



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5807687 Dated/दिनांक : 10-01-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 19:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	20-01-2025 19:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal	
Department Name/विभाग का नाम	Coal India Limited	
Organisation Name/संगठन का नाम	Central Mine Planning And Design Institute Limited	
Office Name/कार्यालय का नाम	Cmpdi Regional Institute 7 Bhubaneswar	
क्रेता ईमेल/Buyer Email	deepak.prakash3300@coalindia.in	
ltem Category/मद केटेगरी	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - SUV; Light SUV vehicle with 7 seating capacity or equivalent; Maximum 3yrs age of Vehicles as on the last date of Bid Submission to be counted from the date of 1st registration; 50,000	
Contract Period/अनुबंध अवधि	2 Year(s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
RCM Applicable/लागू आरसीएम	Yes	
Type of Bid/बिंड का प्रकार	Single Packet Bid	

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.	
Estimated Bid Value/अनुमानित बिड मूल्य	2979232	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	18620

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

# Beneficiary/लाभार्थी :

HoD (Finance)

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, RIVII, BHUBANESWAR Name of Bank: State Bank of India Branch: NALCO CORPORATE OFFICE, Bhubaneswar, IFSC: SBIN0009817 A/c No:10835304052. (Hod Finance)

# MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
The compliance (clongon) or 3 invier	1.65

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work:1736510557.pdf

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - SUV; Light SUV Vehicle With 7 Seating Capacity Or Equivalent; Maximum 3yrs Age Of Vehicles As On The Last Date Of Bid Submission To Be Counted From The Date Of 1st Registration; 50,000.. (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Vehicle Type	SUV			
Type of car	Light SUV vehicle with 7 seating capacity or equivalent			
Year of Vehicle Model	Maximum 3yrs age of Vehicles as on the last date of Bid Submission to be counted from the date of 1st registration			
Vintage in KM	50,000-75000 kms			
Air Conditioning	A/C			
Engagement Hours per Day	24hrs			
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.			
Driver Required	Yes			
Type of Terrain	Plain and Hilly			
Fuel type of vehicle	Diesel			

Specification	Values
Addon(s)/एडऑन	

# Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	NA	No

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Ankit Kumar Barik	759103,C/o OIC (TALCHER), CMPDI EXPLORATION CAMP, TALCHER, PO- DERA, ANGUL, ODISHA	1	Estimated KMs to be traveled in a month: 3000     Duration in Months within the Contract Period: 24

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

# 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

# 2. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

CMPDI REGIONAL INSTITUTE VII

Account No.

10835304052

IFSC Code

SBIN0009817

Bank Name

STATE BANK OF INDIA

Branch address

NALCO BRANCH BHUBANESWAR ODISHA

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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

CMPDI REGIONAL INSTITUTE VII

payable at

BHUBANESWAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

CMPDI REGIONAL INSTITUTE VII

Account No.

10835304052

IFSC Code

SBIN0009817

Bank Name

STATE BANK OF INDIA

Branch address

NALCO BRANCH BHUBANESWAR ODISHA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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 G ST registration )
- (b) GST Registered body corporate and Any other GST registered agency (if bidder having GSTIN but not a vailing ITC): 5% GST to be paid under RCM
- (c) GST Registered Body Corporate availing ITC (if bidder having GSTIN and availing ITC) : 1 2% GST to be paid by bidder
- (d) GST Registered Bidder under composition scheme : No tax liability

## Refund of Performance Security Deposit:

The performance security deposit shall, subject to any deductions that may be made there from, be return ed to the Contractor within 60 days, on claim by him in writing after the completion of contract after satisf actory 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 C MPDI due to non-fulfilment of the terms & conditions. In the event the contract is terminated by CMPDI bef ore the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited.

9. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from t he 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 an y other dues.

It is incumbent upon the contractor to avoid litigation and disputes during the course of ex ecution. Howev er, if such disputes take place between the contractor and the department, effort shall be made first to set tle the disputes at the company level.

The contractor should make request in writing to RD RI VII for settlement of such disputes/ claims within 3 0 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor s hall be entertained by the company.

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

In first stage dispute shall be referred to RD RI VII for the bids of CMPDIL RI VII. If difference still persist the dispute shall be referred to a committee constituted by the CMPDIL.

## <u>Settlement of Disputes through Arbitration:</u>

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

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy av ailable 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 t o any matter the decision of which is specially provided for by these conditions), the same shall be referre d to the sole arbitration of a person, appoint ed to be the arbitrator by the Competent Authority of CIL / CM D 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 un able to act for any reason, or his/her award being set aside by the court for any reason, it s hall be lawful for the Compete nt 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 Au thority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and t hat, 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 (CPSE s) / Port trusts inter-se and als o 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 f or 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".

### Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this bid and subsequent contract awarded base d on this bid shall be subject to the jurisdiction Bhubaneswar court only.

After award of work, the successful bidder has to submit documents related to vehicle depl oyed viz., RC book in case of own vehicle or hiring agreement with owner in case of hired  $\nu$  ehicle along with RC

## 7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---