



सीएमपीडीआई  
**cmpdi**

*A Mini Ratna Company*

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

**TENDER DOCUMENT**  
**FOR**  
**Construction of Drain, Septic tank and Soak pit**  
**at the CMPDI Exploration Camp, Gopalpur**  
**(Retender)**



**July, 2016**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
(A subsidiary of Coal India Limited)

**REGIONAL INSTITUTE – VII**

**BHUBANESWAR (ODISHA) - 751 013**

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***SECTION-1***

**TENDER NOTICE**



NIT No: CMPDI/RI-VII/BBSR/CIVIL/R\_e-T\_1/2016/16/900

Dtd: 04/07/2016

### **e-TENDER NOTICE**

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible bidders including an individual, proprietorship firm, partnership firm or company having eligibility to participate as per eligibility criteria stipulated in NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

<b>Name of work</b>	<b>Estimated Cost of Work (In Rs.)</b>	<b>Earnest Money (In Rs.)</b>	<b>Period of Completion (In Months)</b>
Construction of Drain, Septic tank and Soak pit at the CMPDI Exploration Camp, Gopalpur (Retender)	2,48,212.00	2,500.00	3 (Three )

2. **Time Schedule of Tender :**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
a.	<b>Tender e-Publication date</b>		
b.	<b>Document download start date</b>		
c.	<b>Document download end date</b>		
d.	<b>Bid Submission start date</b>		
e.	<b>Bid submission end date</b>		
f.	<b>Start date for seeking Clarification on-line</b>		
g.	<b>Last date for seeking Clarification on-line</b>		
i.	<b>Technical Bid Opening date</b>		

**Date and Time as mentioned in the website**

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

**Joint Venture is allowed only if the estimated cost is more than 2 crores**

Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice only shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in) and [www.tenders.gov.in](http://www.tenders.gov.in)

3. **DEPOSIT OF EMD:**

Earnest Money can be deposited online either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans

generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL bank account and the information flows from Bank to e-Procurement system.

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

4. **CLARIFICATION OF BID:** The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible the relevant queries.
5. **General instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:
  - a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.
  - b) Two Parts of the bid should contain the details as follows: -  
**Part-I:** Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT.  
**Part-II:** Prices, only in the Excel format, as indicated in the Tender Document.

#### 6. **ELIGIBILITY CRITERIA:**

**A. Work Experience:** The intending tenderer must have in its name or proportionate share as a member of Joint Venture experience of having successfully completed similar works **in any Government/Semi-Government/Public sector Undertakings (Central/State)/Private firm (Only if the Private firm is a company registered under Indian companies act'1958** 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 if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

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

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

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

**The definition of similar work shall be as follows:**

**“ANY CIVIL ENGINEERING WORK”**

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

- i. Start date & end date of each qualifying experience (similar work)
- ii. Agreement Number/Work Order Number of each experience
- iii. Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm)
- v. Executed Value of work against each experience
- vi. Confirmation in the form of **Yes/No** regarding submission of **similar work** experience as defined in the NIT.

**Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents**

**B. Financial Turnover:** Average annual financial turnover during the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost

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

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

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

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

**Data to be furnished by Bidders:**

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate
- iii. Membership number of the Chartered Accountant (CA).
- iv. Date of issue of Financial Turnover certificate.

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

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

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

**D. TIN/VAT/Sales Tax Registration on Works Contract :** The bidder should posses a TIN/VAT/ Sales Tax Registration on works contract issued by Sales Tax department of any Indian State/UT

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

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

**E. Service Tax of the Bidder**

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.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

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

Scanned copy of documents attested by Notary public to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet:

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.

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

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

**G. 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

**H. 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.

**7. SUBMISSION OF BID:**

a) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.gov.in>) with valid Digital Signature

Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

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

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

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

**d) Letter of Bid:** The format of Letter of Bid (as given in the NIT at Section 3) will be downloaded by the bidder and will be printed/typed 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.

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

**e) Confirmatory Documents:**

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her bid. The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.

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

<b>S. No.</b>	<b>Eligibility Criteria</b>	Scanned copy of documents (Attested by Notary Public) to be uploaded by L-1 bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	<b>Work Experience</b> <i>(Ref. Clause No.6(A) of NIT)</i>	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.
2.	<b>Financial Turnover</b> <i>(Ref. Clause No.6(B) of NIT)</i>	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
3.	<b>Permanent Account Number</b> <i>(Ref. Clause No.6(C) of NIT)</i>	PAN card issued by Income Tax department, Govt. of India
4.	<b>TIN/VAT/Sales Tax Registration on Works Contract</b> <i>(Ref. Clause No.6(D) of NIT)</i>	TIN/VAT/Sales Tax Registration Certificate on works contract from any Indian State
5.	<b>Service Tax</b> <i>(Ref. Clause No. 6(E) of NIT)</i>	The Service Tax Registration Certificate issued by Govt. Dept. of any Indian State
6.	<b>Affidavit</b> <i>(Ref. Clause No. 6(F) of NIT)</i>	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 as per the format given in the bid document at <b>Section 3</b> .
7.	<b>Legal Status of the bidder</b> <i>(Ref. Clause No. 6(G) of NIT)</i>	Any one of the following document : a) Affidavit or any other document to prove proprietorship/individual status of the bidder. b) Partnership deed containing name of partners. c) Memorandum & Article of Association with certificate of incorporation containing name of bidder
8.	<b>Digital Signature Certificate (DSC)</b> <i>(Ref. Clause No. 6(H) of NIT)</i>	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
9.	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.

**f) Price Bid (Part –II):** The Price Bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates **for all items (ITEM RATE)** on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. L-I will be decided on overall quoted value.

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

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

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

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

**Note:** Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following list given in the BOQ:-

- I. Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate:
- II. Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:
- III. Status: A Body Corporate:
- IV. Status: Other than above three categories:

The rates quoted by the bidder will be excluding Service Tax and service tax component (to be paid by CMPDI and the bidder) will appear as a separate entity. The component of service tax will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder.

8. All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.
9. **Tender Status:** It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.
10. 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.

**11. In cases where the number of bids received are less than three on the end date of bid submission then the following critical dates of the Tender will be extended initially by two days and if the number of bids still remains less than three then for another five days automatically by the system:**

- 1. Last date of submission of Bid**
- 2. Last date of receipt of EMD**
- 3. 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.**

**12. Opening of Bids:**

Tender (Cover-I and Cover-II) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

- A. After opening of Price-bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT 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 L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.**
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 7 days. If the L1 bidder fails to submit the specified document/s in 7 (seven) days, 7 more days ( 7 x 24 hours) of time may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.**

- C. 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.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), **then his bid shall be rejected and EMD or Rs.1.00 lakhs, whichever is lower, of L-1 bidder will be forfeited.**
- F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.
- H. The process as mentioned at Cl. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- J. 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 EMD of L1 bidder will be forfeited.**
- K. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause 07.

**13. Validity of Offer:** The rates offered by the bidder shall be valid for 120 (One Hundred Twenty) days from the date of opening of technical bid.

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No. 26 (Modification and Withdrawal of Bid) of NIT

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

**15. 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 CIL/Subsidiary and will be adjusted to Performance Security Deposit.

**16.** Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

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

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

**17.** 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.

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

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

18. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
19. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
20. The work should be completed within the stipulated period which shall be reckoned from the tenth day of issue of LOA (Letter of Acceptance)/Work Order or the actual date of handing over the site whichever is later
21. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.
22. The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
23. **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.
24. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable for rejection.
25. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line.

This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

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

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

## **26. Modification and Withdrawal of Bid:**

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

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

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii. If the bidder withdrawing his bid is L-1, then re-tender will be done. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

**Standard Operative Procedure (SOP)** for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary

### **Withdrawal of Bid:**

#### **A. Online Withdrawal of Bids:**

- a) The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b) The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

#### **B. Offline Withdrawal of Bids:**

- a) A partner of bidder (in case of JV and 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 offer (or express his disassociation from the bidder organization).

- b) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

27. 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.

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

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

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

31. If the tenderer gets the work order he will have to submit VAT Registration certificate on works contract from the state of **Odisha**, before execution of agreement. However, VAT clearance certificate from the state of Odisha shall be submitted by the said tenderer before release of any payment.

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

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

34. **Non-disclosure/ Confidentiality clause:** The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause. CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall

survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

**35. Compliance of Applicable Labour Laws:** The contractor shall abide by the rules & regulations of Labours Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

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.

**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 Odisha. 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.**

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.

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.

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.

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.

The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

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.

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

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.

sd-

**HOD (Civil),  
CMPDI RI-VII  
Bhubaneswar**