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A Mini Ratna Company

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TENDER DOCUMENT

FOR

CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI(HQ), RANCHI



MAY, 2016

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

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TENDER NOTICE

e - TENDER NOTICE

FOR THE WORK

CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI (HQ), RANCHI

TENDER NOTICE NO. : HRD / CATERING / 16 / 01 of (16-17)

DATE: 11.05.2016

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

Name of work	Estimated cost	Earnest Money	Completion Period
CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI (HQ), RANCHI.	₹ 69,35,595.00	₹ 69,356.00	365 days

Note: Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs.1.00 (One) Crore.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
A.K.Singh General Manager(Min)/HRD,CMPDI, Gondwana Place, Kanke Road, Ranchi-834031, Contact No-08987788971.	Specific name of the executive to be contacted.

2. Time Schedule of Activities

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	As available on the website: https://coalindiatenders.gov.in
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.	Last date of receipt of EMD (in case of offline payment of BG.)	
i.	Bid Opening date	

DETAILED E- TENDER NOTICE

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
Gondwana Place, Kanke road, Ranchi-834031
Jharkhand INDIA

**DETAILED E -TENDER NOTICE
FOR THE WORK**

**CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI(HQ),
RANCHI**

TENDER NOTICE NO. : HRD / CATERING / 16 / 01 of (16-17)

DATE: 11.05.2016

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

Name of work	Estimated cost	Earnest Money	Completion Period
CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI (HQ), RANCHI.	₹ 69,35,595.00	₹ 69,356.00	365 days

Note: Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs.1.00 (One) Crore.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager(CIVIL)/RD, RIs CMPDIL& full address – pin code. Contact no: Land line & Mobile Nos.	Specific name of the executive to be contacted.

2. Time Schedule of Activities

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	As available on the website: https://coalindiatenders.gov.in
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.	Last date of receipt of EMD (in case of offline payment of BG.)	
i.	Bid Opening date	

NOTE : (Important)

- If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- In case minimum 03 (three) bids are not received within originally stipulated time, the tender submission date will be extended initially for 02 (two) days and if still less than 03

bids are received, the tender submission date will be extended by another 05 (five) days automatically by the system.

- (iii) There will be no physical / manual sale of the Tender Document.
- (iv) There is no tender fee and the bidders can download the Tender Document free of cost.
- (v) Bidders are advised to download the complete set of the Tender Document, including the tender details.

3. Deposit of Bid Security (EMD):

- The bidder will have an option to submit EMD Rs.69356.00 (INR Sixty nine thousand three hundred fifty six) through ONLINE mode.
- 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 NEFT/RTGS the bidder will have to make payment as per challans generated by the system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of the 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 the 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. BG No., dates of issue & expiry, name & address of issuing bank along with the BG amount etc. regarding the EMD, The bidders who opt for submission of EMD through BG (more than Rs. 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 the 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 the bidder will be debarred for 1(one) year from participating in future tenders of CMPDIL. (The BG against EMD shall be taken for the tenders where EMD amount is Rs. 5 lakh or more. The date of validity of BG shall be mentioned in the NIT and it should be counted as original end date of submission of Tender + bid validity period + 90 days).~~
- ~~In case of discrepancy between the online submitted information regarding the instruments of EMD and the original BG being submitted by the bidder(s), 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 receipt and acceptance of EMD within schedule date and time mentioned in the NIT. CMPDIL shall not be responsible for any postal delay in receipt of EMD.

4 Pre-bid Meeting: The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, only if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

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

6. User Portal Agreement : 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

7. Eligible Bidders: In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC). The bidders should have a 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 invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No: 8 of the NIT.

Note: Requirements of any Joint Venture: Two or three (but not more than three) companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply the following requirements:

- i) Following are the minimum qualification requirements for a joint venture.
 - a). The minimum qualification requirements for Joint Venture : The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under clause 8 of the NIT towards fulfillment of qualification criteria related to the experience.
 - b) The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause No. 8 of the NIT towards fulfillment of qualification criteria related to financial turn over.
- ii) The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- 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 severally) 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 shall be nominated for being in charge of the contract and 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 at the time of bidding.
- 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. Subsequent declaration/letters/documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.

- ix) The bid should be signed by all the partners of the Joint Venture.
- x) 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.
- xi). The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the 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 the bid.
- xii) The earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more partners of the JV.
- xiii) The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.
- xiv) JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
- xv) JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

8. Eligibility Criteria:

8.1 Work Experience : The intending tenderer in its name or as a member of a Joint Venture (to the tune of its proportionate share), having experience of successfully completed similar works, as a prime contractor 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, against suitable document, that 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 the prime contractor).

The work experience of only those works shall be considered for evaluation purpose, which are completed on or before the last day of the month previous to one in which e-Tender has been invited (date should be mentioned) . **The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation.** If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as acceptable, if the construction part is completed on last day of eligibility period, even if, maintenance work is going on, and the certificate issued clearly stipulates the same.

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 previous 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 considering 365 days per year). This weightage will be applicable after the end date of experience (date of completion of work) before the last day of month previous to one in which e-tender has been invited.

In a case the bidder is not a prime contractor but a sub-contractor, the bidder experience as a sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of sub-contracts in the original contract awarded to a prime contractor. The documents may be issued by Owner/Govt. Dept. on behalf of the Owner.

The definition of similar work shall be as follows:

“CATERING SERVICES”

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. Name and address of Employer /Issuing authority for such Work Order for each experience certificate.
- iv. Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % (percentage) of share in case of a Joint-Venture).
- v. Executed Value of Work against each experience certificate.
- 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 shall be deliberated here-in-after towards fulfillment of qualification criteria related to the work experience in the following manner: **Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

- 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 the tender:-
 - Any JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to the tender.

OR

- 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 the tender:-
 - Any one partner of JV can match the above requirement.

OR

- 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 the tender.

OR

- In case of completion of three works of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender:-
 - Any one partner of JV 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 to 40% of the estimated cost put to the 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 to 40% of the estimated cost put to the tender.

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

- More than 50% share in the Joint Venture, and
- Experience of having completed successfully a single work of similar nature equal to at least 40% of the estimated cost put to tender.

8.2. Financial-Turnover : Average annual financial turnover during the last 03(three) years ending 31st March of previous financial year should be at least 30% of the estimated cost put to tender.

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

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.

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

Financial turnover shall be given a 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.

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 (last three years shall be considered as stated above).
- 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 the CA.

In case of JV, if financial turnover of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has /have not submitted the financial turnover certificate.

If the bidder does not submit turnover value and certificate of any year, out of the 3 years system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of zero for year/year(s) for which no information is given by the bidder.

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

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

Confirmation 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 the Income Tax Department, Govt. of India.

8.4 VAT/Sales Tax Registration on Works Contract: The bidder should have a VAT/ Sales Tax Registration applicable for works contract issued by the 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:

Confirmation regarding possession 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.

8.5 Service-Tax: (Not applicable for Exempted Services):

The bidder should be either a Small Service Provider and exempted for Service Tax registration and/or exempted from payment of service tax but a Body Corporate,

Or, Small Service Provider and /or exempted from payment of service tax but not a Body Corporate,

Or, A Body Corporate,

Or, other than above three categories,

In respect of the above eligibility criteria, the bidder is required to furnish the following information on line:

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

Scanned copy of documents to be uploaded by L-1 bidder in support of information /declaration furnished online by the bidder against the eligibility criteria as conformity document.

Any one of the following documents depending upon the status with regard to Service tax as declared by the bidder in the BOQ sheet:

a. Status: Small Service Provider and /or exempted from payment of service tax but a Body Corporate:

i. Required to submit a certificate from a practicing Chartered Accountant having membership no, that the bidder is a Small Service Provider and /or exempted for Service Tax Registration and /or exempted from payment of service tax and

ii. The Certificate of Incorporation.

b. Status: Small Service Provider and /or exempted from payment of service tax but not a Body Corporate:

Required to submit a certificate from a practicing Chartered Accountant having membership no, that the bidder is a Small Service Provider and /or exempted for Service Tax Registration and /or exempted from payment of service tax.

c. Status: A Body Corporate:

Required to submit Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.

d. Status: Other than above three categories:

Required to submit Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India **(In case of a JV a certificate from a practicing Chartered Accountant having membership number confirming the status of JV with regard to Service Tax).**

8.6 Provident Fund : The bidder should posses a Provident Fund Registration Certificate issued by Govt. Dept of any Indian State.

i). Confirmation regarding possessing of Provident Fund Registration Certificate issued by Govt. Dept of any Indian State in the form of Yes / No

8.7 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

8.8 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.

8.9 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.

8.10 Banning: Declaration by the bidders that they have not 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

8.11 The company shall have its functional and manned office in Ranchi to act as contact point. Details, such as address, contact number, name of contact person etc., to be enclosed.

8.12 Photocopy of Food-Licence from appropriate authority.

8.13 The company shall be professional company with at least one member of managing body be hotel management graduate from Govt. approved institution. The copy of the certificate shall be enclosed.

9. Submission of Bid:

- i) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenderstenders.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. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the

bids are to be submitted online and on the website <https://coalindiatenders.gov.in>. No bid shall be accepted offline.

ii) 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.

The bidder should strictly comply with following instructions:

- i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I and cover-II.
- ii. Two parts of the bid should contain the details as follows:

Part-I/cover-I and OID:

- i) Letter of bid
- ii) Details of Earnest Money
- iii) Information on Eligibility/Qualifying criteria as detailed at Clause No.8 including necessary scanned documents as elaborated there.

Part II/cover-II:

- a. Prices only in the Excel format as indicated in the Bid document.

b. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID by the bidder while submitting the bid online.

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Cover-I (Part-I).

Sl. No.	Eligibility Criteria	Scanned copy of documents 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 8.1 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 8.2 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 8.3 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 No 8.4 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 8.5 of NIT) (Not Applicable for Exempted Services).The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate OR Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate OR A Body Corporate OR Other than above three categories.	Service Tax Registration Certificate issued by Govt. Dept of any Indian State. Any one of the following documents depending upon the status w.r.to Service Tax a). Status : Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate : Document:1.A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax and 2.The Certificate of Incorporation b). Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate: Document: A Certificate from a practicing Chartered Accountant having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax. c) Status: A Body Corporate: Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India. d) Status: Other than above three categories: Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India. [In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]
6	Provident Fund (Ref. Clause No 8.6 of NIT)	Provident Fund Registration Certificate issued by Govt. Dept of any Indian State
7	Affidavit (Ref. Clause No 8.7 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 8.8 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 8.9 of NIT)	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
10	Banning (Ref. Clause No 8.10 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	Proof of Office at Ranchi [Ref. Clause No 8.11 of NIT]	The company shall have its functional and manned office in Ranchi to act as contact point. Details, such as address, contact number, name of contact person etc., to be enclosed.

12	Food-Licence [Ref. Clause No 8.12 of NIT]	Photocopy of Food-Licence from appropriate authority.
13	Hotel Management Graduate [Ref. Clause No 8.13 of NIT]	The company shall be professional company with at least one member of managing body be hotel management graduate from Govt. approved institution. The notarized copy of the certificate shall be enclosed.
14	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.		

C. 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 .xls format "A" & "B" (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 format file "A" & "B" 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 the L-1 will be decided on overall quoted value of specified schedule of quantities/BOQ mentioned in format "A" i.e. (Cost to company). Unit rate quoted for "Special occasions, Lunch/Dinner" as mentioned in format "B" shall not be considered for deriving L-1 bidder. 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. Any alteration/modification in the Excel format may lead to rejection of bid.

(While quoting the rates for individual items, the bidders must ensure that particulars of the item within the cell is clearly visible to them by expanding it wherever required and any rate quoted by the bidder will be considered for the complete item put to tender)

The rates quoted by bidder shall be inclusive of all Taxes but excluding Service Tax.

NOTE:

- (i) A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Rupees Ten Lakhs in the preceding financial year.
- (ii) Body Corporate i.e. a Company registered under Companies Act, 1956.
- (iii) Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship and Partnership.

(iv) When L-1 bidder has been awarded the work on the basis of being a Small Service Provider getting exemption from payment of Service Tax(as per status chosen by the bidder), no Service Tax will be reimbursed to them in the event of bidder's total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of this contract.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Works / Services for which CENVAT CREDIT is not available to the Company.

For calculation of Overall Bid Value, share of Service Tax including Swachchh Bharat Cess (SBC) required to be paid by the Bidder as well as by the CMPDIL (as per reverse charge Mechanism & status of the Bidder effective from 01.07.2012), taken by the system will be added to decide the L1, i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders plus Service Tax including Swachchh Bharat Cess (SBC). This value of the bidder will be “the cost to Company”. Then share of Service Tax including Swachchh Bharat Cess (SBC) to be deposited by CMPDIL will be deducted to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

Case – 2: Works / Services for which CENVAT CREDIT is available to the Company.

For calculation of Overall Bid Value, share of Service Tax required to be paid by the Bidder as well as by the CMPDIL (as per reverse charge mechanism & status of the Bidder effective from 01.07.2012), taken by the system will be ignored excluding Swatch Bharat Cess (SBC) to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders including Swachchh Bharat Cess (SBC) but excluding Service Tax. This value of the bidder will be “the cost to Company”. Then share of Service Tax to be deposited by bidder will be added with Overall Bid Value and Swachchh Bharat Cess (SBC) to be paid by CMPDIL shall be deducted to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

The applicable share of Service Tax (under reverse charge mechanism w.e.f. 01.07.2012, amended vide Notification No.14/2015-Service Tax, dated 19th May, 2015 and amended vide Notification No.22/2015-ST dated 6th November, 2015 regarding Swatch Bharat Cess) is given below:

Type of Works Contract	% value of work on which service tax is payable by both the bidder & CMPDI.	STATUS OF THE BIDDER							
		I). Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate		II). Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate		III). A Body Corporate		IV). Other than 03(three) categories i.e. (I), (II) and (III) as mentioned in tabular format	
		% Share of ServiceTax		% Share of ServiceTax		% Share of ServiceTax		% Share of ServiceTax	
Bidder /Agency	CMPDI	Bidder (Agency)	CMPDI	Bidder (Agency)	CMPDI	Bidder (Agency)	CMPDI	Bidder (Agency)	CMPDI
1	2	3	4	5	6	7	8	9	10
a) Original works	40	Nil	Nil	Nil	7.25	14.50	nil	7.25	7.25

(i). all new constructions; (ii). All types of additions and alterations to abandoned or damaged structures on land that are required to make them workable. (iii). Erection, commissioning or installation of plant, machinery or equipment, or structures, whether pre-fabricated, or otherwise;								
b). Maintenance or repair of reconditioning or restoration or servicing of any goods	70	Nil	Nil	Nil	7.25	14.50	Nil	7.25
c). Other works contract [other than (a) and (b) above] including maintenance, repair, completion and finishing services such as glazing, plastering, floor and wall tiling, plastering, installation of electrical fitting of an immovable property	70	Nil	Nil	Nil	7.25	14.50	Nil	7.25
d). All Services other than Reverse Charge Mechanism Services including Works contract.	100	Nil	Nil	Nil	Nil	14.50	Nil	14.50
e). Services exempted from Service Tax	NIL							

Payment of Contractor's liability of Service Tax would be made to the contractor only on submission of Bill/Invoice in accordance with the provision of relevant Service Tax Rules. **Payment/ deposit of contractor's liability of Service Tax is the contractor's responsibility. The employer's liability of Service Tax will be deposited by CMPDIL directly to the concerned Service Tax Authorities.**

10. Bid Submission: All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line unless otherwise specified.

11. System Requirement: 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, 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.

12. Opening of Bid:

i) Tenders [**Cover-I (Technical-bid)** and **Cover-II (Price-bid)**] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

ii) The e-Procurement/tender system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder, while submitting the bid online. If the parameters furnished by bidder online, in an objective and structured manner, does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

iii) After decryption and opening of bids, the system will show the lowest price (cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened.

13. Evaluation of Tender:

i) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine

the uploaded documents against information/declarations furnished by the L-1 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.

ii) 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 10 days (10 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 made 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 in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days' time or the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 10days x 24 hour duration shall be given.

iii) The tender will be evaluated 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.

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

v). 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 incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then his bid shall be rejected and EMD or Rs. 1.00 lakh, whichever is lower, of L-1 bidder will be forfeited.

vi) ~~In case of submission of EMD in form of BG; if L-1 bidder fails to submit the original BG within 7 (seven) working days indicated online under confirmatory document link, as per Clause No.3, his bid will be rejected and he shall be debarred for a period of 1 (one) year for participating in the future tenders of CMPDIL.~~

vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.

viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents (including non-submission of original BG), then the L-2 bidder will become L-1 bidder and confirmatory documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in clause no.(i) to (vi) above.

ix) The process as mentioned at Clause no. (viii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted

x) In case none of the bidders complies the technical requirement, then re-tender will be done.

xi) The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s 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 his bid shall be rejected and the following penalties shall be imposed on the defaulting bidders.

Sl. No	Situation	Penal Provisions
1.	L-1 bidder is a defaulter for part of items for he is L-1	50% of the EMD amount or INR 1.00 lakh, whichever is lower will be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice. Otherwise, he will disqualify in subsequent tender for the item he participates.
2.	L-1 bidder is a defaulter for all of items for he is L-1	100% of the EMD amount or INR 1.00 lakh, whichever is lower will be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice otherwise he will disqualify in subsequent tender for the item he participates.
3.	L-1 bidder happens to be a defaulter in two tenders by the same TIA/Tendering entity within span of one year.	100% of the EMD amount of 2 nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice otherwise he will disqualify in any subsequent tender for he participates for a period of one year.

xii) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

15. Auto Extension of Critical Date:

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of 02(two) days ending at 17.00 hrs.; and, if the number of bids still remains less than 03(three) then for another 05(five) days ending at 17.00 hrs.:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Note: 1. The validity period of tender shall be decided based on the final end date of submission of bids.

2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).

3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

16. One Bid per Bidder: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. 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 bidders' participation to be disqualified.

17. 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.
- f). The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

18. Site Visit:

18.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available 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.

18.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

18.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

18.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

19. Taxes and Duties: All Duties, taxes (excluding Service Tax) 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. 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. Applicable Service Tax on the works will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status. 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. The successful bidder shall submit the invoice as per Service Tax Rules to enable CMPDIL to claim CENVAT CREDIT.

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 or liable for those costs.

21. Technical Specifications: 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. Commencement of Work: The work should be completed within the stipulated period and the date of commencement shall be reckoned from the next working day of execution of agreement.

24. Handing Over of Site: On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor 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. Deployment of Manpower and Machineries: The tenderer(s) will deploy sufficient number and size of equipment /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 Tender: 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. Letter of Acceptance (LOA)/Work Order/Agreement: The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post/speed 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. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. 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 Bid Validity Period will be **120 (one hundred twenty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. 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. 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/she/they 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 particular 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. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

30.1 Standard Operating Procedure for Withdrawal of Bid:

a. Online Withdrawal of Bid: The system of on-line withdrawal is available on the e-procurement portal up to end date of bid submission, where any bidder can withdraw his/her/their bid which will attract no penal action from Tender Inviting Authority(TIA) of concerned department.

b. Offline Withdrawal of Bid: A partner of bidder in case of partnership firms whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her/their offer (or express his disassociation from the bidder organization).

30.2 Acceptance of Withdrawal:

(i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10(ten) days' time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The bidder has to confirm the withdrawal by sending a confirmation letter by Regd Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request for withdrawal will be ignored and Tender evaluation process will continue as usual.

(ii). However if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CMPDIL. If the Bidding firm wants to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of 10(ten) days, it will be construed that bidding firm has been dissolved and its bid would be treated as withdrawn. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

(i). The EMD will be forfeited and

(ii) The bidder will be debarred for 01(one) year from participating in tender in CMPDIL.

(The penal action against aforesaid clauses will be enforced from the date of issue of such order)

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

b) If the bidder withdrawing his bid is L-1, then re-tender will be done.

(iii) MCL reserves the right to cancel the Tender, if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

31. Postponement of scheduled date(s): 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. Public Enterprises preference: The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

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:

33. Contract Agreement Document(s): 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 form an integral part of this NIT and shall also form a part of the contract agreement.

34. Sub-letting of Work: 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. VAT Registration certificate on Works Contract: If the tenderer is awarded the work, he will have to submit VAT Registration certificate on works contract (if applicable) from the state of

Jharkhand, before execution of agreement. However, VAT clearance certificate from the state of Jharkhand shall be submitted by the said tenderer before release of any payment.

36. Service Tax Registration Certificate: If the Service Tax Registration Certificate does not cover the head of the work for which tender has been invited, the successful bidder shall add this head in the registration certificate before entering into agreement.

38. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

39. Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- a. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- b. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality ie Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**
- c. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- d. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- e. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- f. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- g. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- h. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

- i. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- j. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- k. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- l. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

40. Splitting up of the work: 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 tenderer(s) or accept the tender in part and not in its entirety.

41. Legal Jurisdiction: 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 of the place, where the subject work is to be executed.

GM (HRD)

CMPDI, Gondwana Place,
Kanke Road, Ranchi-834031

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) "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.
- v) "Officer-in-charge" shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Designated Officer-in-charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their delegation of powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer-in-charge.
- vi) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the 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, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "Day" shall mean a day of 24 hours from midnight to midnight.
- viii) The "Work" 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 Officer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) "Contract amount" shall mean :
 - a) in the case of turn key 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 "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

- x) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the 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.
- xi) "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.
- xii) "Department" means the Human Resource Department of Central Mine Planning & Design Institute Limited represented by the appropriate authority.
- xiii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. **Contract Documents :**

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender / Detailed Tender Notice.
- ii) Articles of Agreement / 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 and schedule of deviation (to be provided by the contractor).
- vii) Frozen terms & conditions / technical parameters / scope of work and revised offer, if any.

N.B. : Deviations :

No Deviation (technical or commercial) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.

- 2.1 The contractor shall enter into and execute contract agreement in the prescribed form provided hereinafter. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document / agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate." The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company.

The additional copies shall be certified by the Officer-in-charge.

The contractor shall keep copy of these documents on the site / place of work in proper manner so that these are available for inspection at all reasonable times by the Officer-in-Charge, his representative or any other officials authorized by the company for the purpose.

- 2.2 The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 Tender Evaluation & Bid Assessment :

The tenders received will be scrutinized and evaluated by duly constituted tender committee.

The tender committee will examine the comparative statements prepared by the concerned technical department, will satisfy itself that all aspects / conditions of each offer have been properly evaluated w.r.t. financial implication etc.

Tender received without Earnest Money will be rejected.

No Deviation (technical or commercial) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.

However, the tender committee may decide to scrutinize the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid, if necessary, before opening the same.

The price bids will be opened at the time and place fixed for the same in presence of the tenderers and committee members and due information for opening of Price Bid will be given to all concerned. In case where the tenderers are given opportunity to revise their Price Bids, only the Revised Price Bids are opened and the original Price Bids are to be kept in tact in custody of the company.

2.4 Acceptance of offer :

Letter of Acceptance is an acceptance of the offer by the company and it need not be accepted by the tenderers but the tenderers should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD / Bid Bond.

2.5 Banned or delisted contractors :

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 a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

3. Discrepancies in contract documents & Adjustments thereof :

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

- a) Description in Bill of Quantities / Schedule of quantities of work.
- b) Particular specification and special conditions, if any.
- c) Drawings.
- d) General specifications.

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

3.2 Any error in description, quantity or rate in Bill of Quantities / Schedule of quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

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

- a) Discrepancy between description in words and figures, the rate which corresponds to the amounts worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender / tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. Security Deposit :

4.1.1 Security Deposit shall consist of two parts :

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.1.2 **Performance Security** should be **5%** 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 :-

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

The bid security deposited in the form of Demand draft / cash shall be adjusted against the security deposit, when the Bidder has signed the Agreement.

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 one year 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.

4.2 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards **Retention Money** will be the second part of security deposit.

4.3 Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50,000/= and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks (Scheduled Banks) provided in the bid document.

4.4 The company shall be at liberty to deduct / appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct / appropriate its due against the contractor under this contract or under any other contract.

4.5 **Refund of security deposit :**

The refund of security deposit shall be subject to company's right to deduct / appropriate its dues against the contractor under this contract or under any other contract. 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.

5. **DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING :**

5.1 The company through its Officer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Officer-In -Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate / rates as are specified in the contract.

5.2 If the additional, altered or substituted work includes any class of work for which no rate / rates is / are specified in the contract, rates for such items shall be determined by the Officer-in-charge and the rate shall be derived from market rate with regard to materials, labourer and other essential components considered reasonable to execute any additional item involved.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.

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

i) **The number of guests to be attended**

ii). **The number of days and**

iii). **The menu to be served as per the Scope of Work.**

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Officer-in-charge.

5.5 The company through its Officer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Officer-in-charge. No claim for omitting the part of the work or extra charges / damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate / rates to be paid thereof shall be resolved separately with the company.

5.7 For evaluation of the bid leading to award of work, the tentative quantities shall be considered for one year. However, the company does not guarantee this quantity in a year. This may vary up or down.

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY :

6.1 **Time for completion of the work will be as defined in the Tender Notice.**

6.2 **The work will commence within 10 days from the date of receipt of the work order.**

6.3 **If the contractor fails to commence the work even after 10 days, Earnest money deposit of the contractor will be forfeited and the contract will be terminated, after serving the Notice in writing.**

6.4 **Any delay in serving the food beyond 30 minutes from the time prescribed / pre-defined by the Officer-in-charge, CMPDI will be at liberty to arrange for alternative measures by any means at the risk and cost of the contractor.**

6.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

7. SUPPLY OF MATERIALS :

The contractor shall at his own expense, provide finished **food items** as specified in the contract.

8. QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP :

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Officer-in-charge. Officer-in-charge may issue from time to time detail instructions / directions in writing to the contractor. All such instructions / directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications / explanations thereof, if necessary.

8.1 The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Officer-in-charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in this behalf and the contractor shall allow the same.

8.2 All materials to be provided by the contractor shall be in conformity with the specifications / schedule of work as per the contract and the contractor shall furnish proof, if so required by the Officer-in-charge for his satisfaction that the materials so comply.

8.3(i) The company, through the Officer-in-charge, shall have full power to **reject any material or work due to a defect** therein for not conforming to the required specification or for materials not being of the required quality and standard or for reason of poor workmanship or for not being in accordance with the samples approved by him or for any other reason (such as cooking is not satisfactory and the prepared items are not testy). The **contractor shall forthwith remedy the defect / replace the materials at his expense** and no further work shall be done pending such rectification / replacement of materials, if so instructed by the Officer-in-charge. **In case of default on the part of the contractor, the Officer-in-charge shall be at liberty to procure the proper materials for replacement and / or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement / rectification shall be borne by the contractor.**

8.3(ii) **However, wherever deviations in respect of material and workmanship (or both) have for good and sufficient reasons, recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under 'deviation of work'.**

8.4 The Officer-in-charge shall be entitled to have tests (all mandatory tests as per relevant BIS or other approved specifications) carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Officer-in-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the employer and shall be assumed covered in accepted item rate prices. The cost of any other tests, if so required by the Officer-in-charge, shall be borne by the contractor only if test results disclose that the said materials are not in accordance with the provisions of the contract. The cost of materials consumed in such tests shall however be borne by the contractor.

9. MEASUREMENT AND PAYMENT :

9.1 **Payment to the Contractor will be made on monthly basis, based on submission of Bill / Bills in triplicate (Pre - receipted) by the contractor and verification of the same by the Officer-in-charge, after necessary deductions as applicable.**

9.2 **In case of omission / shortage of items, deduction from the cost of meal / snacks / refreshment etc. served shall be made as deemed suitable by the Officer-in-charge.**

10. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to **cancel the contract in full or in part**, if the contractor :

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-in-charge, then on the expiry of the period as specified in the notice
Or
- b. commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-in-charge then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing
Or

- c. fails to complete the work or items of work with individual dates of completion : on or before the date / dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing
Or
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act / acts of favour in relation to the obtaining or execution of this or any other contract for the company.

Or

- e. obtains a contract with the company as a result of ring tendering or other non - bonfire method of competitive tendering.

Or

- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Officer-in-charge. The Officer-in-charge may give a written notice; cancel the whole contract or portion of it in default.

10.1 The contract shall stand **terminated under 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 arrangement 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 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 company, if any.
- c. 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.

10.2 On cancellation of the contract or on termination of the contract, the Officer-in-charge shall have powers :

- a. to take possession of the site and any materials, plant, implements, stores, etc. thereon.
- b. **to carry out the incomplete work by any means at the risk and cost of the contractor.**
- c. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss / damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession after cancellation.
- d. to recover the amount determined as above, if any, from any money due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost / expenditure or of any loss / damage suffered by the company shall not however arise in the case of termination of the contract for death / demise of the contractor as stated in 10.1(c).

10.3 Suspension of work : The contractor shall, on receipt of the order in writing of the Officer-in-charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Officer-in-charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons :

- a) on account if any default on the part of the contractor or
- b) for proper execution of the works or part thereof reasons other than the default of the contractor or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Officer-in-charge. If the suspension is ordered for reasons (b) & (c) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

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

10.4 Foreclosure of contract in full or in part : If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Officer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment / reduction in the scope of work, the company shall be liable :

- a. to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment / reduction in the work.
- b. to pay reasonable amount assessed and certified by the Officer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site, e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour / staff quarters, office, etc.
- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment / reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor.
- e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Officer-in-charge, furnish to him books of accounts : papers, relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable in terms of part 10.4(b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

If the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

11. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR :

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i. The contractor / contractors shall employ only competent, skilful and orderly men to do the work. The Officer-in-charge shall have the right to ask the contractor / contractors to remove from the work site any men of the contractor / contractors who in his opinion is undesirable and the contractor / contractors will have to remove him within three hours of such orders. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- ii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Officer-in-charge or his authorized representative whenever they want and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Officer-in-charge or his authorized representatives shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor(s) from his / their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his / their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor / contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

- iii. The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his / their work.
- iv. **All duties, taxes (excluding Service Tax) 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. All incidentals overhead 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. Service tax will be paid extra as applicable.**

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.

- v. 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.
- vi. The contractor / contractors shall make his / their own arrangement for all materials (**except the materials to be supplied by CMPDI as per the Scope of work**), tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- vii. The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his / their own cost for the contracted work and drinking water to his / their workmen.
- viii. The work shall not be sublet to any other party, unless approved by Officer-in-charge, in writing.
- ix. No fruit trees or valuable plant or trees with trunk diameter exceeding 150 mm dia. shall be pulled, destroyed or damaged by the contractor / contractors or any of his / their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor / contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia., as will be permitted by the Officer-in-charge in writing.
- x. The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him / them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor / contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xi. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourer by its representatives.
- xii. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified :
 - a. the company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and / or

specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- b. the company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- c. the company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act. 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

xiii. **Insurance :** The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss / damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Officer-in-Charge.

The contractor / contractors shall take following insurance policies during the full contract period at his own cost :

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Officer-in-charge for the purpose of rebuilding or replacement or repair of the works and / or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the Officer-in-charge for approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of Officer-in-charge.

- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The contractor shall ensure that the insurance policy / policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

- c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium / premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.
- xiv Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner's property.
- xv Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the Officer-in-charge of such discoveries and carry out the Officer-in-charge's instructions for dealing with them.

12. SETTLEMENT OF DISPUTES

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Officer-in-charge for settlement of such disputes / claims within 30 (thirty) days of arising of the cause of dispute / claim failing which no disputes / claims of the contractor shall be entertained by the company.

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

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, 1986**
- 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) **Jurisdiction** : The Court of Ranchi in the State of Jharkhand 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 STC 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 **Schedule of Rates**, 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 neighbor hood. 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

The Contractor is to serve the food to the guests / participants / faculties, as per the menu detailed elsewhere (in succeeding pages) in the Tender document, within the stipulated time.

There is menu for regular Trainings.

There is menu for special occasions also. This will have to be arranged as per instruction. The cost of such events shall be paid separately on pre-decided rates and these rates would become the part of this work.

The scope also covers the necessary cleaning of the dining hall, store etc as well as the materials used in the catering service, as per the instruction of Officer-in-charge as described elsewhere.

Catering Services :

To achieve perfection and best services for the guests, the programming of the entire catering activities will be as under :

The Contractor shall provide tea / breakfast / lunch / dinner / Snacks etc. to the guests as per time table and menu at Chummary / STC Hostel, as and when intimated by CMPDI. Contractor shall provide breakfast / lunch / dinner / Snacks etc. in the following way :-

The Contractor shall supply the cooked food and serve the same to the guests.

- * Dining hall, store, all the related spaces, furniture etc, as decided by CMPDI, will be provided by CMPDI. The dining hall, store, all the related spaces, furniture etc. shall be maintained in a clean and hygienic condition with properly trained and specialized staff by the Contractor. Any staff deployed in the dining hall should wear neat white apron & chef cap and they should change over to washable rubber slipper provided by Contractor before entering the dining hall portion. They should be medically sound, neat and clean and nails trimmed with pleasant manner & look. The waiters shall be in approved uniform in approved style and shall wear rubber shoes.
- * Shaving, trimming of nails (Hands & foot) and bathing every day will be compulsory for all the bearers, cooks and other employees.
- * All the required utensils, crockery, cutlery, tea pot, thermos flask, equipments, refrigerators, furniture etc., as decided by CMPDI, will be provided by CMPDI, but the same will be maintained by the Contractor in a stainless & hygienic condition all the time. The interior of refrigerator, deep freezer etc. will be periodically cleaned.
- * **Fuel for cooking will not be supplied by CMPDI.**

Utensils, crockeries and other logistics shall be supplied by the caretaker of CMPDI, which shall be duly received by the Contractor and at the end of work, the same shall be returned back to the caretaker or any authorized representative of the company. In case of shortage / damage of items without reasonable ground, the cost thereof shall be payable by the Contractor to the company.

Custody and Care :

The Contractor shall have to take care of all furniture, utensils, crockeries, equipments, refrigerators and all other things supplied by CMPDI and the responsibility of the Vendor / contractor shall include the following :-

- (a) To maintain proper inventory of all items up to date and produce the same to the Officer-in-charge for counter signature. The inventory register shall also be subject to check at any time during the contract period.
- (b) Any loss or damage shall be recorded in a loss and damage register to be maintained by the contractor and each entry to be got counter signed by the Officer-in-charge designated for the purpose by the management. The breakage will be replaced by the agency immediately.
- (c) Make, Size, Shape and model of replaced items shall be absolutely the same of the original lost / damaged / stolen items to the extent possible.
- (d) In case of repeated and frequent theft / loss / damage and non-compliance of (b) & (c) above, the agency shall be imposed suitable penalty as decided by the Department and may also result in termination of the contract.
- (e) Any breakage / damage of items, caused by any guest, shall be replaced by the Department after proper verification and authentication by the Departmental Officer-in-charge.
- (f) After natural life is over, the old items shall be replaced by the Department on depositing the same to the Department as per the inventory register.

The timetable and menu are as given below :

A. Bed Tea :

Bed tea will be provided in the bedrooms in thermos flask / tea pot or electrical kettle (if provided by CMPDI). Only green leaf / tea bags, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality of biscuits.

B. Breakfast :

Breakfast in the dining room for the participants, guests and faculty members shall be as per the approved menu.

C. Tea / Coffee during tea break :

Tea / Coffee will be provided in the pantry adjacent to classroom in thermos flask / tea pot. Only green leaf / tea bags / coffee, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality biscuits.

D. Lunch / Dinner :

Lunch / Dinner in the dining hall shall be served in buffet or banquet style as per the direction of Officer-in-charge in accordance with the approved menu.

The entire foodstuff, as per approved menu, will be kept in food warmer neatly with cloth napkin and cutlery. Soup will be served in a soup bowl with soup spoon to each guest / participant. Food like roti, chapati, nan, tandoori roti etc. will be kept in a serving basket and will be served individually with forceps.

A team of waiters led by steward will always be made available to supervise and monitor lunch, dinner or snacks. Regular replenishment of foodstuffs will be done by the waiters.

It's the duty of a steward to ensure that the foodstuffs are warm enough in food warmer. After completion of breakfast / lunch / dinner, used plates, utensils etc. are to be stored in a tub provided at the corner.

Drinking water will be kept on the table in neat drinking glasses, each glass covered with a coaster. A waiter will be posted at the side to remove all the used plates and glasses from the table.

Desert shall be served in a sweet dish bowl with teaspoon. Wash - basin, Soap cake / liquid soap along with lemon - bowl and fresh towel will be provided at the dinning hall for washing / hand washing purpose. A tray of dry sounf, tablet - misry and sugar - coated sounf with toothpick will be served to each and every participant / Guest.

Before every lunch and dinner, the dining hall shall be properly cleaned and sprayed with room freshener.

E. Evening Tea with Snacks :

Evening tea along with snacks will be served in the dining hall as per the approved menu.

F. At the end of the day, the vendor / contractor has to submit a feed back (i.e. Excellent, Very good, Good & Poor) from the guests regarding quality of food and service provided in each activity.

Note : In case of 50% poor feed back, no payment shall be made.

In case of less than 50% very good feed back, up to 20% deduction will be made.

In case of less than 50% excellent feed back, up to 10% deduction will be made.

Normally breakfast, lunch, dinner & evening snacks will not be served in the bed rooms, except in case of sick & ill participants or VIP guests as per the instructions of the Officer-in-charge of the Department.

Meals for sick & ill participants / guests will be served as per doctor's advice sent through the competent authority or as desired by the participants / guests. The convenience of guests will get prominence in such cases.

All the garbage, left out food etc. shall be removed by the Contractor to the pre decided place.

MENU FOR REGULAR TRAININGS

- 1. Bed Tea** : From : 6.00 AM to 7.00 AM (Room Service)
 - (a) Tea [125 ml. with milk] and two pcs. approved quality of biscuits
- 2. Breakfast** : From : 8.00 AM to 9.00 AM.
 - (a) Good quality seasonal fruit (preferably changed daily)
with
 - (b) Cornflakes with Milk
with
 - (c) Bread Toast with Butter / jam and eggs (2 nos.) as per order, Idli Sambher / Aloo paratha / Muli Paratha / Gobhi Paratha / with curd OR Puri with sabzee, Masala Dosa with sambher & chutney, Sambher Wada, Uttapam / Upma with Chutney - Sambher etc. or other breakfast with permission of Officer-in-charge - all in sufficient quantity.
 - (d) Tea or Coffee. [125 ml. with milk]
- 3. Tea / Coffee during tea break** :
Two times (From : 11.15 AM to 11.30 AM & From : 3.15 PM to 3.30 PM)
 - (a) Tea or Coffee. [125 ml. with milk]
 - (b) Approved quality biscuits
- 4. Lunch** : From : 1.00 PM to 2.00 PM
 - (a) Vegetarian Soup
 - (b) Nan / Roti / Paratha / kulcha / Tandoori Roti / Rumali Roti.
 - (c) Plain Rice / Pulao / Fried Rice
 - (d) Non Veg. one item (Chicken / Mutton / Fish)
 - (e) Dal / Fried Dal / Rajma - in variety
 - (f) One curry preparation of Paneer viz. paneer pasanda, palak paneer, paneer butter masala or other preparation.
 - (g) Two type of Seasonal Vegetables
 - (h) Chutney
 - (i) Pickle
 - (j) Salad
 - (k) Sweet Dish 125 gms. of high quality [Ice - cream / Indian Sweets (two pieces) / fruit salad / fruit custard / Gajar halwa [Average 125 gms.]
 - (l) Dahi / Raita
 - (m) Papad.

5. Evening Tea with snacks : From : 5.30 PM to 6.30 PM

Tea and coffee with Snacks (Pakora / Samosa / Sandwiches etc.) [2 nos.] along with tomato sauce.

6. Dinner : From : 8.30 PM to 9.30 PM

- (a) Vegetarian Soup
- (b) Nan / Roti / Paratha / Kulcha / Tandoori Roti / Rumali Roti
- (c) Plain Rice / Pulao / Fried Rice
- (d) Non veg. one item (Chicken / Mutton / Fish)
- (e) Dal / Fried Dal / Rajma
- (f) One curry preparation of Paneer viz paneer pasanda, palak paneer, paneer butter masala or other preparation
- (g) Two type of Seasonal vegetables
- (h) Chutney
- (i) Pickle
- (j) Salad
- (k) Sweet Dish 125 gms. of high quality [Ice - cream / Indian Sweets (two pieces) / fruit salad / fruit custard / Gajar halwa [Average 125 gms.]
- (l) Dahi / Raita
- (m) Papad.

NOTE : Above mentioned Timings are subject to change by the Officer-in-charge of the Department.

A day wise sample menu for a week, which may change as per the requirement by the instruction of the Officer-in-charge, is given below :-

MONDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Veg. Sweet Corn Soup	1. Dhokla	1. Onion Soup
2.	Egg to order	2. Chicken Butter Masala	2. Tea / Coffee	2. Fish Tomato
3.	Bread, Butter, Jam	3. Paneer Butter Masala		3. Aloo Dum
4.	Fruits (Papaya)	4. Navratna Corma		4. Dry Vegetable
5.	Idli + Sambhar + Chutney	5. One Dry Vegetable		5. Palak Mushroom
6.	Tea / Coffee	6. Boiled Vegetable		6. Boiled Vegetable
		7. Dal (Channa fried)		7. Dal (Rahar)
		8. Jeera fried Rice		8. Rice
		9. Tandoori Roti		9. Phulka Roti
		10. Raita Mix.		10. Curd
		11. Pickle		11. Pickle
		12. Chutney		12. Chutney
		13. Papad		13. Papad
		14. Green Salad		14. Green Salad
		15. Ras Malai		15. Gulab Jamun

TUESDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Cream Tomato Soup	1. Aloo Chop	1. Vegetable Soup
2.	Egg to order	2. Mutton Roghan Josh	2. Tea / Coffee	2. Chicken Curry
3.	Bread, Butter, Jam	3. Mutter Paneer (Safol)		3. Paneer Kofta
4.	Fruits (Banana)	4. Capsicum Stuffed		4. Aloo and pea
5.	Chhola Batora	5. One Dry Vegetable		5. Vegetable Manchurian
6.	Tea / Coffee	6. Boiled Vegetable		6. Boiled Vegetable
		7. Dal (Makhany)		7. Dal (Mix.)
		8. Rice		8. Rice
		9. Kulcha / Butter Gulcha		9. Phulka / Paratha
		10. Mix. Raita		10. Curd
		11. Pickle		11. Pickle
		12. Chutney		12. Chutney
		13. Papad		13. Papad
		14. Salad (Russian)		14. Green Salad
		15. Kesher Bhog		15. Mix. fruit with Ice cream

WEDNESDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Mushroom Soup	1. AlooTikka Chat	1. Cantoness Soup
2.	Egg to order	2. Chicken Biryani	2. Tea / Coffee	2. Fish Fry
3.	Bread, Butter, Jam	3. Mutton Curry		3. Paneer Pasanda
4.	Masala Dosa, Sambhar, Chutney	4. Vegetable Biryani with Paneer		4. Manchurian
5.	Fruit (Apple)	5. Aloo Dum Kashmiri		5. Aloo Palak / Aloo Methi
6.	Tea / Coffee	6. Mix. Vegetable		6. Boiled Vegetable
		7. Rice		7. Dal
		8. Phulka / Roti		8. Rice
		9. Raita		9. Kulcha
		10. Pickle		10. Curd
		11. Chutney		11. Pickle
		12. Papad		12. Chutney
		13. Green Salad		13. Green Salad
		14. Ice - Cream (Butter Scotch)		14. Papad
				15. Carrot Kheer

THURSDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Minestrone Soup	1. Vegetable Samosa	1. Vegetable Clear Soup
2.	Egg to order	2. Chicken Tikka & Masala	2. Tea / Coffee	2. Mutton Kassa dry
3.	Bread, Butter, Jam	3. Mutter + Mushroom		3. Paneer Capsicum
4.	Fruit (Santra / Mausami)	4. Mix. Vegetable with Paneer		Tomato
5.	Kachauri + Channa + Aloo subjee	5. One Dry Vegetable (Seasonal)		4. Vegetable Kofta
6.	Tea / Coffee	6. Boiled Vegetable		5. Dry Vegetable (Seasonal)
		7. Dal Makhani		6. Boiled Vegetable
		8. Vegetable Polao		7. Dal (Channa fried)
		9. Butter Nan		8. Rice
		10. Curd		9. Rumali Roti / Phulka
		11. Pickle		10. Raita Mix.
		12. Chutney		11. Pickle
		13. Green Salad		12. Chutney
		14. Kala Jamun		13. Green Salad
				14. Papad
				15. Moong Halwa

FRIDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Cream Tomato Soup	1. Veg. Roll / Paneer Roll	1. Mix. Hot and Sour Soup
2.	Egg to order	2. Chicken Do Pyaja	2. Tea / Coffee	2. Chicken Chilly dry (Boneless)
3.	Bread, Butter, Jam	3. Paneer Do Pyaja		3. Paneer Chilly dry
4.	Vegetable Uttapam / Onion Uttapam / Sambher, Chutney	4. Rajma		4. Green Vegetable
5.	Fruit (Tarbooja, Mango)	5. One Dry Vegetable (Seasonal)		5. Vegetable fried Rice
6.	Tea / Coffee	6. Boiled Vegetable		6. Vegetable Hakka Noodle
		7. Dal Rahar		7. Vegetable Manchurian
		8. Rice Jeera		8. Vegetable Chowmen
		9. Nan / Butter Nan		9. Ice - Cream
		10. Dahi Bada		(Keshar Pista)
		11. Pickle		
		12. Chutney		
		13. Papad		
		14. Green Salad		
		15. Rasgulla		

SATURDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Sweet Corn Soup	1. Bread Chop	1. Minestrone Soup
2.	Egg to order	2. Chicken Tandoori Dry	2. Tea / Coffee	2. Paneer Butter Masala
3.	Bread, Butter, Jam	3. Mushroom Capsicum		3. Chicken fried Masala
4.	Fruit (Mango / Tarbooja)	4. Vegetable Curry		4. Mix. Vegetable
5.	Pao Bhaji	5. One Dry Vegetable		5. Boiled Vegetable
6.	Tea / Coffee	6. Boiled Vegetable		6. One Dry Vegetable
		7. Dal (Rahar)		7. Rice
		8. Vegetable Polao		8. Dal Channa
		9. Tandoori Paratha		9. Roti / Phulka
		10. Raita Mix.		10. Pickle
		11. Pickle		11. Chutney
		12. Chutney		12. Green Salad
		13. Ankur Salad with Aloo Chat		13. Papad
		14. Papad		14. Rice Kheer with
		15. Gulab Jamun		(Kaju + Kismis)

SUNDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Contony Soup	1. Vegetable Cutlet	1. Vegetable Soup
2.	Egg to order	2. Fish Fry	2. Tea / Coffee	2. Chicken Stew
3.	Bread, Butter, Jam	3. Paneer Kofta		3. Paneer Capsicum
4.	Fruit (Mango / Tarbooja)	4. Rajma		Tomato
5.	Pao Bhaji	5. One Dry Vegetable (Seasonal)		4. Aloo + Mutter
6.	Tea / Coffee	6. Boiled Vegetable		Curry
		7. Dal (Rahar)		5. Boiled Vegetable
		8. Rice		6. One Dry Vegetable
		9. Phulka / Roti		(Seasonal)
		10. Curd		7. Dal Channa
		11. Pickle		8. Rice
		12. Chutney		9. Mutter Kachouri
		13. Papad		10. Raita
		14. Salad		11. Pickle
		15. Rasgulla (White)		12. Chutney
				13. Papad
				14. Green Salad
				15. Sewai with Kaju + Kismis

Note :

A. In case of Vegetarian food, where subjee are made in combination of paneer or mushroom etc., the ratio should be 50% each. The details of such subjee are given below :-

1. Aloo Mushroom , Mutter Mushroom, Palak Mushroom, Paneer Mushroom, Mutter Paneer, Aloo Gobhi, Palak Paneer, Aloo Patal, Aloo Mutter, Aloo Kathal, Aloo Palak etc.
2. Onion Pakora in Palak Gravy, Veg. Kofta in Palak Gravy, Gatta Curry, Palak in Red Gravy, Veg. Manchurian, Navratan Korma etc.
3. **Vegetable fried / Bhujia Dry**
Bhindi / Bhindi Onion, Patal, Louki Palak, Aloo Methi, Aloo Gobhi, Aloo Patal, Sean, Mix Vegetable, Green Pea Masala, beans Coconut, etc. & Boiled Vegetable (Beans + Gajar + Phool Gobhi).
4. 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, Sudha), 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 STC.

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.

G. CMPDI does not guarantee any participant days (i.e. no. of participants x no. of days) for the whole contract period of one year.

MENU FOR SPECIAL OCCASIONS

<i>LUNCH / DINNER (Consists of following items) :</i>
Soup (Veg. / Non-veg.)
1 Non-Veg. in Main Course (<i>Chicken / Mutton / Fish</i>)
1 Paneer Preparation
2 Seasonal Vegetables
1 Dal (<i>Yellow / Makhani</i>)
1 Rice / Biryani
Tandoori Paratha / Roti
Raita of Choice
2 Varieties of Salads
Achar / Papad
2 Desserts
<i>LUNCH / DINNER WITH SNACKS (Consists of following items) :</i>
1 Welcome Drinks
2 Non-Veg. Starters (<i>Chicken / Mutton / Fish</i>)
2 Veg. Starters
1 Soup
3 Salads
2 Non-Veg. Main Courses
3 Indian Main Courses
Dal (<i>Yellow / Makhani</i>)
Rice
Assorted Breads & Basic Condiments
2 Desserts
<i>LUNCH / DINNER PACKETS(Consists of following items) :</i>
1 Non - Veg.
1 Paneer item (<i>For Veg.</i>)
1 Seasonal Veg.
Fried Rice
Roti / Kulcha
Salad, Achar
Dal
1 Dessert

DUTIES / RESPONSIBILITIES OF CMPDI & CONTRACTOR

SL . NO.	D U T I E S / R E S P O N S I B I L I T I E S	
	C M P D I	C O N T R A C T O R
1.	<p>The contractor will be intimated by CMPDI over phone and / or in writing for the following at least 24 hours in advance :</p> <p>1. The number of guests to be attended</p> <p>2. The number of days and</p> <p>3. The menu to be served, as per the Scope of Work.</p>	<p>As and when intimated by CMPDI, the Contractor shall provide Tea / Breakfast / lunch / dinner / Snacks etc to the guests at Chummary / STC Hostel as per the time table and menu given in the Tender document.</p> <p>Contractor shall provide Tea / Breakfast / lunch / dinner / Snacks etc., as per the following way :-</p> <p>Supply of cooked food and serving the same to the guests</p>
2.	<p>Dining hall, store, all the related spaces, etc, as decided by CMPDI, will be provided by CMPDI.</p>	<p>The dining hall, store, all the related spaces etc. shall be maintained by the Contractor in a clean and hygienic condition with properly trained and specialized staff.</p> <p>Any staff deployed in the dining hall should wear neat white apron & chef cap and they should change over to washable rubber slipper provided by the Contractor before entering the dining hall portion. They should be medically sound, neat and clean and nails trimmed with pleasant manner & look. The waiters shall be in approved uniform in approved style and shall wear rubber shoes.</p> <p>Shaving, trimming of nails (Hands & foot) and bathing every day will be compulsory for all the bearers, cooks and other employees deployed by the Contractor.</p>
3.		<p>Fuel for cooking will be arranged by the Contractor.</p> <p>Coal / charcoal / wood, as fuel for cooking, should not be used by the contractor.</p>
4.	<p>Completion period of the contract will be indicated in the work order or will be decided by the Officer-in-charge of CMPDI.</p>	<p>After completion of the contract period, the Contractor shall have to clean, vacate and hand over to CMPDI the Dining hall, store, utensils, crockery, furniture etc., supplied / provided by CMPDI.</p>

SL. NO.	DUTIES / RESPONSIBILITIES	
	CMPDI	CONTRACTOR
5.	<p>All the required furniture, utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators and all other things, as decided by CMPDI, will be provided by CMPDI.</p> <p>Any breakage / damage of items, caused by any guest, shall be replaced by the Department after proper verification and authentication by the Departmental Officer-in-charge.</p>	<p><u>Custody and Care :</u></p> <p>The contractor shall have to take the custody of all utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators, furniture and all other things, as decided and provided by CMPDI and the responsibility of the contractor shall include the following :-</p> <ul style="list-style-type: none"> (a) All the required utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators, furniture and all other things, provided by CMPDI, will be maintained by the Contractor in a stainless & hygienic condition all the time. (b) The interior of refrigerator, deep freezer etc. will be periodically cleaned. (c) Required linens (Such as : Cloth napkins, Towels, Table cloths, Table covers etc.) will be provided and maintained by the Contractor. (d) To maintain proper inventory of all items up to date and produce the same to the Officer-in-charge for counter signature. The inventory register shall also be subject to check at any time during the contract period. (e) Any loss or damage shall be recorded in a loss and damage register to be maintained by the contractor and each entry to be got counter signed by the Officer-in-charge designated for the purpose by the management. The breakage will be replaced by the agency immediately. (f) Make, Size, Shape and model of replaced items shall be absolutely the same of the original lost / damaged / stolen items to the extent possible. (g) In case of repeated and frequent theft / loss / damage and non-compliance of (e) & (f) above, the agency shall be imposed suitable penalty as decided by the Department and may also result in termination of the contract. (h) After natural life is over, the old items shall be replaced by the Department on depositing the same to the Department as per the inventory register.

SL. NO.	DUTIES / RESPONSIBILITIES	
	CMPDI	CONTRACTOR
6.		<p><u>Services to be provided :</u></p> <p>A. <u>Bed Tea :</u> Bed tea will be provided in the bedrooms in thermos flask / tea pot or electrical kettle (if provided by CMPDI). Only green leaf / tea bags, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality of biscuits.</p> <p>B. <u>Breakfast :</u> Breakfast in the dining room for the participants, guests and faculty members shall be as per the approved menu.</p> <p>C. <u>Tea / Coffee during tea break :</u> Tea / Coffee will be provided in the pantry adjacent to classroom in thermos flask / tea pot. Only green leaf / tea bags / coffee, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality biscuits.</p> <p>D. <u>Lunch / Dinner :</u> Lunch / Dinner in the dining hall shall be served in buffet or banquet style as per direction of the Officer-in-charge in accordance with the approved menu. The entire foodstuff, as per approved menu, will be kept in food warmer neatly with cloth napkin and cutleries. Soup will be served in a soup bowl with soup spoon to each guest / participant. Food like roti, chapati, nan, tandoori roti etc. will be kept in a serving basket and will be served individually with forceps. A team of waiters led by steward will always be made available to supervise and monitor lunch, dinner or snacks. Regular replenishment of foodstuffs will be done by the waiters. It's the duty of a steward to ensure that the foodstuffs are warm enough in food warmer. After completion of breakfast / lunch / dinner, used plates, utensils etc. are to be stored in a tub provided at the corner. Drinking water will be kept on the table in neat drinking glasses, each glass covered with a coaster. A waiter will be posted at the side to remove all the used plates and glasses from the table. Desert shall be served in a sweet dish bowl with teaspoon. Wash - basin, Soap cake / liquid soap along with lemon - bowl and fresh towel will be provided at the dinning hall for washing / hand washing. A tray of dry sounf, tablet - misry and sugar - coated sounf with toothpick will be served to each and every participant / Guest. Before every lunch and dinner, the dining hall shall be properly cleaned and sprayed with room freshener.</p>

SL. NO.	DUTIES / RESPONSIBILITIES	
	CMPDI	CONTRACTOR
		<p>E. Evening Tea with Snacks : Evening tea along with snacks will be served in the dining hall as per the approved menu.</p> <p>NOTE : Normally breakfast, lunch, dinner & evening snacks will not be served in the bed rooms, except in case of sick & ill participants or VIP guests as per the instructions of the Officer-in-charge of the Department.</p> <p>Meals for sick & ill participants / guests will be served as per doctor's advice sent through the competent authority or as desired by the participants / guests.</p> <p>All the garbage, left out food etc shall be removed by the Contractor to the pre decided place.</p>
7.	<p>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.</p>	<p>PREPARATION OF VEGETARIAN FOOD : In case of Vegetarian food where subjees are made in combination of paneer or mushroom etc the ratio should be 50% each. The details of such subjees are given below :-</p> <ol style="list-style-type: none"> 1. Aloo Mushroom, Mutter Mushroom, Palak Mushroom, Paneer Mushroom, Mutter Paneer, Aloo Gobhi, Palak Paneer, Aloo Patal, Aloo Mutter, Aloo Kathal, Aloo Palak etc. 2. Onion Pakora in Palak Gravy, Veg. Kofta in Palak Gravy, Gatta Curry, Palak in Red gravy, Veg. Manchurian, Navratan Korma etc. 3. Vegetable fried / Bhujia Dry Bhindi / Bhindi Onion, Patal, Louki Palak, Aloo Methi, Aloo Gobhi, Aloo Patal, Sean, Mix Vegetable, Green Pea Masala, beans Coconut, etc. & Boiled Vegetable (Beans + Gajar + Phool Gobhi) <p>COOKING MEDIA :</p> <p>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 (Britannia : Marie Gold, Good day), Paneer (Ammul, Sudha & Dinshaw in sealed condition), Powder milk (Britannia, Everyday), Diary Milk (Ammul, Sudha), Ice Cream (Ammul, Vadilal, Dinshaw) of recommended brands of reputed makes.</p>

SL. NO.	DUTIES / RESPONSIBILITIES	
	CMPDI	CONTRACTOR
		<p><u>SOURCE / BRAND FOR PROCUREMENT :</u></p> <p>The source of procurement of Sweet (in case if it is procured from outside), Chicken and mutton shall have to be got approved from the in - charge of STC. In case of non-availability of the approved brands in the market, the contractor may use alternative brands with the prior approval of the competent authority of CMPDI.</p>

FORMATS

ANNEXURE-A

FORMAT OF “Letter of Bid” (for Works & Services Tenders)

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

To,
The Tender Committee
.....Coalfields Limited

Sub. : Letter of Bid for the work “-----“ (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,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid 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 CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us andCoalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provisionCoalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

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

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF ` 10/-)

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.

Signature of the Tenderer

Dated-----

Seal of Notary

ANNEXURE-C

FORMAT OF UNDERTAKING

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

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

Or

*I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT**To****Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi – 8340 31**

Sub. : Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi** 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 updating 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-E

PROFORMA FOR EXECUTION OF AGREEMENT

AGREEMENT NO._____ DT._____

This Agreement is made on this _____ day of _____ 20.... between the Central Mine Planning and Design Institute Limited, a Company Registered under the Indian Companies Act, 1956 having its Registered Office at Gondwana Place, Kanke Road, Ranchi (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.

And whereas the Company invited tender for the work _____ against Tender Notice No. _____.

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 works.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED 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 specifications (page to
 - iii) Schedule-B The probable Quantities and Amount (Page to
 - iv) Schedule-C Negotiation letters –
 - v) Schedule-D Letter of Acceptance / Work Order (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 item's measurements at unit prices by the Company, the said Contractor shall, subject to the terms & conditions 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 Bills(s).
- 5) The said contractor hereby covenants 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 fulfillment 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 Sri on behalf of
(name of Company) in presence of : Signature

1. Name : _____ Signature _____

2

ANNEXURE-F

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

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi - 834 031**

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi – 834 031** (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 forbear 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 _____

ANNEXURE-G

HINDERANCE REGISTER

1. Name of Work : _____
2. Contract Agreement No. : _____
3. Date of Commencement : _____
4. Stipulated Date of Completion : _____
5. Extended Date of Completion, if applicable : _____

Sl. No.	Nature of Hindrance	Activity of Work affected	Effect of Hindrance on employment of labour and T&P etc	Date of notification of hindrance by contractor	Signature of contractor's representative	Date of removal of hindrance	Sign of client Engineer	Period of Hindrance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

PRICE BID FORMAT (BOQ)
PART - II

