

**Office of the General Manager(E&M),
E&M Department**

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TENDER DOCUMENT

FOR

**Central AC plant with VRF system for
CMPDI, RI–VI office building**

At Singrauli



AUGUST, 2015

**Central Mine Planning And Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Gondwana Place, Kanke Road,
Ranchi - 834031 (Jharkhand)**



**CENTRAL MINE
PLANNING AND DESIGN
INSTITUTE LIMITED**
(A Subsidiary of Coal
India Limited)
(A Mini Ratna Company)

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**NIT No.: NIT No.: CMPDI (HQ) / LIM. TENDER/GM (E&M)/2015/ 03 Dated :
19/08/2015**

e-TENDER NOTICE

(NIT for works requiring electrical contractors license having estimated value of Rs.1.00 crore & above)

1. Limited Tenders are invited on-line on the website <https://mcltenders.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:

Name & Description of Work	Estimated/ Indent Value (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of completion (In Days)
Design, Supply, Installation, Testing & commissioning of Central AC plant with VRF system for CMPDI, RI-VI office building at Singrauli consisting of all Civil, Structural, Electrical and Mechanical Works and all other accessories and facilities required to make it complete in all respects.	89,00,000	89,000	Nil	180

(The above tendered item is eligible for CENVAT Credit)

2. Time Schedule of Tender :

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	19/08/2015	
b.	Document download start date	20/08/2015	11:00 AM
c.	Document download end date	30/08/2015	5:00 PM
d.	Bid Submission start date	20/08/2015	1:00 PM
e.	Bid submission end date	31/08/2015	5:00 PM
f.	Start date for seeking Clarification on-line	20/08/2015	11:00 AM
g.	Last date for seeking Clarification on-line	25/08/2015	5:00 PM
h.	Date of Pre-bid Meeting	NA	
i.	Technical Bid Opening date	1/09/2015	11:00 AM

3. Deposit of Application fee and EMD:

Deposit of Earnest Money: ₹ 89000.00 (INR Eighty Nine Thousand only) as Earnest Money can be deposited online on e-Procurement portal of MCL by following mode :

- a) Online fund transfer from Axis Bank.
- b) NEFT from any Scheduled Bank.

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account (Pool Account) before bid submission).

II. Alternatively, bidders can also deposit EMD in the form of irrevocable Bank Guarantee (BG) from any scheduled Bank, in the format given in the bid document. The validity of such BG should be minimum 28 days beyond the validity of the bid.

Note : The BG against EMD shall be taken only for the tenders where EMD is amounting to Rs. 5 lakhs or more. In tenders with EMD less than Rs. Five lakh, only online mode of payment shall be enabled.

In case of offline submission of EMD through BG, the bidder has to furnish the BG Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online. The bidder has to deposit the original BG against EMD in person or by postal means, which must be received in the office of the General Manager (TE & CM), Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi Pin-834031, (JHARKHAND), INDIA. (Complete Address of Tender Inviting Authority) on any working day after e-publication of NIT and upto three working days after the last date of submission of bid. The Company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.

III. In case of online payment of EMD, the bid submission can be made only when the EMD is received by MCL (Pool Account).

IV. In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received by MCL (Pool Account) within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

(Note : In tenders where BG is not applicable Clause-II (above) shall not be applicable and should not be included).

The bidders should submit MANDATE FORM for e-payment along with EMD, if not submitted earlier, as per the format given in the bid document at Annexure V.

- 4. Pre-bid Meeting :** ~~The pre-bid meeting shall be held in the office of the Tender Inviting Authority (.....), on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.~~
- 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://mcltenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.
7. **Eligible Bidders** : 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.8 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 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). The 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 Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.
- 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 Partners.
- 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 only 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.

8. **Eligibility Criteria** :

- A. **Work Experience** : 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.

(Work experience in any Government/Semi-Government/Public Sector Undertakings (Central/ State) will be considered for eligibility. Work Experience in a Private firm shall be considered for eligibility only if the Private firm is a Company registered under Indian Companies Act'1956)

(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 weightage 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.

The definition of Similar work shall be as follows :

Similar work means the work of HVAC i.e. supply, installation and commissioning, testing of Central Air Conditioning system.

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.

B. Financial Turnover: 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.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year and 10% for the 3rd year. No weightage will be given in the turnover for the 1st year.

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

- 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

Note: In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl.No.(ii), (iii) & (iv) above will be given w.r.to the lead partner of JV only.

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

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

- i) 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, each individual partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

D. 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.

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

- i) 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, each individual partner of JV should possess a VAT/Sales Tax Registration on works contract issued by Sales Tax Department of any Indian State.

E. Electrical Contractor's License:(not applicable for this tender) The bidder should possess a valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.

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

- i). Confirmation regarding possessing of Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in the form of Yes / No.

Note: In case the bidder is a Joint Venture, at least one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.

F. Bid Capacity: The system of determination of bid assessment capacity as given below will be used only in case of works of estimated value of Rs.1.00 Crore and above.

Bidders who meet the minimum qualifications criteria will be qualified only if their available bid capacity is more than the tendered value (estimated cost) of the work. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A x N x 2 - B) where,

A = Maximum Financial Turnover in any one financial year during the last five financial years ending 31st March of the previous financial year (updated to present level @ 5% per year) with respect to the date of NIT/e-publishing date.

N = Number of years (Completion period in days/365), prescribed for completion of the works for which bids are invited.

B = Value at present price level, of existing commitments and ongoing works to be completed during the period of completion of work for which bid is invited.

If any bidder does not furnish the turnover value for any financial year out of the last 5 financial years, the turnover for that financial year shall be taken as 'Zero' and the maximum annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year, 10% for the 3rd year, 15% for the 4th year & 20% for the 5th year. No weightage will be given in the turnover for the 1st year.

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

- i). Annual financial turnover of each of the last 5 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 (CA)
- iv). Date of issue of financial turnover certificate by Chartered Accountant (CA)
- v). Value at present price level, of existing commitments and ongoing works to be completed during the period of completion of work for which bid is invited i.e. "B".

Note: In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. In case of Sl.No.(v), the value of existing commitments of each individual partner of JV shall be added together and to be furnished as the value of "B" for the bidder. However, the information against Sl.No.(ii), (iii) & (iv) above will be given w.r.to the lead partner of JV only.

9.Submission of Bid:

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of MCL (<https://mcltenders.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 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.
 - c. **Letter of Bid: Letter of Bid:** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in 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.
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.
 - d. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be uploaded during tender creation by tender inviting department. The bidder will download the same BoQ file and will quote the rates for all items on this Excel file and thereafter will upload the same Excel file during bid submission in cover-II. The Price-bid will be in Item rate BOQ format and the bidder will have to quote for all the tendered items and **competitiveness of the bides would be evaluated on the basis of total cash flow towards F.O.R. destination landed value of all the items, installation, testing, & commissioning of the system and annual comprehensive maintenance charges for 9 years. Evaluation of the L1 bidder would made after arriving at the preset value through discounted cash flow method where discounting would be made @ 12% p.a..** 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. Price bid is inclusive of all taxes except service tax. Service tax shall be paid extra as applicable.
10. All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.
 - a. 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 website. Under any circumstances, CMPDI 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.
 - 11 After receipt of EMD as stated in clause No.3, the Technical-bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate(DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. Thereafter, the Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clause No.8 (Eligibility Criteria). This on-line evaluation will be validated by CMPDI.
 - 12 After evaluation of Technical-bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.
 - 13 The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid

Opening (Live)” link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

14. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted in the NIT will be specified on-line by Evaluator indicating the start date and end date allowing 7 days (7 x 24 hours) time for on-line submission by 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 e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-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 self certified and attested by notary public of all the specified documents in support of the information/ declarations furnished by them on-line within the specified period of 7 days. 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 (self certified and 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.8(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.8(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.8(C) 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 on Works Contract (Ref. Clause No.8(D) of NIT)	VAT/Sales Tax Registration Certificate on works contract from any Indian State (In case of JV, VAT/S.T. Registration certificate for each individual partner of JV)
5.	Service Tax	Service Tax Registration Certificate issued by Govt. Dept of any Indian State/Union Territory (self authenticated and attested by Public Notary)
6.	Provident Fund	Provident Fund Registration Certificate issued by Govt. Dept of any Indian State/Union Territory (self authenticated and attested by Public Notary)
7.	Banning	Declaration by the bidders that they have not been banned or delisted by any govt. or quasi-govt. agencies or PSU
8.	Sub Contracting	Proposals for sub contracting components of the works amounting to more than 10 percent of the Contract Price
9.	Information regarding any litigation	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount including status of final settlement of contracts including claims/ counter claims, liquidated damages, bonus etc., if any;
10.	Electrical—Contractor's Licence (Ref. Clause No.8(E) of NIT)	Valid Electrical Contractor's Licence issued by Electrical Licensing Board/ Authority of any Indian state. (In case of JV, the Electrical Contractor's Licence of any one partner of JV)
11.	Bid Capacity (for tendered value of Rs.1.00 Crore and	1. Financial Turnover certificate for last 5 (five) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

	above) (Ref. Clause No.8(F) of NIT)	(In case of JV, turnover certificate for each individual partner of JV) 2.Self declaration certificate for the value of “B” as per Annexure VII of the Bid document. (In case of JV, self declaration certificate of each individual partner of JV)
12.	Legal Status of the bidder	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.
13.	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
14.	An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure II.	
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant document(s) 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.		

The Tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L1 bidder within the stipulated period 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 L1 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 at least once daily after opening of Price-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 self certified and attested by notary public of those specified documents within the specified period of 7 days.

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.

- a. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- b. 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, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done. (with the same or different quantity, as per the instant requirement) In this retender, offer from this bidder will not be accepted.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second time Retender, then this penal action will not be applicable.

- c. If the L-1 bidder fails to submit the 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, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDI and re-tender will be done.
- d. It is responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

16. One Bid per Bidder : 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.

17. Refund of EMD :

- a) If EMD is paid by the bidder in online mode (Direct Debit / NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it had been received (except the cases where EMD is to be forfeited). However, if the EMD is received through BG then it will be returned by registered / speed post on rejection of bid (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 Part I tender.
- f) The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit. However, EMD deposited by the L-1 bidder in the form of BG will be discharged when the bidder furnishes the required Performance Security Deposit (PSD) and signs the agreement.

18. 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.

19. 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 the total bid price submitted by the bidder except service tax. Service tax shall be paid extra. All incidentals, 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.

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

- 20. Cost of Bidding** : The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
- 21.** The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
- 22. Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
- 23.** The work should be completed within the stipulated period. For the contract value upto Rs.5.00 lakh, the date of commencement shall be reckoned from the 10th day of issue of work order and for the contract value more than Rs.5.00 lakh, the date of commencement shall be reckoned from the 10th day of issue of work order or the date of execution of agreement, whichever is later.
- 24.** On completion of the work all rubbish, debris, brick bats 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.
- 25.** The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

26. 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.

- 27.** 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.
- 28.** 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 successful bidder/s will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement (for contract value more than Rs.5.00 lakh) in the company's prescribed form (**as per Annexure-III**) for the due fulfillment of the contract.

Performance Security Deposit (PSD) must be submitted by the contractor within 28 days of receipt of work order, failing which the award of work will be cancelled with forfeiture of EMD. The agreement should be executed within 7 days of receipt of PSD from the contractor. In case the PSD is submitted in the form of bank Guarantee (BG) and needs verification from the issuing bank, then agreement should be executed within 10 days of receipt of PSD. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

- 29. Bid Validity** : The validity period of the tenders shall be 150 (one hundred & fifty) days from the last date of submission of bid.

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.30 (Modification and Withdrawal of Bid) of NIT.

30. 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 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 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-tender will be done.

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

31. 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.
32. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
33. 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.
34. 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.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

35. If the tenderer gets the work order he will have to submit VAT Registration certificate on works contract from the state of M.P, before execution of agreement.
36. If the tenderer gets the work order he will have to submit electrical contractor's license issued by the Electrical Licensing Board of M.P or electrical contractor's license of any Indian state duly recognized , before execution of agreement.
37. 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.
38. 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.
39. 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.
40. ~~**Integrity Pact:** The bidders are requested to go through the integrity pact which is a part of the tender document.~~

~~Name, address and contact Number of the Independent External Monitor :-~~

Name	Address	Contact Number

Tender Inviting Authority

**GM (E&M)
CMPDI (HQ), Ranchi**

ANNEXURE I

**PROFORMA OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY
DEPOSIT.**

The Regional Director

RI-6, CMPDI.

CWS Colony, P.O Jayant

Distt. Singrauli-486890

Dear Sir,

In consideration of M/s CMPDI having its Registered Office at **CWS Colony, P.O Jayant**

Distt. Singrauli-486890 (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. for (hereinafter referred to as “the contract” to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (hereinafter called “the Contractor”) or in lieu of deduction to be made from the contractor’s bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till

Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri who is authorised by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch
(Ranchi in case of HQ).
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

ANNEXURE. II

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder

(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)

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

AFFIDAVIT

I/We, -----, Partner/Legal Attorney/

Accredited Representative of M/s -----

, solemnly declare that :

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

-----against Tender ID----- dated -----
, vide Bid ID -----
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
4. If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility , is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/ delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
5. 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-----**

Signature & Seal of Notary

PROFORMA FOR EXECUTION OF AGREEMENT.

STAMP PAPER.

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...)
 - iii) Schedule-B The probable Quantities and Amount (Page ..to ...)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at

under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4. The company has converted a sum of Rs. only, from the amount of Rs. deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
5. The said contractor hereby convenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____

Signature

Address:

Occupation:

Signed by Srion behalf of
Signature

(Name of Company) in presence of -

1. Name :

Signature

2. Address:

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY.

The Regional Director
RI-6, CMPDI.
CWS Colony, P.O Jayant
Distt. Singrauli-486890

Dear Sir,

1) In consideration of **M/s. CMPDI** having its Registered Office at **kanke, road, Ranchi** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s..... having its Registered Office at (hereinafter called "the said tenderers" which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No..... for (hereinafter called "the said Tender") of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs.....). We Bank (hereinafter referred to as "the Bank") do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

2) We, Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....

3) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the We shall discharge from all liability under this Guarantee thereafter..

4) We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the Bank shall not discharge our liability hereunder.

5). This guarantee is issued by Sri who is authorized by the Bank.

Under jurisdiction of court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Singrauli).
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To
The Regional Director
RI-6, CMPDI.
CWS Colony, P.O Jayant
Distt. Singrauli-486890

Sub: Authorization for release of payment due from Mahanadi Coalfields Limited, Burla.
The Regional Director RI-6, CMPDI, 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 Mahanadi Coalfields 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)

ANNEXURE-

VI

FORMAT OF "Letter of Bid" (for MM Tenders)

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of MCL)

To,
The Tender Committee
CMPDI, Ranchi

Sub. : Letter of Bid for Supply of "-----"(to be filled by the department)

Ref. : 1. NIT No.: "-----" (to be filled by the department)

2. Tender Id No. : "-----" (to be filled by the department)

Dear Sir,

I/We offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase 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 authorised by the bidder and therefore no physical signature is required)

~~ANNEXURE VII~~

Existing commitments and on going works

Description of work	Place & State	Contr act No. & Date	Name and address of the Employer	Value of Contract (Rs Lakh)	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

ANNEXURE - VIII

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL
REDUCTION OF RATE FOR SUBSTANDARD WORK.**

No.

dated:

To

.....
.....

Sir,

Subject: (Complete name of work).....

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated..... and they are acceptable to me/us.

Pending the decision of the Engineer in Charge of the final rates of payment against the items of work specified in the statement attached to your above letter, which will be final and binding. I/We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

PROFORMA OF BANK GUARANTEE FOR REMOVAL OF PLANT & EQUIPMENT FROM THE SITE OF COAL INDIA LIMITED/SUBSIDIARY COMPANY.

In consideration of M/s **CMPDI** (hereafter called “the Company” which expression shall repugnant to the subject or context includes its successors and assigns) having agreed to under the terms & conditions of the Contract No..... dated..... entered into between the company and M/s..... having its Office at..... (hereinafter called “the Contractor”) to permit the Contractor to remove the plant & equipment as fully described in the Schedule of the Hypothecation Deed dated..... executed by the Contractor in favour of the Company from the site to any other works of the Contractor on its furnishing the Bank Guarantee for Rs..... We, the Bank (hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agree to pay the Company to the extent of Rs. on demand stating that the amount claimed by the Company is due and payable by the contractor for its failure in bringing back the said plant & equipment or any part thereof to the site and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

We, the Bank agree that the Company shall be the sole judge as to whether the said contractor has failed/neglected in bringing back the plant & equipment to the site and the amount has become due for such failure and the decision of the company in this behalf shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to..... and any claim received after the said date shall in no case be bind the Bank.

Notwithstanding anything contained herein the liabilities of the said Bank under this Guarantee are restricted to Rs..... and this Guarantee shall come into force from the date thereof and shall remain in full force and effect till unless the written demand or claim under this guarantee is made by the company with us on or before..... all the rights of the Company under this guarantee shall cease to have any effect and we shall be retrieved and discharged our liabilities hereunder.

We, the said Bank lastly undertake not to revoke this guarantee under its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge the liabilities hereunder.

This Guarantee is issued by Sri..... who is authorized by the Bank.

Under jurisdiction of Court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Singrauli).
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY
OF THE CONTRACT
(FOR TURNKEY CONTRACT)

To

.....
.....

Re: Bank Guarantee in respect of Contract No.....

Dated..... Between (Name of the)
and (Name of the Contractor)

M/s. (Name and address of the Contractor) (hereinafter called “the Contractor” with M/S. (Name of the Company) (hereinafter called “the Company”) to execute (Name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalised Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

The (Name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the Guarantor hereinafter contained.

We, the Bank (hereinafter called “the Bank” do hereby unconditionally agreed with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on demand and without any objection or demur to pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the

Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Dated., this day of

Signature of the authorized person

For and on behalf of the Bank

Place

Under jurisdiction of court only.

(This is applicable for Turn Key Contracts Only)

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Singrauli).
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

ANNEXURE XI

PROFORMA OF BANK GUARANTEE FOR MOBILISATION/ LUMP-SUM ADVANCE.

To
The Regional Director
RI-6, CMPDI.
CWS Colony, P.O Jayant
Distt. Singrauli-486890

Dear Sir,

In consideration of M/s CMPDI having its Registered Office at **Kanke Road, Ranchi-834031** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the contract no..... dated..... entered into between Coal India Limited/Subsidiary Company and M/s..... having its Registered Office at (hereinafter called "the Contractor" to make mobilization advance lump-sum advance to the tune of Rs..... subject to submission of the Bank Guarantee for equal amount from any Nationalized Bank(referred to as the said Bank)having its registered Office at do hereby undertake and agree to pay the company to the extent of Rs..... on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date

hereof and shall remain in full force and effect till Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri who is authorized by the Bank.

Under jurisdiction of Court only.

Note:

- i) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Singrauli).
- ii) Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.