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ଜିଲ୍ଲା ଖଣିଜ ପଦାର୍ଥ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.

DISTRICT MINERAL FOUNDATION, SUNDARGARH.

BID REF. NO: - DMF/SNG/12-2021-22

Date: - 11-03- 2022

**"REQUEST FOR PROPOSALS OF ANNUAL RATE CONTRACT FOR HIRING OF  
TOWING CRANES FOR SUNDARGARH DISTRICT UNDER DMF FUND"**

ISSUED BY:

COLLECTOR CUM CHAIRPERSON,  
DISTRICT MINERAL FOUNDATION,  
SUNDARGARH (ODISHA)  
INDIA



District Mineral Foundation  
Collectorate premises, Sundargarh-770001  
Email ID: [dmfsundergarh@gmail.com](mailto:dmfsundergarh@gmail.com)  
Tel No. - 06622-273846


ଜିଲ୍ଲା ଖଣିଜ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼  
**DISTRICT MINERAL FOUNDATION, SUNDARGARH**

Letter No. 420 / (DMF)

Dated 09/03 /2022

**RFP No.: - DMF/SNG/12-2021-22**

1.	The Collector-cum-Chairperson, District Mineral Foundation (DMF) Sundargarh, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National repute for <b>"Annual Rate Contract For hiring of Towing Cranes for Sundargarh District"</b> as detailed in the Scope of Work in this DTCN. The interested and eligible Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit <a href="http://www.sundergarh.nic.in">www.sundergarh.nic.in</a> ).	
2.	Nature of Works	:- <b>Annual Rate Contract For hiring of Towing Cranes for Sundargarh District</b>
3.	Tender Cost of Document	:- Rs. 10,000.00 (Ten Thousand Only) in favour of CEO, DMF, Sundargarh
3.	EMD Cost	:- Rs. 50,000/- in favour of CEO, DMF, Sundargarh
4.	Places where work will be executed	:- Sundargarh District, Odisha
5.	Time Period for submission of financial bid.	:- <b>From 11.00 A.M. of 11.03.2022 to 25.03.2022 up to 5:00 P.M.</b>
6.	Last date of receipt of Bid	:- 25.03.2022 up to 5:00 P.M.
7.	Mode of Receipt of Bids	:- Through Speed Post/ Registered Post (India Post) and in no other means.
8.	Date of opening of Technical and Financial Bid	:- Date: 28.03.2022 at 11:00 A.M.
9.	Issuer Address	:- Collector & Chairperson-cum- Managing Trustee, District Mineral Foundation, Sundargarh Sundargarh -770001 Tel- 06622-273846
10.	Address for Business query and correspondence	:- Chief Executive Officer, District Mineral Foundation, Sundargarh Sundargarh -770001, Tel- 06622-273846 <b>Website-<a href="http://www.sundergarh.nic.in">www.sundergarh.nic.in</a></b> <b>E-mail <a href="mailto:ld-dmfsundergarh@gmail.com">ld-dmfsundergarh@gmail.com</a></b>

  
Collector-cum- Chairperson  
DMF, Sundargarh

Memo No. 421 / (DMF) / Dated 09-03-22 //

Copy to DIO, NIC, Sundargarh with a request to upload this Bid Identification Notice in the Sundargarh District Web-Site [www.sundergarh.nic.in](http://www.sundergarh.nic.in) by 11.03.2022 for wide publication and timely response by the intending Agencies.

  
Collector-cum- Chairperson

Memo No. 422 / (DMF)/ Dated 09-03-22

Copy to the A.D.M., Sundargarh/ Rourkela/ Sub-Collector, Sadar/ Panposh/ Bonai/ All Block Development Officers of the District/ Superintendent Engineer, R&B Division, Sundargarh/ Rourkela/ Superintendent Engineer, RW Division, Sundargarh/Rourkela/ Superintendent Engineer Minor Irrigation Division, Sundargarh/ Superintendent Engineer, Irrigation Division, Sundargarh/ Superintendent Engineer, Rukura Irrigation Division, Panposh/ Superintendent Engineer, RWSS Division, Sundargarh/Rourkela/ Superintendent Engineer, OLIC, Sundargarh/ Rourkela/ Executive Engineer, PHED, Rourkela/Executive Officers of Urban Local Bodies of the district/ DI & PRO, Sundargarh/ Rourkela for information and with a request to display this Tender Notice in their respective office Notice Board for wide publication.

Copy to Addl. P.D.(Tech.), DRDA, Sundargarh/ to Addl. P.D.(Admn.), DRDA, Sundargarh/ Asst. Director, OREDA, DRDA, Sundargarh/ Asst. P.D.(Finance), DRDA, Sundargarh/ Asst. P.D.(RH), DRDA, Sundargarh/ Junior Engineer (Estimator), DRDA, Sundargarh/Cashier, DRDA, Sundargarh/ DMF Cell, Sundargarh/ Notice Board of DRDA, Sundargarh for information & necessary action. They are requested to remain present during opening of the Bid Documents.

  
Collector & Chairperson,  
DMF, Sundargarh

## PART-1 (TECHNICAL BID)

**RFP NO: - DMF/SNG/12-2021-22**

### **1. NOTICE INVITING TENDER**

Interested bidders are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

Sealed Bids in **TWO SEPARATE SEALED ENVELOPES** indicating clearly "**Envelope - No.1 - Technical Bid**" and "**Envelope No.2 –Price Bid**", shall be addressed to The **Chief Executive Officer, DMF, Sundargarh** and Envelopes should also be super scribed **Annual Rate Contract For hiring of Towing Cranes for Sundargarh District**. Last date for the submission of tender in complete respect is **25 .03. 2022 up to 5:00 pm**.

I.This tender document can be downloaded from the website of [www.sundergarh.nic.in](http://www.sundergarh.nic.in) .The tender document will be available on the website, till the last date of submission.

II.The two envelopes must carry the following:

#### **Envelope no. 1:**

- a) "Technical bid" of tender with every page signed and stamped by the bidder.
- b) An initial part amount of **Rs 50,000/- (Rupees Fifty Thousand Only)** towards **Earnest Money Deposit (EMD)** by way of Demand Draft (DD) from Nationalised/Scheduled Bank, to be submitted along with "Technical Bid" in a separate envelope. EMD envelope shall be super scribed as EMD towards "**Annual Rate Contract For hiring of Towing Cranes for Sundargarh District**". The Tender without EMD shall be rejected straight way . No interest shall be paid on the EMD submitted. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder. Power of attorney authorizing the person to sign the tender.

#### **Envelope No.2:**

- a) Price Bid shall be addressed to "**The Chief Executive Officer, DMF, Sundargarh**".
  - b) Envelope No.2 shall not contain any condition whatsoever and any conditional price bid shall be rejected.
  - c) Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by DMF and have complied with all the requirements in tender document.
1. If the last date of receipt or opening of the tenders happens to be a holiday, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.
  2. Before filling up the tenders, the bidders may note the following:
    - a. The bids shall remain valid and open for acceptance within **03 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the DMF, then the DMF without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
- b. **Time of Completion:** Time is the essence of the contract. The Agency shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from DMF. No extra payments will be made for the work being done during the odd hours. Date of commencement shall be either one-week, from the date of issue work order or the day on which the agency will take possession of site, whichever is earlier. The supply and operation of vehicle

- c. The quantum of liquidated damages for delay in completion of the works per week shall be calculated at **0.50%** of the monthly estimated cost subject to maximum of **5%** of the monthly accepted tender amount.
- d. The tenderer should quote the rates in figures. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the agency in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates.
- e. The annual rate contract is for 1 years & it may extend depending upon the requirement of the client & performance of service render by the agency
- f. The tenderers must include in their tender prices quoted for all duties, GST, cess and sales tax, works contract tax or any other taxes or local charges, transportation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.
- g. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within after communicating the same, otherwise the tender will be rejected.
- h. DMF reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- i. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- j. All taxes including GST or any other payable/ prevailing tax on material or on finished works etc, in respect of this contract shall be payable by tenderer and the DMF will not entertain any claim whatsoever in this respect over the quoted price.
- k. The tenderer, apart from being a competent agency must co-ordinate himself with all the departments as and when required.
- l. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the DMF in any circumstances.
- m. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. DMF reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment /execution of work. Agency will be paid for the actual work done at the site duly verified by the concerned official .
- n. DMF does not bind itself to accept the lowest or any tender at all. DMF also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- o. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CEO, DMF, Sundargarh who will review the questions and if information sought is not clearly indicated or specified, DMF will issue clarifications to all the tenderers which will become part of the Tender Document.
- p. DMF will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of DMF before 5 (Five) working days prior to the last date of submission of the tender.
- q. DMF also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- r. The successful bidder shall execute an agreement on non-judicial stamp paper with DMF within 10 days from date of issue of work order failing which the bidder's EMD may stand forfeited.

**2. FORM OF TENDER**

To  
The Collector & Chairperson,  
DMF, Sundargarh.

Dear Sir/Madam

**Annual Rate Contract For hiring Towing Crane for Sundargarh District**

I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.

1. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
2. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
3. I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs.50,000/- (Rupees Fifty Thousand Only)** by Demand Draft payable at Sundargarh in favour of "CEO, DMF, Sundargarh" and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
4. I/ We agree to pay all Government (Central and State) Taxes such as Income Tax, GST etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
5. The rate quoted by me / us is exclusive of GST.
6. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the currency of the contract.

I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Place

Signature

Date

Seal

### 3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

- a. Bidder should have minimum 05 nos. of 15 GVW (Gross Vehicle Weight ) or More capacity vehicle of BS-VI Model onward registered in his own firm name as commercial Vehicle.
- b. The firm should be registered with the State Govt. and a scanned copy of Registration Certificate should be attached.
- c. The Agency must have GSTIN Number and submit a self-attested copy of certificate of Registration
- d. The Agency must have PAN Number and submit a self-attested copy of certificate of PAN Card
- e. The Agency must have submitted Income Tax Return for last three years (2018- 19, 2019- 20 & 2020-21). Copies to be attached.
- f. Work/Purchase orders and Completion certificates for similar nature of work issued by the client should be enclosed and need to be produced before DMF, whenever called for verification purposes.
- g. The agency must attach a turnover certificate dully signed by the chartered Accountant for the last three financial year i.e. F.Y. 2018- 19, 2019-20 & 2020-21. Minimum average annual turnover should not be less than INR 1 Cr. or more. Agency also must have attached a Chartered Accountant certificate for turnover.
- h. Bidders must submit an undertaking for providing Monthly Wages/ Salary to be paid to the drivers and cleaners (not less than the minimum wages) including provision of mobile phones, uniform (two pairs), shoes (2 pairs) as applicable for the drivers should be indicated by the bidders.
- i. An undertaking to the effect that the firm has not been blacklisted ANNEXURE 4/ banned/ suspended/ debarred from any organization/ institute and no case is pending with the police or in court of law against their name, duly notarized. If the same is found at any point of time in any circumstance, the contracted shall be terminated and performance guarantee shall be forfeited
- j. The desirous bidders must submit the required EMD for bid security with technical bid and agree to submit the **Performance Guarantee (5% of Annual Contract Value)** on the event of award of contract within 15 days of issue of Letter of Acceptance (LOA). The letter for award of contract will be issued to you only after receipt of above performance guarantee. The agency, after receipt of work order.
- k. Copy of entire tender document must be numbered page-wise and duly self-attested and stamped on each page as a token of acceptance of our terms and conditions.

### 4. EVALUATION OF TECHNICAL BID

- a) The DMF will open the Pre-qualification/ Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/ agency at the time of opening of the bids failing which they will not be allowed to participate in the opening of process.
- b) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- c) The bidder must produce the original documents towards the eligibility/ qualifying criteria on the date of opening of tender for verification. Besides this DMF has reserve the right to verify the document so submitted from those organizations who have issued such certificates.

## 5. EVALUATION OF FINANCIAL BID

- 5.1 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
- 5.2 The financial bid shall contain the exact charges as applicable against the vehicles (as per the Annexure 2) on monthly basis. Further, the DMF also reserves the right to cancel the financial bid of any agency if it is found that the charges quoted are unreasonable or unjustified.
- 5.3 One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids

## 6. TERMS & CONDITIONS

- 6.1 The vehicle must be in new condition and must have BSVI model. Charges must be quoted as per the models specified in the financial bid form.
- 6.2 The colour of vehicle shall be decided at the time of Agreement. The hiring of vehicles is initially for period of three years & may be extended for further period of two year, based on satisfactory performance . The period of contract may be curtailed or extended depending upon the performance of the agency and requirement.
- 6.3 In case of the absence of the Driver, the agency has to provide the substitute. If the agency fails to provide the substitute of Driver/ vehicle, a penalty as per section 7 shall be imposed. For 24x7 emergency service, agency will provide Driver, Helper round O'clock on Shift basis.
- 6.4 In case of frequent violation, the contract may be terminated by the DMF. The Driver(s) and Helper(s) deployed should not be below 18 years
- 6.5 The agency will take care of Insurance of the Vehicles as well as of the Drivers/ Helpers.
- 6.6 The driver running the vehicle should have valid driving license and the vehicle should be registered with the concerned authorities of Govt. of Odisha. A certificate to this effect should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. Original copies of Registration, Insurance of Vehicle & Driving License of Driver must be produced before engagement of vehicle. In case of any change of driver or contact number of driver prior permission / information of the DMF shall need to be taken.
- 6.7 The drivers must observe all etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform to be decided by the DMF at the time of engagement for which no extra payment will be provided and must carry a mobile phone in working condition, for which, no separate payment shall be made by the DMF. All drivers should be provided with mobile phones.
- 6.8 All maintenance servicing of the vehicles should be done by the agency at their own cost. The interior and exterior conditions of the vehicles should be well maintained
- 6.9 In case of break down, the agency will be responsible for repair and maintenance of the vehicle and will arrange alternate vehicle within 12 hours. DMF will not pay any type of compensation for replacement/maintenance/damage of the vehicle
- 6.10 Total breakdown period excluding routine maintenance in a year should not exceed 20 days. If exceed 5% penalty of annual hired value of particular vehicle.
- 6.11 In case of frequent violation of the terms and conditions, the contract can be terminated forthwith at the cost of the agency.
- 6.12 The vehicle must be maintained in good condition and must be ready for use at all times.

- 6.13 All the drivers provided for the vehicles must have a valid driving license from the RTO.
- 6.14 The DMF is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
- 6.15 In case of default or abrogation of the condition stipulated, the EMD shall stand Forfeited
- 6.16 The vehicle is to be delivered within 45 days from the date of issue of the offer or from the effective date
- 6.17 The agency should submit their bid(s) in the format attached
- 6.18 The agency shall abide by all statutory laws, rules and regulations of the State Govt. Central Govt. as per jurisdiction.
- 6.19 The Corrigendum (if any) & clarifications to the queries from all Applicants will be uploaded on the website <http://Sundergarh.nic.in>. Any such corrigendum shall be deemed to be incorporated into this Tender
- 6.20 All the certificates, testimonials desired in tender as per the eligibility criteria will be verified with the original documents to be presented by the firms/ agencies on the date of opening of technical bids. Accordingly, all the bidders desirous in participating in bidding process must attend the bid opening and come prepared with the entire original documents of which copies have been submitted with the tender for verification. Any bidder is found absent on the date of opening or fail to submit the original documents; their offers will be summarily rejected
- 6.21 It is the responsibility of the agency to pay the wages to the drivers and helpers as per the Minimum Wages Act., as notified by the Ministry of Labour from time to time. The drivers/ helpers must be paid not less than the minimum wage. The contract may be cancelled if any complaints received from the drivers/ helpers in this regard
- 6.22 No manpower should be engaged exclusively for this contract; when the contract terminates there shall be no physical or normal pressure on the DMF, on grounds of "person displaced from job". The DMF shall not entertain such claim.
- 6.23 During the agreement period, all safety measures must be taken care of by the agency for the vehicle and the personnel engaged under this contract. Any safety hazard occurring during the contract period shall be the sole responsibility of the Agency. The DMF shall in no way be liable for any such incident occurring during or in connection with this contract.
- 6.24 In case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Collector & Chairperson, DMF, Sundargarh is the sole arbitrator to decide the same or his decision is final and binding on both the parties. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Sundargarh only
- 6.25 The vehicle can be de-hired at any point of time, giving prior notice of one month considering the requirement of the District administration for which no payment will be made by the DMF.
- 6.26 The Agency (agency) should make arrangement of his own for the stay/ accommodation of the drivers and helpers so that the latter remains available at all reasonable hours of the day.
- 6.27 Quoted rate shall be valid for 1 (one ) year .No escalation in price on account of any reason whatsoever will be allowed during the contract period . The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking and service charges. No variation in above taxes, duties etc. will be entertained during the contract period .

- 6.28 The Vehicle shall not be more than 1 Year old from initial registration & also in good running condition during the period of contract. If the bidder violet any of the terms & conditions of the contract, DMF will close the contract & forfeit the security deposit.
- 6.29 All the expenditure towards repair, replacement of spare parts, tyres , battery etc. will be borne by the agency .
- 6.30 The DMF reserves the right to cancel/ reject any or all proposals without assigning any reason thereof.
- 6.31 The DMF reserves the right to accept whole or any part to the tender and the same shall be binding on the agency.
- 6.32 No. of vehicle will increase / decrease as per the Requirement of the District Administration
- 6.33 The contract cannot be outsourced/ sublet to third party.
- 6.34 The Log Book shall be Maintained by the agency. Kilometer reading shall be necessarily recorded in relevant columns and verified regularly by an authorized officer before making payment
- 6.35 The agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of wages Act, PF, ESI, Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen compensation Act etc. as applicable from time to time. The employees of the agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts lows will be the sole responsibility of the agency.
- 6.36 The agency shall be personally responsible for any theft, Misconduct and/or disobedience on the part of drivers so provided by him.
- 6.37 The Mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.
- 6.38 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving and driving vehicle without brakes/ defective brakes.
- 6.39 The agency has to make an agreement with DMF Sundargarh on Rs.100/- Non-Judicial Stamp Paper
- 6.40 In case of non-satisfactory performance of the contract, DMF shall have the rights of forfeiting the performance security
- 6.41 No unauthorized person should be allowed to travel in the vehicle, when official duty
- 6.42 GPS equipped Vehicles with continuous backend tracking should be available
- 6.43 The Vehicle deployed should have fire extinguisher and a first aid kit
- 6.44 Rates once finalized shall remain fixed & valid for 1 year. Upward change in rates will not be entertained due to any hike in any other reasons during the period of contract
- 6.45 The period of contract can be extended on the same rates, terms and conditions for a further period at the discretion of the Collector & Chairperson. DME Sundargarh

- 6.47 The agency must be set up a office in Sundargarh & submit the address with contact person no. within 7 days before signing agreement.
- 6.48 The DMF will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury, death etc.
- 6.49 Tender has invited for annual rate contract for each type of the Vehicle and the rate for each Vehicle is valid for one year. Agency has to provide the Vehicle as per the requirement of District Administration.
- 6.50 Any Cancellation/ Addendum/ Corrigendum thus issued relating to RFP will be published in the Sundargarh District Website "[www.sundergarh.nic.in](http://www.sundergarh.nic.in)".
- 6.51 It is the responsibility of the agency to pay the wages to the drivers and helpers as per the Minimum Wages Act., as notified by the Ministry of Labour from time to time. The drivers/ helpers must be paid not less than the minimum wage. The contract may be cancelled if any complaints received from the drivers/ helpers in this regard
- 6.52 In case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Collector & Chairperson, DMF, Sundargarh is the sole arbitrator to decide the same or his decision is final and binding on both the parties. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Sundargarh only
- 6.53 The vehicle will have to be maintained by the agency in good running condition which includes at least the following
- I. Minimum noise of engine and body while running
  - II. Tyers with proper treads.
  - III. Inflated stepney, working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc.
  - IV. Proper paint on the outside.
  - V. Good condition of bumpers
  - VI. Upholstery in good condition including washed and ironed white seat covers.
  - VII. Proper locking of all doors
  - VIII. Proper closing and opening of all windows.
  - IX. Dusting of dashboard, rear board, matting, windscreen, windows and body. Failure to maintain the same would invite penalty @ 2% of bill for each failure for the duration of the failure/lapse

## 7. PENALTIES

Sr. No.	Reasons of Penalty	Amount
1	Not reporting at all for duty	Rs. 1000/- per day
2	For late reporting per occasion	Rs. 1000/- per hr. or part thereof
3	Unclean or non-road worthiness vehicle deployed	Rs. 2000/- per incident
4	Misbehavior of driver / non following instruction of Govt. Officers	Rs. 2000/- per day or part thereof
5	Any lapse notice during operation of contract other than listed in clause of penalties	Rs. 2000/- per incident
6	Carrying un-authorized persons on duty	Rs. 1000/- per Trip
7	Not providing vehicles on a day	Rs. 5000/- per Day
8	Not providing another vehicle in case of Breakdown	Rs. 5000/- per Day
9	Non-maintaining the log book properly	Non-payment of the trip
10	Not providing substitute Driver in case of absence of the Driver	Rs. 1000/- per Day

The decision of DMF Sundargarh on all type of penalties shall be final and binding on the agency

## 8. ARBITRATION

- 8.1 In case of any dispute or difference arising out of or in connection with the tender conditions/ job order and contract, the DMF and the contract will address the dispute/ difference for a mutual resolution and , the Collector & Chairperson, DMF, Sundargarh is the sole arbitrator to decide the same or his decision is final and binding on both the parties. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Sundargarh only

## 9. JURISDICTION:

The Court at Sundargarh alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ contract. It is specifically agreed that no court outside and other than Sundargarh court shall have jurisdiction in the matter.

## 10. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event to be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumes as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

## 11. SINGLE BIDDER

Collector & chairperson, DMF, Sundargarh will do it's best to encourage the participation of multiple parties for the tender, however in the case of a single bidder, Collector & chairperson , DMF, Sundargarh can take a decision of awarding the contract due to the nature of the service being that of emergency services and affecting the lives of the citizens of the District.

## 12. PERFORMANCE GUARANTEE:

The successful Agency shall have to deposit 5% of Contract Value (excluding GST ) towards Performance Bank Guarantee in the form of Demand Draft/ Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of CEO, DMF, Sundargarh. The bank guarantee should be valid for 38 months.

## 13. PAYMENT OF AGENCY'S BILL:

- Monthly payment of Vehicles shall be based on as per financial bid (Annexure 2)
- Investment and Ownership: All movable and immovable assets created in the project will be the property of Service Provider
- The Service Provider shall submit the GPS reports along with monthly claim to validate the same.
- The monthly hiring bill shall be Checked and counter signed by the RTO, Rourkela / RTO Sundargarh for Release of Payment

## ANNEXURE 1

## TECHNICAL BID

Sr. No.	General particulars of the Agency	Details to be filled up by the Bidder
1	(a) Name of the Agency	
	(b) Registered address with telephone nos.,	
	Mobile no.	
	E-mail ID	
	(c) Year of Establishment/ Incorporation	
	(d) Authorized Person's a. Name & Designation b. Tel. No. Landline c. E-mail ID: d. Mobile e. fax:	
2	Type of Firm: Private Ltd./ Public Ltd./ Cooperative/ PSU. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)	
3	Details of bid document amount (tender fee- Rs. 10,000) Demand Draft no.	
4	Details of Earnest Money Deposit (EMD- Rs. 50,000) Demand Draft No.	
5	GST No	GST No. (Copy of self-attested certificate attached) Yes/ No (page No.)
6	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ No (page No.)
7	The bidder should have experience in work of similar nature with Govt. offices/ PSU's/ industry etc., and must have executed the similar hiring contract of heavy vehicle as mentioned in the eligibility criteria (Copy of the same to be attached)	Yes/ No Attached Document (Page No.) (ANNEXURE 5)

8	i. Vehicle no. _____ & Reg. in the name of _____ ) ii. Vehicle no. _____ & Reg. in the name of _____ ) iii. Vehicle no. _____ & Reg. in the name of _____ )	Copy of registration enclosed. Yes/ No (Page No.)
9	Copy of Work Order from clients where the Agency has been working/ worked during last three years Attached	Yes/ No (Page No.)
10	Certificate for average annual turnover duly approved and signed by the Chartered Accountant (Financial Year 2018-19, 2019-20 , 2020 -21) (Copy of the same to be attached)	Yes/ No Attached the Certificate Approved by Chartered Accountant (Page No.) (ANNEXURE 3)

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE 2****FINANCIAL BID**

Sr. No.	Name of the vehicle	Minimum Avg. Mileage in Km/Ltr.	No. Vehicles	Monthly hiring rate of Vehicle
1	1.3T Towing Vehicle with towing capacity of 5 Ton & GVW 3Ton, BS VI model	12 Km	1	
2	2818 LPT (Long Platform truck) Towing Vehicle with towing capacity of 55Ton & GVW 28Ton , BS VI model	4 Km	1	
3	Truck Mounted Crane, GVW 12 Ton withing Lifting Capacity 3 Ton , BS VI model	6 Km	1	
	Total cost ( A )			
	GST ( B )			
	Total cost including all tax & GST ( A + B )			

**Note**

- I. Fuel cost will be paid as per the actual consumption of Diesel.
- II. TDS & All Taxes as applicable will be deducted from the bills of the agency.
- III. Monthly quoted rate is for 24hrs. x 7 days
- IV. Any conditional bill summarily rejected .
- V. No. of vehicle will vary as per the requirement
- VI. Successful bidder will be selected on the basis of lowest total cost including of GST

Place-  
Date -

Signature of Authorized Signatory  
Seal with Designation of agency

**ANNEXURE 3**

**AVERAGE ANNUAL TURNOVER STATEMENT**

The Average Annual Turnover statement of.....<name of the organization>, at .....<address of the organization >, for the last three financial year are given below and certified that the statement is true and correct.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover in lakhs (₹)</b>
1	2018-2019	
2	2019-2020	
3	2020-2021	
	Average annual turnover statement	

Date:

Signature of Chartered Accountants

Place:

Seal:

Membership No:

**ANNEXURE 4**

**NON-BLACKLIST**

We, .....<name of the Organization>, having our registered office at ..... , <HQ address of the Organization> hereby declare that we are submitting this proposal in reference to the “**Annual Rate Contract For hiring Towing Crane for Sundargarh District**” out of D.M.F Fund’ We declare that we have not been blacklisted by any Ministry / Department / industry Public Sector Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Date:

Authorized Signature

Place:

Name and Title of Signatory

Seal:

**ANNEXURE 5 ( In the Company letter head )**

Experience

Sl. No.	Name of Project	Year of Project	Page Number
1			
2			
3			
4			
5			

**Detailed Project Experience**

<b>Project Information</b>	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

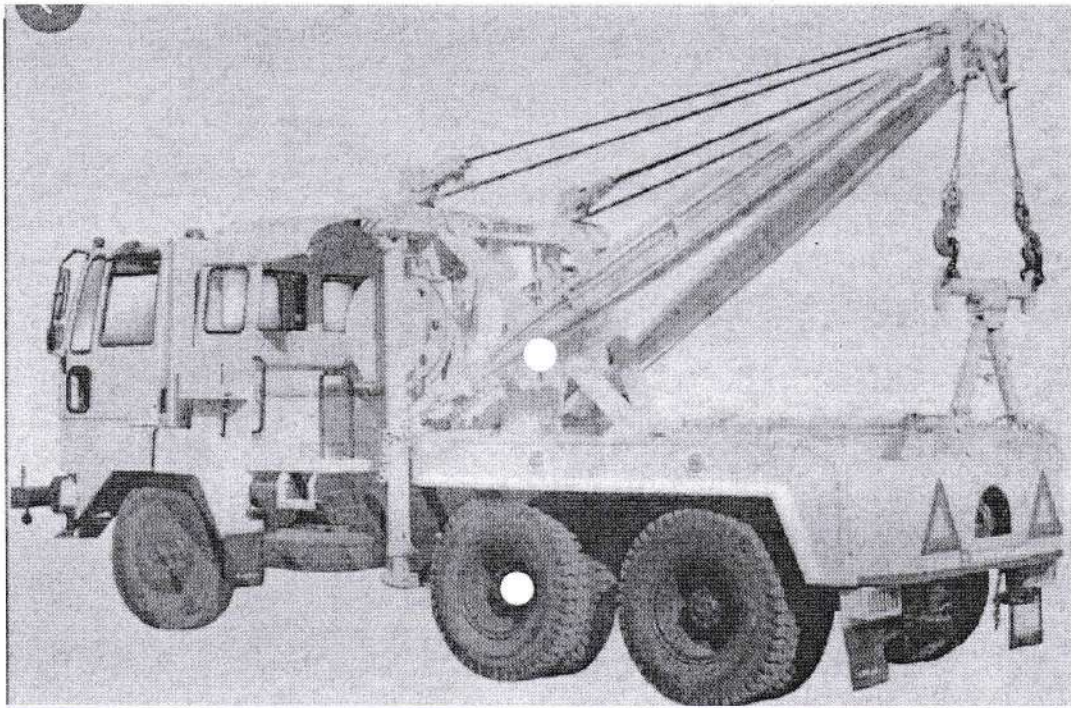
Please check (✓) on the supporting documents enclosed:

- Work Order received from Client
- Agreement signed between Bidder and Client
- Client Certificate/ others (if any)

VEHICLE PHOTOGRAPHS



1.3T Towing Vehicle with towing capacity of 5 Ton & GVW 3Ton



2818 LPT Towing Vehicle with towing capacity of 55Ton & GVW 28Ton



**Truck Mounted Crane, GVW 12 Ton with Lifting Capacity 3 Ton**

## TECHNICAL SPECIFICATION OF TRUCK CHASSIS

### 1.3T Towing Vehicle with towing capacity of 5 Ton & GVW 3Ton

#### **BS – VI Specification**

##### **Generic Parameters**

Vehicle Engine Capacity (cc)	2179
Type of Fuel	Diesel
Vehicle Emission Complaiance	BS-VI
Vehicle Colour type	Solid
Colour of the vehicle	Standard OEM Colour
Vehicle Mileage ( declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (in KM/Litre)	12.0
Engine Gradeability (Degree)	11
Air Conditioning	Without
Engine BHP@rpm	100 HP @ 3750 RPM
Engine Torque (Max.)@rpm (N- m@rpm)	250 Nm@1000-2500 RPM
Number of Cylinders in Engine	4
Type Of Vehicle Body	Chassis Frame
Seating Capacity	2
Fuel Tank Capacity (Ltrs)	45 litre
Ground Clearance (mm)	210 millimeters
Wheel Base	3150 millimeters
Boot Space (Ltrs)	0 liter
Kerb Weight	1790 kilogram
Gross Vehicle Weight	3490 kilogram
Type of Vehicle Tyre	Radial
Size Of Tyre	215/75 R16
Vehicle Transmission System	Manual
No. of Speed/ Forward Gears	5
Type of Wheel drive	Two Wheel Drive (Rear Wheel)
Drive Axle	Rear
Type of Steering	Power
Turning Radius (mm)	6250 millimeter
Vehicle Brake ABS Fitted	No
Front Vehicle Brake	Disc Brake
Rear Vehicle Brake	Drum Brake
Vehicle Air Intake System	Turbo Charged
Driver Airbag	No

##### **Constructional Parameters**

No.of Doors (Nos.)	2
Length of Vehicle Body	5350 millimeter
Width of Vehicle Body	1860 millimeter
Height of Vehicle Body	1810 millimeter
Type of Wheel	Simple
Size of Wheel	16 inch
Central Locking	No
Co -Driver Airbag	No

Side Airbag Rear	No
Rear seatbelt	No
Leather Seats	No
Day & Night View Mirror	Without

## 2818.T Cab Chassis BS-6 with 186HP Engine,55 WB, Power Steering,Air Brakes,Radial Tube Tyre

### GENERIC

Engine Capacity (cc)	5635
Chassis Model No.	SIGNA 2818.T BS-6
Category of Vehicle for which Chassis to be used	Heavy Capacity Commercial Vehicles
Type of Chassis	Chassis with facecowl
Body Style	Tata Signa Cabin & Chassis without Load Body
Chassis with Built up Cabin	Yes
Type of Fuel	Diesel
Vehicle Emission Complainece	BS VI
Chassis Transmission System	Manual
Max Engine Power BHP	186
Max Engine Torque (N-m)	850
Engine Aspiration	Turbocharged Intercooled
No. of Cylinder in Engine (Nos)	6
Ground Clearance (mm)	248 millimeters
Wheel Base (mm)	5505 millimeters
Kerb Weight (Kg)	7116 kilograms
Gross Vehicle Weight (Kg)	28000 kilograms
Type of Steering	Power
No of Axle (Nos)	3
Axle Configuration ( No of Outside Tyre x No of Driving Tyre)	6x2
Type of Front Axle and Suspension System	Extra Heavy Duty Forged I Beam Reverse Elliot-Parabolic Spring with Hydraulic Shock Absorber
Type of Rear Axle and Suspension System	Hypoid Gear in Pressed Steel Welded Beam, Fully Floating Axle Shafts-Semi Elliptical Leaf Spring
No. of Speed/ Forward Gears (Nos)	6
ABS Fitted	Yes
Front Vehicle Brake	Full Air S -Cam
Rear Vehicle Brake	Full Air S -Cam
Type of Clutch	Single Plate Dry
<b>CERTIFICATION</b>	
Chassis Certification ARAI/VRDE/ICAT No.	AAON0460 Dt-19.12.2019
<b>CONSTRUCTION</b>	
Design of Chassis	Full Frame chassis
Body Options	Customise-able
Fuel Tank Capacity (Ltrs)	365
Length of Chassis (mm)	9974
Width of Chassis (mm)	2565
Height of Chassis (mm)	3150
Gradeability of Chassis( %) (%)	18

Size Of Front Tyres	295/90 R20
Size Of Rear Tyres	295/90 R20
Size of Wheel	7.50x20
Speed Governors	Yes
Side View Mirror	Yes
Standard Sparewheel and Tool Kit	Yes
Fog Lights	No
<b>PERFORMANCE</b>	
Speed, Max (Km/Hr)	80
Turning Radius (mm)	10400

<b>1112 LPT DCR38CBC 125B6M5 BS-6 with Power Steering &amp; 17.12 Ft Deck Length</b>	
<b>GENERIC</b>	
Engine Capacity (cc)	3300
Chassis Model No.	Tata 1112 LPT DCR38CBC 125B6M5 BS-6
Category of Vehicle for which Chassis to be used	Medium Capacity Commercial Vehicles
Type of Chassis	Chassis with facecowl
Body Style	Tilt Cab Chassis PTOP without Load Body
Chassis with Built up Cabin	Yes
Type of Fuel	Diesel
Vehicle Emission Complainece	BS VI
Chassis Transmission System	Manual
Max Engine Power BHP	123
Max Engine Torque (N-m)	390
Engine Aspiration	Turbocharged Intercooled
No. of Cylinder in Engine (Nos)	4
Ground Clearance (mm)	203 millimeter
Wheel Base (mm)	3800 millimeter
Kerb Weight (Kg)	3255 kilogram
Gross Vehicle Weight (Kg)	11250 kilogram
Type of Steering	Power
No of Axle (Nos)	2
Axle Configuration ( No of Outside Tyre x No of Driving Tyre)	4x2 (Twin Tyres at Rear Axle)
Fuel Tank Capacity (Ltrs)	120
Length of Chassis (mm)	7077
Width of Chassis (mm)	2155
Height of Chassis (mm)	2390
Gradeability of Chassis( %) (%)	21.24
Type of Vehicle Tyre	Radial
Size Of Front Tyres	8.25R16-16PR Qty 2 Nos.
Size Of Rear Tyres	8.25R16-16PR Qty 4 Nos.
Size of Wheel	6.00Gx16
Speed Governors	Yes
Side View Mirror	Yes
<b>PERFORMANCE</b>	
Speed, Max (Km/Hr)	76

Turning Radius (mm)	6150
Warranty Period inclusive of warranty of Battery (Month)	24
Battery Warranty (Month)	YES
Warranty Distance (Km)	YES
No. Of Free Service (Nos)	3
Low Fuel warning Light	YES
Transportation Charge in Rupees Per Km (Rs/Km)	25
<b>CERTIFICATION</b>	
Chassis Certification ARAI/VRDE/ICAT No.	AAPN-0179 V01 DTD:15-DEC-2020
<b>CONSTRUCTION</b>	
Design of Chassis	Full Frame chassis
Body option	Customise-able
Fuel Tank Capacity (Ltrs)	120
Length of Chassis (mm)	7077
Width of Chassis (mm)	2155
Height of Chassis (mm)	2390
Gradeability of Chassis( %) (%)	21.24
Type of Vehicle Tyre	Radial
Size Of Front Tyres	8.25R16-16PR Qty 2 Nos.
Size Of Rear Tyres	8.25R16-16PR Qty 4 Nos.
Size of Wheel	6.00Gx16
Speed Governors	Yes
Side View Mirror	Yes