सीएमपीडीआई
cmpdi
A Mini Ratna Company

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

TENDER DOCUMENT

FOR

RUNNING & MAINTENANCE OF OTC, EXTENDED OTC (QR. NO.-II/9) AND 4 ROOMS OF STC AND CLUB HALL AT CMPDI, RI-6, SINGRAULI

February, 2016

Central Mine Planning And Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute-6, Jayant
Singrauli – 486 890 (Madhya Pradesh)

SECTION -1

TENDER NOTICE

e - TENDER NOTICE

FOR THE WORK

RUNNING & MAINTENANCE OF OTC, EXTENDED OTC (QR. NO.-II/9) AND 4 ROOMS OF STC AND CLUB HALL AT CMPDI, RI-6, SINGRAULI.

TENDER NOTICE NO. : CMPDI/RI-6/P&A/OTC/2015-16/1150 DATE:19/02/2016

1. Tenders are invited on-line on the website http://coalindialtenders.gov.in from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In Days)
RUNNING & MAINTENANCE OF OTC, EXTENDED OTC (QR. NO.-II/9) AND 4 ROOMS OF STC AND CLUB HALL AT CMPDI, RI-6, SINGRAULI	**738635.00**	**7400.00**	**0.00**	**365**

2. **<u>Time Schedule of Tender</u>**:

Sl.No.	Particulars	Date	Time
a.	Tender Publication date	Date and Time as mentioned in the website	
b.	Document download start date		
c..	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i.	Part-I Opening date		

For details of qualification requirements, bid security and complete tender document, visit our website www.cmpdi.co.in. or http://eprocure.gov.in/cppp Detailed tender notice is available at https://coalindiatenders.gov.in

NOTE : End user portal agreement of CIL is applicable for CMPDI also.

DETAILED TENDER NOTICE

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
Regional Institute-6, Jayant, Singrauli-486890
Madhya Pradesh, India

DETAILED E -TENDER NOTICE
FOR THE WORK
RUNNING & MAINTENANCE OF OTC, EXTENDED OTC (QR. NO.-II/9) AND 4 ROOMS OF STC AND CLUB HALL AT CMPDI, RI-6, SINGRAULI.
Contact No: Ph.: 07805-222807, FAX: 07805-222330

CMPDI/RI-6/P&A/OTC/2015-16/1150 **DATE: 19/02/2016**

1. Tenders are invited on-line on the website http://coalindiatenders.gov.in from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Brief Scope of Work:

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In days)
RUNNING & MAINTENANCE OF OTC, EXTENDED OTC (QR. NO.-II/9) AND 4 ROOMS OF STC AND CLUB HALL AT CMPDI, RI-6, SINGRAULI	738635.00	7400.00	0.00	365

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c..	Document download End Date		
d.	Bid Submission Start Date		
e.	Bid Submission End Date		
f.	Start Date for seeking Clarification on-line		
g.	Last Date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i	Bid Opening Date		

3. Deposit of Earnest Money: ₹ 7400.00 (INR Seven Thousand Four Hundred only) The bidder will have an option for submitting EMD through either ONLINE mode in case of tenders for procurement of goods or ONLINE or OFFLINE mode in case of works & service tenders. The OFFLINE mode can be exercised only through submission of Bank Guarantee (BG) where the EMD is Rs. 5 Lakh or above.

In Online mode the bidder can make payment of EMD either through net-banking from designated BANK/S or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL bank account and the information flows from Bank to e-Procurement system.

In offline mode the bidder can make payment of EMD in the form of Bank Guarantee (BG) (if applicable) from any scheduled bank. The bidder will furnish all the details online i.e. BG Number, date of issue, expiry date, name of issuing bank and amount etc. regarding EMD. The bidders who opts for submission of EMD through BG (More than ₹. 5 Lakh) will opt for EMD exemption. The bidder will mention the amount of exemption for which he is required to submit the BG and he will upload the scanned copy of BG as .pdf file at the space provided for EMD exemption document.

The information provided and documents uploaded by L-1 bidder will be evaluated as per relevant clauses. If L-1 bidder qualifies all the criteria, he will be asked to submit original BG either in person or by post which must be received in the office of Tender Inviting Authority within 7 (seven) working days. If the bidder fails to submit the original BG then bidder will be debarred for 1 (year) from participating in future tender of CMPDIL.

The BG against EMD shall be taken for the tenders where EMD is amount ₹. 5 lakhs or more. In tenders with EMD less than ₹. Five Lakh only online mode of payment shall be enabled.

The date of validity of BG shall be mentioned in the NIT and it should counted as Original End date of Submission of Tender + Bid validity Period + 90 days.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

In case of discrepancy between the only submitted information regarding the instruments for EMD and the original BG being submitted by the bidders, the later shall prevail if the instrument is found to be valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of the bidder.

The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. CMPDIL shall not be responsible for any postal delay in receipt of EMD.

Note : (1) To upload the information regarding BG the Tender should be created with the option for enabling the 'EMD Exemption Option' as YES.

(2) **The EMD for Mining tenders and Turnkey Tenders will be as per Contract Management Manual and EMD for Civil, E&M and other tenders will be as per Manual of Civil Engineering Works of CIL and the existing policy of CIL.**

Refund of EMD

a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited)
b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

The EMD of successful bidder (after award of contract) will be retained by CMPDI and released after submission of the security deposit in case of all tenders related to procurement of goods. In cases of tenders related to works and services, the EMD of successful bidder will be retained by CMPDI and adjusted against performance security deposit. However, EMD deposit by the L-1 bidder in the form of Bank Guarantee will be discharged when the bidder furnishes the required performance security deposit and the signs the agreement.

4. **Availability of Tender Documents:** Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal https://coalindiatenders.gov.in and Tender Notice shall be available at websites www.cmpdi.co.in. or http://eprocure.gov.in/cppp.

5. **Clarification of Bid**: The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.

6. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through https://coalindiatenders.gov.in in order to become an eligible bidder. This will be a part of the agreement.

7. **Pre-Bid Meeting**: Not applicable.

8. **General Instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:

(a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.

(b) Two Parts of the bid should contain the details as follows: -

Part-I: Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT at Clause no. 22.

Part–II: Prices, only in the Excel format, as indicated in the Tender Document**.**

9. <u>Eligible Bidders</u>:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.10 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA.**

Note: Joint Venture: Two or three companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply with the following requirements:

i. The minimum qualification requirements for Joint Ventures: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be added together and the total criteria should not be less than as spelt out in qualification criteria.

ii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii. Joint Venture Agreement should legally bind all partners jointly and severally.

iv. Pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi. One of the partners responsible for performing a key component of the contract shall be designated as **<u>Lead Partner</u>**. **<u>This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.</u>**

vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii. The contract agreement should be signed jointly by each Joint Venture Partner.

ix. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

x. The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

10. <u>Eligibility Criteria</u>:

A. ***<u>Work Experience</u>***

The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub-contractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (i.e. e-Publication date of NIT). The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of completed works shall be given a weight age to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited.

<u>The definition of similar work shall be as follows:</u>

<u>"Catering service and maintenance of guest house"</u>

The undertaking for execution of similar works is to be uploaded in the format given in Section-3.

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

i) Start date & End date of each qualifying experience (similar work)
ii) Agreement Number/Work Order Number of each experience
iii) Work Order Issuing authority of each experience

iv) Percentage (%) share of each experience (100% in case of an individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture)
v) Executed Value of work against each experience
vi) Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

Note: In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder. **Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

The above qualification criteria shall be fulfilled by JV in the following manner:

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:
   i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender:
   i) Any one partner can match the above requirement.

   Or

   ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-
   i) Any one partner can match the above requirement.

   Or

   ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

   Or

   iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have:

i) More than 50 (fifty) % share in J.V.

And

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

B. ***Financial Turn-over:***

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

Financial turnover shall be given simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days/365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

C. ***Net Worth:***

The Net Worth of the bidder based on latest audited annual accounts as on 31st March 2014 (e.g. for tenders floated in the financial year 2015-16, this will be ……as on 31st March 2014) shall not be negative.

The Net Worth shall be equal to: - Aggregate of the Capital + Free Reserve ± Accumulated Profit/Losses. Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered works with estimated cost above 100 lakhs).

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited Balance Sheet.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. net worth (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.

If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:

(i) If they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

(ii) If they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure etc.

Notes: (Not a part of bid document)

I) The qualification criteria shown above are to be considered as a standard for normal works.

2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.

3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credential of its wholly owned subsidiaries.

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

i). Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.

ii). Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.

iii). Membership Number of the Chartered Accountant.

iv). Date of issue of financial turnover certificate by CA.

D. ***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 online:

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

Note: In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV will be furnished.

E. ***VAT/Sales Tax Registration on Works Contract***:

The bidder should possess a VAT/ Sales Tax Registration on works contract issued by Sales Tax department of any Indian State/UT.

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

Confirmation regarding possessing of VAT/ Sales Tax Registration on Works Contract issued by Sales Tax department of any Indian State in the form of Yes / No

Note: In case the bidder is a Joint Venture, the TIN/Sales Tax Registration Number of each individual partner of JV will be furnished.

F. ***Service Tax Registration Certificate:***

The bidder should possess a Service Tax Registration Certificate issued by Govt. Deptt. of any Indian State.

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

Confirmation regarding possessing of Service Tax Registration Certificate issued by Sales Tax /Service Tax department of any Indian State in the form of Yes / No

G. ***An Affidavit:***

An Affidavit on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents **uploaded** by him on line in support of his eligibility, as per the format given in the bid document at Section - 3

H. ***Legal Status of the bidder:***

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

I. ***Digital Signature Certificate (DSC):***

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

J. ***Banning:***

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

~~*K.* The tenderers should have valid electrical contractor's licence issued by Govt. licensing Board. In case tenderer is a partnership firm, the licence shall be valid for that partnership firm. The tenderer shall submit photocopy of complete license showing name of the firm, name of the contractor/s, name and address of the firm. The tenderer shall provide proof of validity of his electrical contractor's license for proprietorship firm or partnership firm or limited company as the case may be.~~

11. **Methodology of Submission Of Bid And Its Evaluation:**

a In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (https://coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person, then he should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person**.**

b The bidders have to accept, unconditionally, the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

NOTE: End user portal agreement of CIL is applicable for CMPDI also.

c **General Technical Evaluation:**

The bidder has to fulfil/comply to all the terms of ‘General Technical Evaluation’ (GTE).

d **Letter of Bid**: The format of Letter Of Bid (LOB) (as given in the NIT at section 3 will be downloaded by the bidder and **will be printed/typed on their letter head**. The scanned copy of this document will be uploaded by the bidder during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

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

e **Confirmatory documents:**

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her bid (Refer Table at Point No 22 below. The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.

f **Price bid:**

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

The Price Bids of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above (and also online) will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.

Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Tenderer / Service Provider will be reimbursed on production of documentary evidence towards payment of such Service Tax to the Government Exchequer.

The Tenderer (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him / them. Such bills should necessarily contain Contractor's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challans should have to be submitted for separate services with specific mention of the services rendered to the CMPDI.

In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by CMPDI.

g **Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of the bid and CMPDIL will in no case be responsible and liable for those costs.

h **Clarification of Bid**:

The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications given by Department will be visible to all the Bidders intending to participate in the tender. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification by Bidders / the last date of giving clarification on-line will be as per the TIME SCHEDULE OF TENDER as available on the website**: http://coalindiatenders.gov.in**. No other mode of seeking clarification shall be entertained.

12. All bids are to be submitted on-line on the website https://coalindiatenders.gov.in. <u>No bid shall be accepted off-line.</u>

13. <u>Tender Status</u>:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

14. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and Internet connectivity at bidder's premises to access the e-tender portal. Under any circumstance, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

15. <u>In cases where the number of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system</u>.

16. <u>Opening of bids</u>:

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE.

17. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

18. Evaluation of Bid:

i) After opening of the tender on the scheduled date and time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS containing other Commercial parameters.

ii) Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible Bidders get decrypted and a comparative statement of prices will be generated by the system.

iii) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.

iv) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 7 x 24 hours duration shall be given.

19. The supporting documents only of the L-1 bidder will be downloaded for evaluation by the Tender Inviting Authority.

In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents duly attested by notary public in support of the information/ declarations furnished by them online within the specified period of 7 days. If the L-1 bidder fails to submit the specified document/s in 7(seven) days, 7 more days (7 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.

20. If the techno-commercial acceptability of L-1 bidder is established upon verification of the uploaded documents and short-fall documents if any, the case shall be considered by the tender committee for further decision.

No additional time will be allowed to the bidder for on-line submission of documents. The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of contract.

In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, then Documents will be asked from L-2 bidder. This process will continue sequentially till techno-commercially acceptable L-1 is established.

In case of defaulting bidders, Penal action will be taken as per table mentioned below.

It will be the responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

21. The following penalties shall be imposed on the defaulting bidders:

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter.	100% of EMD amount or □1.00 Lakh whichever is lower, is forfeited.
(ii)	Failure to submit offline EMD in the form of B.G.	In case of failure to submit original BG (offline submission of EMD) within 7 days, bidder will be debarred for 1 Year.
(iii)	L-1 bidder happens to be defaulter in 2 tenders issued by the same Tender Inviting Authority within a span of 1 year.	If the bidder defaults in two tenders under same Tender Inviting Authority in a span of one year, 100% of EMD amount of 2nd tender, is forfeited.

Note: * The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

22. The bidders will upload the scanned copy of the following specified documents duly attested by notary public in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

Sl. No.	Eligibility Criteria	Scanned copy of documents (Attested by Notary Public) to be uploaded by L-1 bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Work Experience (Ref. Clause No 10(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.
2.	Financial Turnover (Ref. Clause No 10 (B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. (In case of JV, turnover certificate for each individual partner of JV)
3	Permanent Account Number (Ref. Clause No 10 (D) of NIT)	PAN card issued by Income Tax department, Govt.of India (In case of JV, PAN card for each individual partner of JV)
4	VAT/Sales Tax Registration (Ref. Clause No10 (E) of NIT)	VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State (In case of JV, VAT/Sales Tax Registration Certificate for each individual partner of JV)
5	Service Tax (Ref. Clause No 10 (F) of NIT)	Service Tax Registration Certificate issued by Govt. Dept of any Indian State
6	Provident Fund	Provident Fund Registration Certificate issued by Govt. Dept of any Indian State
7	Affidavit (Ref. Clause No 10 (G) of NIT)	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document at Section 3.
8.	Legal Status of the bidder (Ref. Clause No 10 (H) of NIT)	Any one of the following document : 1.Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
9.	Digital Signature Certificate (DSC) (Ref. Clause No 10 (I) of	If the bidder himself is the DSC holder bidding on-line then no document is required .However, if the DSC holder is bidding online on behalf of the

	NIT)	bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
10	Banning (Ref. Clause No 10 (J) of NIT)	Declaration by the bidders that they have not been/have been banned or delisted by any govt. or quasi-govt. agencies or PSU, as per the Affidavit format given in the bid document at Section 3
~~11~~	~~Electrical contractor's licence (Ref. Clause No 8 (K) of NIT)~~	~~The tenderers should have valid electrical contractor's licence issued by Govt. licensing Board. In case tenderer is a partnership firm, the licence shall be valid for that partnership firm. The tenderer shall submit photocopy of complete license showing name of the firm, name of the contractor/s, name and address of the firm. The tenderer shall provide proof of validity of his electrical contractor's license for proprietorship firm or partnership firm or limited company as the case may be.~~
12	Any other document to support the qualification information as submitted by bidder on-line.	
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

23. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

24. **<u>Currencies of Bid and Payment</u>:**

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

25. **<u>Validity of offer</u>**:

The rates offered in Part-II shall be valid for **120 (one hundred twenty) days** from the End date of bid submission.

26. **<u>One Bid per Bidder</u>**:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/ EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.50 (Modification and Withdrawal of Bid) of NIT

27. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for *1* year from participating in tenders in CIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under

   i). If the bidder withdrawing his bid is other than L-1, the tender process shall go on.

   ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.
   (The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

28. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

29. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

30. Subletting/Sub-vending:

Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted. The ESM Officer shall comply with the Para-25 of DGR Guidelines and be present in all dealings with Principal Employer & No dealing through representatives on Power of Attorney will be permitted. Any deviation in this regard may be considered a Breach-of-Contract and shall be dealt with as per company regulations.

31. The tenderer shall have to ensure implementation of CMPF/ EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

32. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

~~33. Refund of EMD:~~

~~The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in E-tender Notice and in the form as deliberated at *Cl.3, Sec.1* of E-tender Notice.~~

1. ~~Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Employer as non-responsive.~~
2. ~~The Bid Security/EMD of the unsuccessful bidder shall become refundable, if there is no case of forfeiture, who have not emerged as L-1 bidder.~~
3. ~~The bid security/EMD, (submitted in the form of Electronic Fund Transfer) of successful Bidder will be retained till expiry of the contract and will not carry any interest and will be refunded after completion of the contract successfully. If the contractor failed to fulfill terms & conditions of the contract, earnest money deposit shall be forfeited.~~
4. ~~The Bid Security/ EMD deposited with the Employer will not carry any interest~~

34. Site Visit:

The Bidder, at the Bidder’s own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder’s own expense.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

35. Change in Constitution of the Contracting Agency:

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

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

37. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

38. Currencies of Bid and Payment:

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

39. The work should be for 365 days and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.

40. On completion of the work all rubbish, debris etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

41. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by CMPDI prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line.

42. <u>Validity of offer:</u>

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.27 (Modification and Withdrawal of Bid) of NIT.

43. <u>Modification and Withdrawal of Bid</u>:

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

Bidders may withdraw their bids on-line within the end date of bid submission and their EMD will be refunded. However, if the bidder withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order / LOA with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDI. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 one year from participating in tenders in CMPDI. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

   i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
   ii) If the bidder withdrawing his bid is L-1, then re-tendering will be done.

(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

44. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

45. <u>Bid Prices:</u>

The Bidders shall offer for the whole work based on the priced Bill of Quantities submitted by the bidder. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill-in rates and prices for all items of the work described in the Bill of Quantities. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The base diesel price will be specified in the BOQ by the company.

46. (a) All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. All incidental, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However such duties, taxes, levies etc, which is notified after the last date of submission of tender and /or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

(b).Service tax will be paid extra as per the status of the bidder (if applicable).

47. In case the works / service is awarded to a joint venture participating in the tender they have submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.

48. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

49. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

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

51. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

52. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

53. **Negotiations:**

Negotiations will be held only if the lowest rate received is not reasonable and decision of the company regarding reasonableness of rates quoted will be final and binding on the bidders.

Work will be awarded to the lowest bidder (L-1) without post tender negotiations if the rates are reasonable

If the rates are not reasonable, negotiations with L-1 only may be undertaken to arrive at a reasonable rate.

54. **Notification of Award and Signing of Agreement:**

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the Employer prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause-4 of General terms & Conditions of the tender document.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

55. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

56. **Non-disclosure/ Confidentiality clause:**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

57. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him.

If services are not found satisfactory,* CMPDI *reserves the right to cancel the contract within three-months.

HOD (P&A)

Regional Institute-6

CMPDIL, Jayant, Singrauli

SECTION -2

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. **Definitions**

i) "Employer" or "Company" means the Central Mine Planning & Design Institute Limited who will employ the contractor represented by the appropriate authority.

ii) "Principal Employer" means the Central Mine Planning & Design Institute Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/Contractors" 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) "Site" means the land and places including any building and erection thereon, over, under, in or through workplace or any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "Sub-Contractor" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

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

vii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms and 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.

viii) A “Day" shall mean a day of 24 hours from midnight to midnight.

ix) The "Work" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x) "Contract amount" shall mean:

a) in the case of turnkey contracts, the total sum for which tender is accepted by the company.

b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items 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.

xi) "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 contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

xii) "The constructional plant" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xiii) "The 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.

xvi) "Department" means the ICT Division of Central Mine Planning & Design Institute Limited represented by the appropriate authority.

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

xviii) 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:

i) Notice Inviting Tender/Detailed Tender Notice.
ii) Letter of Acceptance of Tender/Work Order.
iii) General Terms & Conditions of contract/Commercial Terms & Conditions of contract.
iv) Additional Terms & Conditions of contract, if any.
v) Specifications.
vi) Schedule of quantities (or Bill of Quantities)/Schedule of work/Scope of work

3. PRICES

Prices should be quoted as per BOQ Format

4. **FIRM PRICE**
The quoted prices shall remain FIRM till the completion of the contract.

8. **MODE OF PAYMENT**

The payment will be made through Electronic System for which bidders are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format "MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT" given in Section-3.

In case the bidders are already registered with Regional Institute-6, CMPDI for payment through Electronic System, they are not required to submit the above bank details. However, they have to submit a declaration that they are already registered with CMPDI (HQ) for receipt of payment through Electronic System.

9. **SECURITY DEPOSIT**

Security Deposit shall be Performance Security to be submitted at award of work and the security deposit shall bear no interest. Performance Security should be **10%** of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below.

a. A Bank Guarantee in the form given in the bid document.
b. Govt. Securities, FDR or any other form of deposit stipulated by the owner.
c. Demand Draft drawn in favour of CMPDI Ltd. on any Scheduled Bank payable at its Branch at Ranchi.

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / Security Deposit. The bid security deposited in the form of Demand draft/cash shall be adjusted against the security deposit.
If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either –
(a) At Bidder's option by a Nationalized/Scheduled Indian Bank or
(b) By a Foreign Bank located in India and acceptable to the employer.
(c) The validity of the Bank Guarantee shall be for a period of six years or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

d. State/Central govt. Organisation/ PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. Authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.

10. Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the HOD (P&A), RI-6, Jayant

a) Force Majeure :

i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earth-quakes & epidemics.

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

The successful bidder will advise, in the event of his having to resort to this clause, by registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay within 15 days of the occurrence and cessation of such force majeure condition.

In the event of delay due to force majeure for more than one month, the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

b) Serious loss or damage by fire.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

f) Non-availability or breakdown of tools and plants to be made available or made available by the company.

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

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

a) If the contractor 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 arrangements for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency Act.

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

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

d) On the death of the contractor 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.

14 **Settlement of Dispute / Arbitration**

14.1 HOD (P&A) will make every effort to avoid litigation and disputes with the contractors during the course of execution. However, if such disputes take place between the contractor and the department, it should be mutually settled by a committee formed by Regional Director. The contractor should make request in writing to the HOD (P&A) for settlement of such disputes/claims within 30 days of arising of the cause of dispute/claim and if in the opinion of HOD (P&A) the dispute cannot be settled at his level, he will refer the matter to the above committee for settlement within 30 days of receiving intimation from the contractor.

14.2 In case the dispute still persists and the Committee referred above and the Contractors are unable to arrive at a settlement, the matter shall be referred to the Regional Director, CMPDI, RI-6 shall take all effective steps to settle the disputes so raised by negotiation between the parties and if necessary through a committee of the officials as may be considered fit or proper, within 365 days from the date of reference of the dispute.

14.3 Arbitration :

i) In the event of failure in arriving at any settlement within a period of 90 days as referred to in the preceding paragraph, such dispute or difference may be referred to the Sole Arbitrator to be nominated by the Chairman-Cum-Managing Director of the company. Request for such arbitration by the Sole Arbitrator has to be made in writing by the concerned party to the Chairman-Cum-Managing Director of the company within 90 days from the date of failure of settlement of the dispute. The Sole Arbitrator can be an employee of the company or otherwise connected with the company. There shall be no objection to any such appointment.

In the event of the arbitrator neglecting or refusing to act or resigning or being unable to act for any reason whatsoever, the Chairman-Cum-Managing Director of the company shall substitute such Arbitrator by a fresh nomination. No person other than the nominated or appointed one as aforesaid shall act as an Arbitrator. In case any request for arbitration is not made in writing within the time stipulated herein above it shall be deemed to have been waived such right for arbitration and absolutely barred to refer the matter to the arbitration at all.

Work under the contract shall be continued by the Contractor during the Arbitration proceeding unless otherwise directed in writing by the company. Payment due or payable by the company shall not be withheld on account of such arbitration proceedings.

Subjects to as aforesaid the Arbitration and Conciliation Act, 1996 or any statutory modification thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause, venue of the arbitration shall be at the Headquarters of the Company or the place where the cause of action has arisen on the sole discretion of the arbitrator.

ii) The above arbitration clause shall not be applicable in the case of dispute between Public Sector Undertaking inter se or between one Public Sector Undertaking and the government Department and the provisions contained in the following paragraph shall be applicable for such dispute.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In-charge of the Bureau of Public enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the Special Secretary / Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

SPECIAL TERMS & CONDITIONS

(i) The Contractor shall implement provisions of CMPF and Misc. provision Act. 1948 / CMPS 98 in respect of the worker deployed by them and will have to deduct CMPF contribution and deposit the same along with contractor's share and to submit statutory returns in this office.

(ii) **Compliance with Labour Regulations**:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. The major labour laws that are applicable in the industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws / acts / rules / regulations including amendments, if any on the part of the contractor, the Authorized Person shall have the right to deduct any money due to the Contractor including his amount of performance security. The Authorized Person shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

SOME MAJOR LABOUR LAWS APPLICABLE :

a) **Workmen Compensation Act, 1923**
b) **Payment of Gratuity Act, 1972**
c) **CMPF and Miscellaneous Provisions Act. 1948**
d) **Maternity Benefit Act, 1961**
e) **Contract Labour (Regulation & Abolition) Act, 1970**
f) **Minimum Wages Act, 1948**
g) **Payment of Wages Act, 1936**
h) **Equal Remuneration Act, 1979**
i) **Payment of Bonus Act, 1965**
j) **Industrial Disputes Act, 1947**
k) **Industrial Employment (Standing Orders) Act, 1946**
l) **Trade Union Act, 1926**
m) **Child Labour (Prohibition & Regulation) Act, l986**
n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1997**

o) **Factories Act,"Contractor has to abide by all Safety Codes / Laws etc. as applicable to CMPDI. In case of any violation, the contractor will have to indemnify company's loss arising out of it".**

(iii) The Contractor shall arrange first-aid- facilities for his employees.

(iv) **<u>Jurisdiction</u>**: The Court of Waidhan in the State of Madhya Pradesh only will have the jurisdiction to deal with and decide any legal matters what - so - ever arising out of this tender.

(v) The Company reserves the right to discontinue / stop the work at any time during the pendency of the contract without assigning any reason what - so - ever. The company also reserves the right to accept / reject the tender (s), wholly or partly or to distribute the work, without assigning any reason.

(vi) Letter of Award of work will be issued to the contractor (after acceptance of the management). Within 28 days from date of receipt of letter of Award, the contractor will have to submit the required document to execute an agreement with CMPDI. Labour license under the Contract labour (Abolition & Regulations) Act 1970, if required as per requirement of manpower to be certified by the Company, will have to be furnished by the contractor. Non judicial stamp paper worth Rs.100/=, purchased in the name of the contractor, will have to be deposited by the Contractor for the purpose of execution of agreement. The date of commencement of work will be counted from 10 days after issue of letter of award or handing over of the premises which - ever is later. Failure on the part of the contractor to execute agreement / commence work will entail forfeiture of Earnest Money Deposit & debarring the contractor from three years from future participation in tenders in CMPDI.

(vii) One set of the Contract document (copy) should be kept at OTC with the Supervisor. This will have to be produced before the guest / occupant on demand. The details of breakfast / meals to be provided under the Contract with rate are to be displayed in the Dinning Hall and in all rooms.

(viii) No extra / additional payment will be made for any service rendered as per scope of work other then those computed as per ***<u>Schedule of Rates</u>***, duly accepted by the management, forming part of the Contract document.

(ix) Nothing herein contained shall restrict the Company from accepting similar services from other sources at its discretion.

(x) Meaning of words:

(a) Employer / Company shall mean "CMPDI".

(b) Authorized person shall mean person authorized by the Company, who will be Officer-in-charge of the work.

(xi) The Contractor shall be responsible for proper behavior of all his staff, workmen & others, and shall exercise proper degree of control over them, and in particular without prejudice to the said generality, the contractor shall be bound to prohibit / prevent any of his employees from trespassing or acting in any way detrimental or prejudicial to the interest of the company / community or the properties or occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the authorized person upon any matter arising under this clause shall be final.

(xii) The Tenderers must read and understand all the above points very carefully before submitting the tender.

SCOPE OF WORK

SCOPE OF WORK IN 6(SIX) ROOMS, DINING HALL, KITCHEN, VERANDAH, STORE ETC. OF OFFICER'S TRANSIT CAMP

1. Preparing & serving food and cleaning of utensils in guest house is included in the scope of work.
2. The rate of meals and breakfast will be finalized by duly constituted committee of CMPDI, RI-6 after award of work. Till such time current rate will continue.
3. All 6(six) rooms, toilets, furniture, AC's, coolers, verandahs and open space are included for cleaning purpose except gardening. After cleaning, disposal of garbage at specified place is included in the scope of work.
4. All materials like detergent, phenyl, naphthalene ball, cleaning acids, harpic, washing liquid, cobweb cleaner, broom, brushes etc. required for cleaning of guest house and washing of bed sheets, curtains, pillow covers, medicines to kill rodents and washing of dresses of contractor workers shall be provided by the company on reimbursement basis.
5. Contractor will engage all the required manpower for the said work including an experienced cook capable of preparing good vegetarian & non-vegetarian food.
6. Contractor will be responsible for providing hygienic food and breakfast as per schedule at the approved rates of the Company (CMPDIL).
7. Contractor will allow a person to stay with due permission. He will not allow unauthorized persons in the guest house for fooding or stay.
8. Contractor will be responsible for all the material like furniture's, coolers, utensils etc. For loss of any of the above materials, deduction will be made from the security deposit at actual or recovery from the bills etc.
9. Contractor shall maintain attendance register of contractor workers will be kept at Guest House and will be produced at verification of management at any time. He will also maintain register containing in & out details of guest. HOD (P&A) after due checking and certification of satisfactory works on the reverse of the bill shall forward the same to finance for audit and further action.
10. All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be the second part of security deposit. On completion of the entire work and certified as such by the Officer-in-charge, 5% Performance security deposit as well as 5% Retention Money shall be refunded after the issue of **satisfactory performance report** as certified by the Officer-in-charge, subject to issuance of **No objection / No dues certificate** from the Officer-in-charge. However if any furniture, utensils, fittings, fixture, fridge, TV, AC, cooler, Aquaguard, geyser etc. of the guest house is broken / damaged due to mishandling by the contractor's staff in the guest house, the replacement value of the same will be deducted from the monthly bill / 10% keep back and if it exceeds more, the contractor has to deposit the same.

11. If the contractor does not fulfill the above terms & conditions, Regional Director of RI-VI, Jayant reserves all rights to cancel the works with or without assigning any reason and the same shall be binding upon the contractor.
12. Contractor will be provided electricity, water, fuel / LPG by the company free of cost.
13. Contractor shall pay the wages to his employee as per minimum wages of CLC(C) rates and shall certify the same (unskilled/skilled as the case may be) on the reverse of the monthly bill.
14. Penalty :- In case, any of the above terms and conditions is violated by the contractor or the work is not executed in a proper manner on any particular day or days, proportionate deduction shall be made from the monthly bills by arriving at the rate to be calculated on daily basis i.e. monthly bill divided by 30 or 31 days of the month as the case may be. In this regard the decision of Regional Director, CMPDI, RI-VI shall be final and binding.
15. The Tenderer can submit only one tender and will certify to the effect that he is not a partner, owner or member of any Partnership / Firm / Joint Venture which also involved in the bidding process.
16. An agreement on a non-judicial stamp paper worth ` 50/- containing the details of work to be done / additional terms and conditions shall be executed within 30 days from the date of issue of work order.

SCOPE OF WORK IN EXT.OFFICER'S TRANSIT CAMP (i.e. QTR. NO-II/09)

1. The Officers residing in Ext. OFFICER'S TRANSIT CAMP shall have their meals in the OFFICER'S TRANSIT CAMP prepared by the FIRST PARTY (Contractor).
2. No Separate Cooking System shall be allowed in Ext. OFFICER'S TRANSIT CAMP.
3. All rooms, toilets, verandah, furniture, AC's, cooler are included for cleaning except gardening / horticulture work.
4. After cleaning, disposal of garbage at specified place is included in the scope of work.
5. Sweeping, cleaning, dusting of all rooms every day.
6. Mopping of all rooms once in a week.
7. Cobweb removal for all the rooms / verandah once in a week.
8. Cleaning of toilets and wash basins with detergents / harpic everyday.
9. All cleaning materials / broom etc. to be given by the FIRST PARTY (Contractor).

SCOPE OF WORK IN STAFF TRANSIT CAMP (4 ROOMS & STAFF TRANSIT CAMP CLUB HALL)

1. The Staffs / Non-Executives residing in the STAFF TRANSIT CAMP shall have their meals in OFFICER'S TRANSIT CAMP prepared by the FIRST PARTY (Contractor).
2. No separate Cooking System shall be allowed in the STAFF TRANSIT CAMP rooms.

3. All the 4 rooms, the attached toilets in their rooms, furniture in the room, AC's, coolers are included for cleaning.
4. After cleaning, disposal of garbage at specified place is included in the scope of work.
5. Sweeping of STAFF TRANSIT CAMP Hall everyday.
6. Washing and mopping of STAFF TRANSIT CAMP Hall once in a week.
7. Cobweb removal of 4 rooms of STAFF TRANSIT CAMP and STAFF TRANSIT CAMP CLUB hall once in a week.
8. House keeping of all the rooms i.e. changing of bed sheets, pillow covers, blankets etc.as and when required.
9. All cleaning materials / brooms etc to be given by the FIRST PARTY (Contractor).

<u>Additional Terms and Conditions</u>

1. For the purpose of running and maintenance of OTC/STC, 6 Contracutal Labour will be required as under:
   2 semi-skilled as Cook and Cook-cum-helper & 4 unskilled worker as helper-cum-bearer, cleaning of utensils, kitchen, verandah, rooms, toilets of all rooms of OTC/STC (with Club Hall and Qtr. No. II/9 of Extention OTC).
2. The FIRST PARTY (Contractor) shall be responsible for preparing / cooking and serving food in the dining hall / rooms.
3. Washing of utensils, daily up keeping sweeping, dusting, cleaning and mopping of all rooms, Dusting of all furnitures like TV, Phones Aqua Guard etc on daily basis.
4. Cleaning of toilets of all the rooms including the common toilets, wash basins of the rooms as well as in common bathrooms on daily basis.
5. Sweeping of OFFICER'S TRANSIT CAMP Hall every day.
6. Washing & Mopping of OFFICER'S TRANSIT CAMP Hall once in a week.
7. Dusting of OFFICER'S TRANSIT CAMP AC's and furnitures every day.
8. Washing of kitchen floors on alternate days. Cleaning the grocery containers on alternate day.
9. Cleaning and sweeping of verandahs, open space, back yard, removing dead leaves and garbage from the grass lawn of the guest house every day. All work other than the horticulture.
10. After sweeping & cleaning, disposal of garbage at specified place.
11. Housekeeping for all rooms i.e. changing of bed sheets, pillow covers, blankets etc. as and when required.
12. Removal of cobweb from all the rooms, dining hall, kitchen, verandah, OFFICER'S TRANSIT CAMP Hall, common toilets etc. on weekly basis.
13. Two sets of dress to each contract worker costing of Rs. 3000/- for one year wiil be provided on reimbursement basis. The dress of kitchen staff and cleaning staff will be different to each other.
14. The FIRST PARTY (Contractor) shall be responsible for providing hygienic food and breakfast as per schedule & menu at the approved rates of the company (CMPDIL).
15. The FIRST PARTY (Contractor) will not allow unauthorized persons to enter the Guest House (either for fooding or for stay). Whenever new staff of contractor joins or remove, it must be intimated to the management in writing

with complete bio-data. Management will have right to object on joining or leaving of any contractor's staff if deemed necessary.

16. The FIRST PARTY (Contractor) will be responsible for all the materials of the guest house like furnitures, coolers AC's utensils, crockeries etc. provided by the second party at the guest house. For loss or damage of any of the above materials, deduction will be made from the security deposit at actual or recovery from the bills etc.
17. Electricity, water, fuel, LPG will be provided by the second party free of cost as per availability for cooking purpose.
18. The FIRST PARTY (Contractor) shall not misuse the electricity, water, fuel, LPG provided free of cost by the SECOND PARTY.

Brands of the non-perishable items used in food i.e. edible oil, rice, pulses etc. will be specified as under:

A. Curd, wherever it is mentioned in the above menu, may be replaced by Raita or Curd Rice, as and when required / instructed.

B. Cooking media should be **:** Butter (Ammul, Britannia, Nutralite), Refined oil (Saffola, Sunflower, Sundrop), Mustard Oil (Engine, Elephant), Masala (MDH, Everest), Atta (Asirwad, Sakti Bhog), Sauce (Kissan, Maggi), Rice (Kohinoor, Lal kila, Noorjaha), Acchar (Nilons, Lal's), Jam (Kissan, Lal's), Tea (Lipton Green Label, leaf, Lupchu leaf), Biscuit (Britania **:** Marie Gold, Good day), Paneer (Ammul, Sudha & Dinshaw in sealed condition), Powder milk (Britania, Everyday), Diary Milk (Ammul), Ice Cream (Ammul, Vadilal, Dinshaw) of recommended brands of reputed makes.

C. The source of procurement of Sweet (in case if it is procured from outside), Chicken and mutton shall have to be got approved from in charge of OTC.

   In case of non-availability of the above mentioned brands in the market, the contractor may use alternative brand with the prior approval of the competent authority of CMPDI.

D. Coal / charcoal / wood, as fuel for cooking, should not be used by the contractor.

E. Surprise checks on the cooking media and / or the foods under preparation at the kitchen / works / cooking place of the contractor will be conducted by the authorized representatives of CMPDI and If at any point of time, it is noticed that any brand other than the specified / approved one is found in the store or stale or rotten items are being prepared, 10 % of the total amount of the preceding period for the catering of that particular group of guests or Rs.5,000.00 (Rs. Five thousand), whichever is more, will be recovered from the R / A Bill of that month of the contractor.

F. The contractor will be intimated by CMPDI over phone and / or in writing for the following at least 24 hours in advance:

   1. The number of guests to be attended
   2. The number of days and
   3. The menu to be served as per the Scope of Work.

PENALTY

If any of the above terms and conditions are violated by the FIRST PARTY (Contractor) or the work is not executed in a proper manner or the above terms & conditions are not complied in full on any particular day or days, proportionate deduction shall be made from the monthly bills divided by 30 or 31 days of the month as the case may be.

Regional Director, CMPDI, RI-VI reserves all rights to cancel the contract with or without assigning any reason thereof and the same shall be binding upon the FIRST PARTY (Contractor).

SECTION -3

LETTER OF BID
&
FORMATS

FORMAT OF LETTER OF BID

LETTER OF BID SHOULD BE PRINTED ON THE LETTER HEAD OF THE BIDDER **(**As Enrolled Online on e-Procurement Portal of MCL**)**

To

To,
The HOD (P&A),
CMPDIL,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Letter of Bid for the work…………………..

Ref No. : ………………………………………………………………

Tender Id No.: ………………………..

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against CMPDI.

(**This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required**).

"Format of Undertaking for Execution of Supply Order"

LETTER HEAD OF BIDDER

To,
The HOD (P&A),
CMPDIL,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Certificate for Execution of Supply Order.

Ref: Tender No…………………. Date:…………………..

Tender ID: (will be taken from the TENDER DETAIL page of this tender in the Website: http://mcltenders.gov.in)

Dear Sir,

This is to certify that the items covered in the following supply order (s) uploaded in support of the eligibility for participation against the subject tender have been successfully executed by us:-

Sl.No	Supply Order No.	Date of Supply Order	Name of the Purchaser
1			
2			

We also certify that the information provided by us are correct & true. If the said information is found to be incorrect or false, CMPDI may initiate penal action against us as per the provision of the NIT and/or CIL guidelines.

Yours faithfully,

(Signature of Bidder)

Company Seal

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

I……………………………………………………………………….
…………………….. Partner/Legal Attorney Proprietor/Accredited Representative of
M/s. ……………………………………. Solemnly declared that :

1. I/We are submitting tender for the work
…………………………………………………………………
…………………………………………………………………
…………………………………………………………………
against Tender Notice No. ----------------------- dated ----------

2. None of the partners of our firm is relative of employee of CMPDI.

3 All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true.

4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.

5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my 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 blacklisting of our firm and all Partners of the firm etc.

6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any
Public Sector Undertaking.

OR

I/We have been banned by the organization named “--------------------------------------“for a period of ------------------- year/s, effective from ------------------- to ----------------

Signature of the Tenderer

Dated-----------------

Seal of Notary

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To
Central Mine Planning & Design Institute Limited,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Authorization for release of payment due from **Central Mine Planning & Design Institute Limited**, **Regional Institute-6, Jaynat, Singrauli-486890 through** Electronic Fund transfer/Internet Banking.
(SBI-NET)

Ref: Order No.______________ Date __________ and/or Tender/Enquiry/Letter No. __________ Date ____________

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. Name of the Party :
____

2. Address of the Party :
____

____
City _________________________PIN Code____________
E- Mail Id ____
Permanent Account Number
____

3. Particulars of Bank

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

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:
Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.
Banker's Stamp :
Date :

(Signature of the Authorized official from the Banks)

<u>BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE</u>
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

<u>(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)</u>

To:

Central Mine Planning & Design Institute Limited,
Regional Institute-6, Jaynat, Singrauli-486890

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _______________ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work ________________ *[Name of the Work]* by issue of Letter of Award No. ________ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated __________ valued at ________________ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of ___ *[indicate figure]%* of the Contract Sum _____________ *[amount in figures and words)* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, ____________________ *[name of the Bank]*, of ________________ *[address of the Bank]* (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of __________________ *[amount of guarantee in figures and words]*, at any time from _________ to _________ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this ______________day of _______________ at _________________

For and on behalf of the Bank.

Signature _________________________

Name _________________________

Designation _________________________

Common Seal of Bank _________________________