 28.02.2020

NOTICE INVITING TENDERS

1. Sealed tenders in TWO PART SYSTEM are invited from eligible suppliers/ authorized dealers/ agencies/manufacturer for following item and details mentioned below:

Description of work	Hiring of 2 (Two) nos. of vehicles- Minimum 07 seater (Mahindra Bolero, Mahindra Scorpio, Tata sumo or equivalent) for official works at Bhubaneswar/outstation for a period of two months.
Estimated cost	Rs 1,62,000.00 (excluding GST)
Earnest Money Deposit(EMD)	Rs 2025.00
Issue of Tender Documents	Begins on 28.02.2020 from 02:00P.M & Closes on 06.03.2020 at 02:00P.M
Last date of submission of sealed tenders	06.03.2020 up to 03:30 PM.
Schedule date and time of opening of Part-I (Technical bid)	06.03.2020 at 04:30 PM.
Date and time of opening of Part –II (Price bid)	Price Bid of Technically qualified bidders shall be opened after scrutiny of all the requisite documents submitted in Envelope-I.

2. **Availability of Tender Document –**

2.1 May be obtained from office of the HOD (Co-ordination), Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 on any working day up to the last date of submission of sealed tenders.

2.2 Tenders may also be downloaded from websites :-

Complete Tender Document will also be available on CMPDI's web site **http://www.cmpdi.co.in** The tenderer may download the tender document from website and submit the tender on or before due date and time.

The company shall not be responsible for any delay/difficulty/inaccessibility of the downloading facility or any reason whatsoever. The downloading facility shall be available during the period of sale of tender documents.

In case of any discrepancy between the tender document downloaded from the website and the master copy available in the office, the latter shall prevail & will be binding on the tenderers. No claim on this account shall be entertained.

3.0 Methodology for EMD Submission:

EMD has to be deposited in the form of Demand Draft / Banker's cheque drawn on any nationalized/ scheduled bank in favour of 'CMPDI Ltd, Regional Institute, Bhubaneswar' payable at ' Bhubaneswar' in Part-I of tender.

Submission of EMD is exempted in case of firms registered with NSIC / DGS&D / firms registered under **MSME** Development Act 2006 as Micro or Small Enterprise for the tendered item(s) against submission of valid registration certificate along with list of items specified there. However, if the firm is not registered for the tendered item, EMD will be required to be submitted as above. ***[Please also refer Clause 8 (Earnest Money deposit) of this Tender Document]***

4.0 Eligibility Criteria for Participation:

4.1 Eligible Bidders:

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

Travel Agent**: The bidder should either own, purchase or have a hiring agreement with the owner of vehicles which are offered to be engaged. In case the Travel Agent wishes to deploy new vehicle(s), then an Affidavit is to be furnished in enclosed format (as per Annexure-A-7) to this effect. For such new vehicle(s), RC book is not required to be furnished. In case of old (not more than 03 years from the month of manufacture) vehicles, the bidder has to submit copy of RC book, road permit, fitness, insurance and all other required documents for a commercial vehicle/s.**

Owner of Vehicle**: In case the bidder is not a Travel Agent, he should be the Owner of the Vehicle(s) registered under commercial category. In case, the bidder/owner does not possess the requisite fleet of (tendered quantity) vehicle(s), then:**

Either, Copy of the Hiring Agreement executed with the owner of the vehicle(s) proposed to be deployed for this work is to be furnished (Hiring agreement should contain the reference of NIT No. & date).

AND / OR

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

4.2 Fleet Requirement: **[to be specified on case to case basis / replaced as per requirement]**

The Bidder has to quote for all the fleet requirement of 02(Two) vehicles.

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

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

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

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

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

4.3 Permanent Account Number (PAN):

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

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

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

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

The bidder should be either

i. GST Registered Bidder / Dealer (but not under composition scheme)
OR

ii. GST unregistered Bidder / Dealer

Registration:

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

For Example: ***If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt from Registration under GST Act, 2017.***
The expression "*aggregate turnover****" shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.***

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

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

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

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

i. Status: GST registered Bidder / Dealer:

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

ii. Status: GST unregistered bidder / Dealer:

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

Technical evaluation and determination of the L-1 status:

a) The evaluation of tender shall be done based on cost to company. 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, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company 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 bidder shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.*

c) *The Tax Invoice raised by the bidder must be in compliance to relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN RI-VII, CMPDI Bhubaneswar i.e.* ***21AAACC7475N1ZG.***

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

d) *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.*

e) *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.*

f) *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.*

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

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

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

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

4.5 <u>An Undertaking:</u>

An *Undertaking (as per annexure A-2) on the Bidder's letter head* **regarding genuineness of the information furnished by the bidder on-line and authenticity of the scanned copy of documents submitted by him in support of his eligibility, along with declaration indicating whether the bidder is availing or not availing input tax credit as per the format given in the bid document.**

4.6 <u>Legal Status of the Bidder</u>

Any one of the following documents:

i. Affidavit or any other document to prove proprietorship/individual status of the bidder, OR
ii. Partnership deed containing name of the partners, OR
iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder, OR

5.0 Photocopy of Permanent Account Number **(PAN)** Card.

6.0 Photocopy of **GST Registration Certificate** or certificate from a CA that firm is not required to get registration under GST law.

7.0 Submission of Offer and Evaluation –

<u>7.01 Submission of Bid –</u> Tenderers are required to submit both the parts (I &II) properly sealed & signed on single envelope giving reference to the Tender Notice No. and date.

The single sealed envelope shall contain offers in separate two envelopes properly sealed and superscribed as Part- I and Part- II with Tender Notice No. and date respectively.

All the envelopes must be properly sealed & signed. Envelopes only stapled shall not be accepted.

The tenderers should sign with seal on all pages of tender document including all enclosures and duly filled annexures submitted with the tender. Offers received without signature and seal on all pages shall be rejected.

Sealed Tenders should be dropped in tender box at Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013. Tenders received through post/courier within the due date and time of submission will also be dropped in the tender box which will be sealed immediately after the time of submission as mentioned in tender notice. Tender/s received after due date and time of submission will not be entertained for the evaluation.

Two envelopes should contain the details of the offer as follows:

c) **Part- I (Technical Bid)** –

Should contain the following –

i) Tender document issued by department or downloaded from the website **duly signed with seal** in all pages by the tenderer.
ii) All the requisite documents mentioned above at Sl. No. 4.0 (Eligibility Criteria for Participation) Sl No.5 and Sl No 6 duly signed with seal by the tenderer.
iii) Earnest Money Deposit **(EMD)** in the form of requisite **Demand Draft/Banker's Cheque or Certificate in support of exemption of EMD as per clause 8 of this Tender Document.**
iv) **All the enclosed annexures must be duly filled and signed.**

b) Part- II (Price Bid) –

Price Bid should contain **rate(s)/ amount** strictly in the format as indicated **in Annexure –V** of this tender document. The prices shall be quoted on FOR Destination basis at CMPDI, RI-VII, Bhubaneswar **in INR**.

7.03 **Clarification of Bid**: The Bidder may seek clarification before three days prior to end of submission of bid. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications may be asked from the start date of issue of tender documents.

7.04 **PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs:** Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.

Micro & Small Enterprises – Purchase preference will be applicable to the Micro & Small Enterprises, as under, as per provision of "Public Procurement Policy for Micro and Small (MSEs) Order, 2012" and the Govt. of India guidelines issued from time to time : -

"MSEs quoting price within price band of L1+15 percent shall be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non MSEs. Out of the said 20%, 4% is earmarked for MSEs owned by Scheduled Cast/ Scheduled Tribe (SC/ST) entrepreneurs".

The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also submit self-attested copy of the complete set of valid registration certificate with their offer in Part I.

NB: The above mentioned purchase preference will not be applicable for the items, which are not covered under MSME registration.

7.05 **EVALUATION & COMPARISION OF OFFERS:**

The ranking of the techno-commercially acceptable bids / offers shall be made on the basis of the price quoted (cost to company) for each item and the contract will be awarded to the bidder who emerges L1 (i.e. the lowest techno-commercially acceptable bidder) individually.

NOTE:

1. **Price bid** of the offers shall be opened by the purchase committee only in respect of tenders as are found valid/technically qualified after scrutiny of documents submitted in **Part – I**.
2. During final evaluation of the Bid, the rates of taxes and duties, input tax credit etc. prevailing on the date of Bid opening will be considered.
3. **Computational Errors, if any, will be rectified on the following basis:-** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.
4. The price for determining status of the bidder shall be calculated based on the inputs / values provided by the bidder in their price bid. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the Price Bid Format. In case any cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in the Basic Price / NIL and in case, such cost is applicable / payable extra over the Basic Price, the same shall be borne by the seller in the event of placement of order.
5. CMPDI will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case

"Basic Price" of any item is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.

6. *Shortfall Documents:* CMPDIL may ask for shortfall documents during the evaluation of the bids. These documents shall not be related to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, will not be considered by CMPDIL. The above documents will be specified by the evaluator. Period for submission of specified documents will be intimated to bidders.

7.06 Placement of Order:

After establishment of techno-commercially acceptable L-1 Bidder, the copy of the Supply order will be sent to the Bidder(s) through registered / speed post.

Within 15 days from the date of receipt of the supply order, the successful tenderer shall submit receipt and acceptance of the supply order.

Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order

The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

CMPDI reserves the right to vary the quantity of the tendered item(s). However, increase/decrease in the tendered quantity will be limited to a maximum of 20%.

7.07 CMPDI reserves the right to cancel the enquiry, in part or whole, or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

8.0 EARNEST MONEY DEPOSIT (EMD):

i) In case the tender is cancelled then EMD of all the participating Bidders will be refunded, unless it is forfeited by the Department;
ii) The EMD of successful Bidder(s) (after award of contract) will be retained by CMPDI and released after submission of the Security Deposit, as per the extant practice;
iii) The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender.
iv) Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference.
v) For the unsuccessful bidder, the EMD shall be refunded after finalization of the tender / after the bidder is declared unsuccessful, unless it is forfeited by the Department;
vi) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.
vii) **EXEMPTION FROM EMD/SECURITY DEPOSIT**: Submission of EMD and Security Deposit is exempted in case of the following:
   - Central / State Government Organization / PSU.
   - Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized/ self attested. The list of items is to be attached.
   - Firms registered with NSIC / under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only against submission of valid registration certificate. Copies of NSIC / MSME Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized/self attested. The list of items is to be attached.

NOTE:

1. In case of discrepancy between the information submitted regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder
2. Submission of EMD will not be applicable in case the estimated value of procurement is less than ₹ 1.00 Lakh.

9.0 Security Deposit.

The successful tenderer will be required to deposit Security Money amounting to 10% of the award value (Final FOR destination price) in the form Bank Draft (in favour of "CMPDI Ltd, Regional Institute, Bhubaneswar" on any Nationalized Bank payable at Bhubaneswar) within 15 days from the date of receipt of supply order. EMD deposited by the tenderer will be converted to Security Money. Security Money will be refunded to the tenderer within 30 days of satisfactory execution of contract.

- In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.
- The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure. CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

Note-

1. In case, the tenderer fails to deposit Security Money within the stipulated period, the order shall be cancelled and EMD money will be forfeited.
2. Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh.

10.0 Performance Security: In case of Equipment/Goods/ P&M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order / contract, equivalent to 10% of the total value of the supply order / contract. The value of the Order will be arrived at by adding all the taxes and duties applicable, such as CGST, SGST or IGST or UT-GST, etc., to the FOR Destination price of the material as applicable on the date of tender opening in the form of Bank Draft (in favour of "CMPDI Ltd, Regional Institute, Bhubaneswar" on any Nationalized Bank payable at Bhubaneswar) at the time of supply of material. In case of forfeiture of the Performance Guarantee, GST will be charged extra on the amount to be forfeited. In cases where both Security Deposit and Performance Guarantee are applicable, security deposit will be converted to Performance Guarantee. Performance Guarantee will be released after successful completion of Warranty / Guarantee period.

11. 0 VALIDITY OF OFFER: The offers must remain open for acceptance up to 120 days from the date of opening of the tender.

12.0 FIRM PRICES: The prices quoted must be FIRM throughout the validity period of the offer.

13.0 PAYMENT TERMS: Payment shall be made in INR in the following manner:

Bill will be submitted for a period of one (01) month for each vehicle and will be paid within 21 days after submission of original log book duly signed by the user(s) for the entire period of one (01) month.

- CMPDI is effecting payment to suppliers through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per Annexure- IV, with Signature and stamp, along with their Bill (s). (Not applicable for the Bidders already registered with CMPDI for e-payment).

- For all services to be provided against the Contract, Income Tax and GST at the prevailing rates shall be applicable. As such, the payment shall be made after deducting the applicable Income Tax, GST, etc.
- **Bill accepting authority: HOD of the Co-ordination Department,** CMPDI, RI-VII, Bhubaneswar.
- **Paying authority: HOD (Finance)**, CMPDI, RI-VII, Bhubaneswar.

Note: No other payment term will be acceptable.

14.0 TAXES AND DUTIES:

I. All taxes and duties except GST will be borne by the contractor.

iii. GST Registration Number of CMPDI, RI-VII, Bhubaneswar is as under:

State	City	GSTIN
Odisha	Bhubaneswar	21AAACC7475N1ZG

In case hiring Contract is concluded, the bills should bear this number to enable CMPDI to claim INPUT TAX CREDIT, according to the State of the Consignee.

iv. If TCS will be collected, Bidder will issue TCS Certificate in the prescribed form, i.e. 27D.

TECHNICAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. **Description of the vehicle:**

(a) Type of vehicle : Vehicle (with minimum seating capacity of 7) with hard top covered body.

(b) Make : Mahindra Bolero/Mahindra Scorpio/Tata Sumo/or equivalent

Type of vehicle	Category	No. of Vehicle(s) required for hiring	Maximum age of Vehicle(s), as on the last date of Bid Submission (to be counted from the month of manufacture)
Mahindra Bolero/Tata Sumo/Mahindra Scorpio/ or equivalent	Commercial	02(Two)	03 (three) years

2. **Engagement:**

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

Note:

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

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

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

4. **Log Book:**

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

5. **Provision of Driver:**

The bidder will provide the vehicle(s) along with competent, skilled and orderly driver(s) possessing a valid driving license to perform the job. The driver should be experienced, skilled, literate, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving he should keep his mobile phone in silent/vibration mode. The driver shall report to duty as per the requirements of the Company. The bidder has to follow the labour laws / relevant laws in regard to weekly off, wages, etc. to the Driver. If behaviour of the driver(s) is/are not satisfactory, HOD (Exploration) or his Authorised representative shall have the right to ask the bidder to replace the concerned driver within 48 hours. The drivers shall be provided with proper clothes, adequate money to meet the expenses during the period of journey, by the bidder. Accommodation/social need for the driver is to be arranged by the bidder.

6. **Replacement of vehicle:**

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

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

2. In case the bidder is Owner of Vehicle: the bidder may deploy any other vehicle(s) of same class owned by him subsequently of the same or lower age than the originally offered vehicle(s)

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

7. Maintenance /Repair of vehicle:

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

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

8. Breakdown:

In case of breakdown: The bidder shall provide replacement vehicle(s) immediately (within 12 hours) after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the bidder to provide substitute vehicle of equivalent capacity in the good condition for the break down period which should also be having requisite documents.

9. Penalty:

9.1 In case the bidder fails to provide a vehicle for a particular period(s), he will not get the hiring charges for that period(s) and a penalty of 1.5 times of daily hiring charges would be deducted and same shall be adjusted from the monthly bill.

9.2 In the event of the bidder failing to provide the vehicle on time and CMPDI going in for hiring of another vehicle from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the bidder under the hiring contract, will be deducted from the bill(s) submitted by the bidder. But if such expenses incurred by the department are less, the difference shall not be paid to the bidder. This will be in addition to liquidated damage deducted indicated as above (clause 9.1).

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

10. Compensation, in case of accident:

The Company shall not be responsible for payment of any claim or compensation of any kind to the Bidder, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful

act of the driver and due to fitness of the vehicle(s). The party shall be exclusively responsible for such payments of compensation, if any.

11. Compliance with statutory provisions:

The bidder shall familiarize himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central Govt./DTO/RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the bidder shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to bidder, or other related documents, the bidder shall provide it to the Company in reasonable time.

12. Payments & Reimbursement:

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

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

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

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

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

13. Night Halting charges:

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

14. Diesel & Engine Oil reimbursement:

HSD and Engine oil will be reimbursed @ 1 litre HSD for every 10 kms running and @ 1 litre engine oil per 500 Kms. running of the vehicle as certified by authorized representative of HOD (P&A) or as mentioned in work order. The cost of diesel and engine oil and engine oil shall be reimbursed at prevailing market rate of HSD of IOC/Bharat Petroleum/Hindustan Petroleum applicable at the place of engagement of vehicle. The contractor should ensure the filling of sufficient quantity of Diesel/ Engine oil (for 100 kms running) when reporting for duty. In case the vehicle is held up due to want of HSD/Engine Oil, necessary deductions as deemed fit will be made from the contractor's bill.

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

15. Statutory Deduction:

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

16. Validity of Contract:

The vehicle hiring period will be 60 Working days continuously with tentative two days break in a month. During the period of contract the performance of the service provider will be reviewed periodically.

17. Termination of Contract:

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

18. Liability of the Company:

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

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

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

19. Deployment / providing of hired vehicle:

The successful bidder shall deploy vehicles as per the Letter of Acceptance/Work order or submission of Performance Security, whichever is later.

GENERAL TERMS AND CONDITIONS FOR HIRING OF VEHICLE

1. Definitions

i) **"Employer"** or "Company" means CMPDI, Regional Institute- VII who will employ the bidder represented by the appropriate authority.

ii) **"Principal Employer"** means the officer nominated by the Company to function on its behalf.

iii) The word **"Bidder/ Bidders"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

v) **"Officer-In-charge"** shall mean the officer nominated by the company who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Officer-In-Charge /Designated Officer-In-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the bidder, valuing variations to the contract. The Officer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the bidder who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Officer- in- Charge/Designated Officer in Charge.

vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the bidder, and the formal contract agreement executed between the company and the bidder together with the documents referred to therein including general terms and conditions, technical terms and conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

vii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

viii) The **"Work" / "Service"** shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.

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

In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

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

xi) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xii) **"Department"** means CMPDI, Regional Institute – VII, Bhubaneswar.

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

xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. **Contract Documents:** The following documents shall constitute the contract documents:

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

3. Negotiations:

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

4. Acceptance of Offer:

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

5. Banned or Delisted Bidders:

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

Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantity and/or the specifications, the following order of preference shall be observed:

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

6.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's /Competent Authority’s decision/clarification shall hold well with regard to the intention of the document or contract as the case may be.

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

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

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

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

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

6. Refund of Security Deposit

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

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

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the bidder, on its accumulation to a minimum amount of Rs.5.00 Lakh subject to the condition that amount of any Bank Guarantee except last one, shall not be less than Rs.5.00 Lath. However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

7. Refund of Additional Performance Security

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

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

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

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

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

9.2 Force Majeure:

i) Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics.

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

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

In the event of the above mentioned Force Majeure clauses, no penalty will be imposed on the bidder for non-providence of service.

9.3 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Bidder or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.

The extension of contract, if any, will be at the existing rate with mutual agreement.

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

10.1 Payment of on account bill shall be made after certifying by concerned officer, the sum to which the bidder is considered entitled by way of interim payment for the following:

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the bidder to the company, and further subject to the bidder having given to the no claim certificate by the concerned officer.

10.2 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the bidder exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the bidder are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from bidder's claim under any other contract with the company or from the bidder's security deposit or the bidder shall pay the amount of over payment on demand. In case of bidder's non-payment on such demand, the same should be realized from the bidder's dues, if any, with Coal India Limited or any of its subsidiaries.

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

10.3 Income tax deduction will be made as per applicable rule, of the gross value of each bill, unless exempted by the competent authority of the Income Tax Department.

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

11.0 Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part by notice in writing, if the bidder :-

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-In-Charge, then on the expiry of the period as specified in the notice,

or

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer- In-Charge, then on the expiry of the period as may be specified by the Officer-In-Charge in writing,

or

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

or

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

or

e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Officer-In-Charge in a notice in writing,

or

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

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

a) If the bidder, being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners, is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the bidder being a company, its affairs are under liquidation either by a resolution passed by the bidder's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the bidder's company, if any.

c) If the bidder shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the bidder being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the bidder. In the event of termination or suspension of the contract, on account of default on the part of the bidder, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

11.2 Suspension of Work

i) The company shall have power to suspend the work or any part thereof and Company may direct the bidder in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the bidder, or for proper execution of the work for reasons other than any default on part of the bidder, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the bidder, extension of time shall be allowed by the company equal to the period of such suspension and the bidder shall properly protect and secure the works to the extent necessary during such suspension.

11.3 Foreclosure of contract in full or in part

If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, the company shall give notice in writing to that effect to the bidder. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the bidder at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

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

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

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

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

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

13. Settlement of Disputes/Arbitration

13.1 It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder and the company, effort shall be made first to settle the disputes at the company level. The bidder should make request in writing to the Officer-In-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the bidder shall be entertained by the company.

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

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

13.3 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

Sd/-
HOD (Coordination)

Annexure III

Commercial Bid

Please put yes and no in the space provided after the description of documents which the bidders are required to submit along with the tender document.

<table>
<tr><th>Sr. No.</th><th>Description of the items</th><th colspan="3">Yes/No (Write Yes if you have submitted the requisite document)</th><th>If the answer of any point is NO than Specify the reason for so.</th></tr>
<tr><td>1.</td><td>Earnest Money Deposit as per clause 3</td><td colspan="3"></td><td></td></tr>
<tr><td>2.</td><td>Tender document duly signed and sealed by the tenderer</td><td colspan="3"></td><td></td></tr>
<tr><td>3.</td><td>Eligibility Criteria for participation as per clause 4.</td><td colspan="3"></td><td></td></tr>
<tr><td>4.</td><td>Photocopy of the GST No.</td><td colspan="3"></td><td></td></tr>
<tr><td>5.</td><td>Photocopy of the PAN No</td><td colspan="3"></td><td></td></tr>
<tr><td>6.</td><td>E- mandate form as per annexure IV</td><td colspan="3"></td><td></td></tr>
<tr><td rowspan="2">7.</td><td rowspan="2">Certificate of MSME Registration for the tendered item(s) with their offer in Part I. For availing purchase preference tick the appropriate category.</td><td colspan="3"></td><td rowspan="2"></td></tr>
<tr><td>ST</td><td>SC</td><td>Other</td></tr>
<tr><td>8.</td><td>Price Bid in separate envelope-Part II</td><td colspan="3"></td><td></td></tr>
<tr><td>9.</td><td>Name of the firm</td><td colspan="4"></td></tr>
<tr><td>10.</td><td>Type of the firm (Proprietor/partnership/company)</td><td colspan="4"></td></tr>
<tr><td>11.</td><td>Name & capacity of the person signing the tender</td><td colspan="4"></td></tr>
<tr><td>12.</td><td>Authorization for signing in case of other than proprietor</td><td colspan="4"></td></tr>
<tr><td>13.</td><td>Please mention Full correspondence address.</td><td colspan="4"></td></tr>
<tr><td>14.</td><td>Please mention correspondence Email Id</td><td colspan="4"></td></tr>
<tr><td>15.</td><td>Mobile No. (For Contact and for bill tracking)</td><td colspan="4"></td></tr>
</table>

Annexure–A2

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

FORMAT OF UNDERTAKING

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

1. **I/ We am/ are submitting Bid for the work………………………………………………….against NIT No/Tender ID......................... Dated………………… and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.**
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

   Or

   * I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
8. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

   Or

   * I / We ………………..have been banned by the organization named "_______________" for a period of………………… year/s, effective from ………………. to………………………..(in case of JV, name(s) of the JV Partner(s)).
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

Annexure–A7

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

(For deploying matching vehicle as per NIT either owned or hired or new purchased) ON Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

I/We, ---, Owner/ Partner/ Legal Attorney/ Accredited Representative

of M/s ---, solemnly declare that:

1. I/We am/are submitting Tender for the Work --

--against Tender ID--------------------- dated ------------

1. That we undertake to deploy the vehicle as mentioned in the NIT on the terms and conditions mentioned therein, either owned or hired or to be newly purchased, the break-up of which is given below:

Sl. No.	**Category**	**Quantity**
i.	Owned	……………………. No
ii.	Hired	……………………. No
iii.	To be newly purchased	……………………. No

Signature & Seal of Notary

Signature of the Tenderer

Dated----------

Annexure-V

PRICE BID

(To be submitted in Envelope – II)

SI NO.	Description	Nos. of vehicles	Nos. of days	Basic Unit Rate per vehicle per day(Rs)	Total hiring charges of 02 nos. of vehicles for 60 days in (Rs)
1	***Hiring of 2 (Two) nos. of vehicle (Mahindra Bolero, Mahindra Scorpio, Tata sumo or equivalent) for official works at Bhubaneswar/outstation for a period of two months.***	02	60		

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Signature:

For & on Behalf of

M/S…………………

(Firm's name & stamp)

Note:-Any cutting or correction should be duly signed.