



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 NOTICE FOR

**Various Environmental Parameters of
Air and Water of Routine Environmental
Monitoring works for MCL projects in
state of Odisha.**



July, 2016

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

REGIONAL INSTITUTE – VII

BHUBANESWAR (ODISHA) - 751 001

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SECTION-1
TENDER NOTICE



cmpdi
A Mini Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)

क्षेत्रीय संस्थान – 7, गृह निर्माण भवन, सचिवालय मार्ग, भुवनेश्वर, (उड़िसा)

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-VII, Samantpuri, P.O : RRL, Bhubaneswar-751013

CORPORATE IDENTITY NUMBER – U14292JH1975GOI001223

NIT No: CMPDI/RI-VII/BBSR/ENV/e-T/2016/927

Dtd: 05.07.2016

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

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Period (In Months)
Various Environmental Parameters of Air and Water of Routine Environmental Monitoring works for MCL projects in state of Odisha.	3,26,970.00	3500.00	8 Months

2. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	Date and Time as mentioned in 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.	Date of Pre-bid Meeting		
i.	Last date of receipt of EMD		
j.	Technical Bid Opening date		

For details of qualification requirements, bid security and complete tender document, visit our website <https://coalindiatenders.gov.in>. Detailed Tender Notice is available at www.cmpdi.co.in. Or www.tenders.gov.in.

Joint Venture is applicable for the estimated value of Rs. 2.00 Crores and above only.

3. (i) Deposit of EMD:

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

(ii) 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 case 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 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 the 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.

In case of tenders related to works and services, the EMD of successful bidder will be retained by CMPDI and adjusted against performance security deposit.

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

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

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

7. Pre-Bid Meeting: Not applicable.

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

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

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

Part-I: Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT.

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

9. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company having eligibility to participate as per eligibility criteria stipulated in clause No.10 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller

of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

Note: Joint Venture is applicable for the estimated value of Rs. 2.00 Crores and above only.

10. Eligibility Criteria:

A. Work Experience:

The bidder must have in its name as a prime contractor or proportionate share as a member of Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature [“Environmental Base Line Data Generation in respect of ambient Air quality, Water (Ground/ Drinking/ Surface/ Mine Water/ Effluent) Quality, Noise & Soil Characteristics of a locality.”] valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Annualised value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”. For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which bid has been invited.

(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 definition of similar work shall be as follows:

“Work of Various Environmental Parameter essentially comprising of Ambient Air Quality monitoring including micrometeorological data, Water (Ground/drinking/Surface/Effluent Water/Mine water) quality.”

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

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

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

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

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

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

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

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

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. Service Tax of the Bidder

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

- i. Confirmation regarding possessing of Service Tax Registration Certificate issued by Govt. Dept of any Indian State in the form of **Yes / No**

E. An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 as per the format given in the bid document at Section – 3

F. 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

G. 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.

H. Working Capital: The bidder must produce the evidence of adequacy of a minimum working capital, either 20% of the annualized value of estimated cost of the work (for period of completion over one year) or 20% of the estimated cost of the work (for period of completion upto one year), for this work. Banker's Certificate (Scheduled Bank) regarding availability of access to credit (issued within 3 months prior to the last date of submission of Bid) is to be submitted. Data to be furnished by Bidder on-line:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.

I. Lab Accreditation:

To qualify in work as mentioned in the NIT the tenderers should own an environmental laboratory or have MOU with an Environmental laboratory. The environmental laboratory should be duly accredited by Central Pollution Control Board (CPCB), New Delhi or Ministry of Environment & Forest (MoEF) or NABL (National Accreditation Board for Testing and Calibration Laboratories) or concerned State Pollution Control Board (SPCB) having jurisdiction in the command area for which the bidder proposes to bid.

12. Methodology of Submission of Bid and Its Evaluation:

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

A. 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, OID and cover-II.
- ii. Two parts of the bid should contain the details as follows:

Part-I/cover-I and OID:

Contractors bid (Letter of Bid)

Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at Clause No.9 & 10 including necessary scanned documents as elaborated there.

Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.

B: 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/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.

C: 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.

D: General Technical Evaluation: The bidder has to fulfil/comply to all the terms of 'General Technical Evaluation' (GTE).

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

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

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

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

I: Clarification of Bid: The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications given by Department will be visible to all the Bidders intending to participate in the tender. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification by Bidders / the last date of giving

clarification on-line will be as per the TIME SCHEDULE OF TENDER as available on the website: <http://coalindiatenders.gov.in>. No other mode of seeking clarification shall be entertained.

J: Modification/Withdrawal of Bid : 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 on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of submission. Modification/ withdrawal of the bid is **not permitted** after bid opening.

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

14. 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.

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

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

17. Opening of bids:

i. If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days.

ii. In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 38. If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

iii. Tender [**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.

iv. The e-Procurement system will evaluate the Technical bids (GTE) 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.

v. After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System.

18. 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.

19. Evaluation of Bid:

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

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

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

iv) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 10 x 24 hours duration shall be given.

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

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 required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents duly attested by notary public in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L-1 bidder fails to submit the specified document/s in 10 (ten) days, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

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

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

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

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

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

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

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

In case none of the bidders complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

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

S.No.	Situation	Penal Provisions
1.	L-1 bidder is a defaulter.	100% of EMD amount or ₹1.00 Lakh whichever is lower, is forfeited.

2.	L-1 bidder happens to be defaulter in 2 tenders issued by the same Tender Inviting Authority within a span of 1 year.	If the bidder defaults in two tenders under same Tender Inviting Authority in a span of one year, 100% of EMD amount of 2 nd tender, is forfeited.
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Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

23. 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.

S.No.	Eligibility Criteria	Scanned copy of documents (Self Certified and attested by Notary Public) to be uploaded by L-1 bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Work Experience (Ref. Clause No.10(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.
2.	Financial Turnover (Ref. Clause No.10(B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India
3.	Permanent Account Number (Ref. Clause No.10(C) of NIT)	PAN card issued by Income Tax department, Govt. of India
4.	Lab Accreditation (Ref. Clause No.10(I) of NIT)	Proof of Certificate of Environmental Laboratory which shall be duly accredited by any one of following: <ul style="list-style-type: none"> • Central Pollution Control Board (CPCB) or • Ministry of Environment & Forest (MoEF) or • National Accreditation Board for Testing and Calibration Laboratories (NABL) or • Concerned State Pollution Control Board (SPCB) having jurisdiction in the command area for which the bidder proposes to bid.
5.	Service Tax (Ref. Clause No. 10(D) of NIT)	The Service Tax Registration Certificate issued by Govt. Dept. of any Indian State.
6.	Affidavit (Ref. Clause No. 10(E) of NIT)	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 as per the format given in the bid document at Section 3 .
7.	Legal Status of the bidder (Ref. Clause No. 10(F) of NIT)	Any one of the following document : <ul style="list-style-type: none"> 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.	Digital Signature Certificate (DSC) (Ref. Clause No. 10(G) 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
9	Evidence of possessing adequate working capital (Ref. Clause No. 10(H) of NIT)	At least 20% of the Estimated/Annualized value of this work inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India

10.	Any other document to support the qualification information as submitted by bidder on-line
<i>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.</i>	

24. 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.

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

26. Currencies of Bid and Payment:

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

27. 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 firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.39 (Modification and Withdrawal of Bid) of NIT

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

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

30. Subletting/Sub-vending:

Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted.

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

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

32. Refund of EMD:

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

1. Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Employer as non-responsive.

2. The Bid Security/EMD of the unsuccessful bidder shall become refundable, if there is no case of forfeiture, who have not emerged as L-1 bidder.

3. The bid security/EMD, (submitted in the form of Electronic Fund Transfer) of successful Bidder will be retained till expiry of the contract and will not carry any interest and will be refunded after completion of the contract successfully. If the contractor failed to fulfill terms & conditions of the contract, earnest money deposit shall be forfeited.

4. The Bid Security/ EMD deposited with the Employer will not carry any interest.

33. Site Visit:

Every tenderer is expected, before quoting his rates, to go through the conditions of contract and to inspect the Mines/area where work is to be carried out.

34. 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.

35. 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.

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

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

38. Validity of offer:

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

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

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No: 39 (Modification and Withdrawal of Bid) of NIT.

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

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

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

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

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

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

40. 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.

41. Bid Prices:

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

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

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

43. 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.

44. 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.

45. 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.

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

47. 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.

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

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

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

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

52. Notification of Award and Signing of Agreement:

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

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

53. 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.

54. 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.

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

If services are not found satisfactory, CMPDI reserves the right to cancel the contract by giving one month notice.

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

SECTION -2

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) "**Employer**" or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) "**Principal Employer**" means the Coal India 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 authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) "**Engineer-In-charge**" shall mean the officer nominated by the company in the Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer -In- Charge /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 Engineer in Charge /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 Engineer in Charge/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 & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- viii) "**Contract amount**" shall mean:
 - a) In the case of turnkey contracts the total sum for which tender is accepted by the company.
 - b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- ix) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors 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.
- x) "**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.

- xi) "**Department**" means the Environment Department of Regional Institute – VII, Bhubaneswar CMPDIL.
- xii) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiii) 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.
- iv) Special Terms & Conditions of contract.
- v) Schedule of Quantities (or Bill of Quantities)/ Schedule of work/ Scope of work.
- vi) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.

N.B. Deviations:

Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the schedules prescribed for them. Any wilful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (Ref. format at ANNEXURE -II). 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. For any additional copies required by the contractors the price to be charged would be Rs 250.00. All additional copies should be certified by the Engineer-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 Engineer-In-Charge, his representatives 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 Negotiations:

Negotiations will be held under the preview of CVC Circular No-4/3/07 dated: 03.03.2007 i e. Tendering Process- Negotiation with L1.

2.4 Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of LOA 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.

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 PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

3 Discrepancies in contract documents & Adjustments thereof

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

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) 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 or any omission there from, 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 amount 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) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.
- d) In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/ above the rates entered in the schedule. In such cases in the event of arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) Discrepancy in totalling 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.

4.0 Security Deposit: Total security deposit will be 5% of the awarded value. The security deposit will be deposited after adjusting the EMD, within 28 days from the date of receipt of LOA (Letter of Acceptance) by the successful bidder in the form of demand draft in favor of "CMPDI LTD, Regional Institute, Bhubaneswar" of any scheduled bank payable at Bhubaneswar. The security deposit shall be refunded to the tenderer after successful completion of work and shall bear no interest.

4.1 Additional performance security: Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

- i 30% of Additional performance security will be released after 60% of the total work is completed.
- ii 50% of Additional performance security will be released after 80% of the total work is completed.

- iii 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

If any sum is found due and payable to company the successful bidder in connection with this contract or any other contract, the company shall have the right to deduct the amount due from the bills of the present contract.

5.0. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

5.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

5.2 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer- In- Charge.

5.3 Force Majeure:

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

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

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

5.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered after satisfactory performance during the period at the instance of the Contractor or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.

The extension of contract will be extended for a maximum period of one year at the existing rate or the rate finalized in the next tender, whichever is lower. The Terms of extension will be detailed in the work order.

6.0 Payments: Paying authority: HOD (Finance), CMPDI, RI.VII, Bhubaneswar. The contractor has to submit the Final bill in duplicate to the controlling officer.

6.1 Payment of on account bill shall be made after certifying by EIC or his representative, the sum to which the contractor is considered entitled by way of interim payment for the following

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

6.2 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of it's subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

7.0 Income tax deduction will be made as per applicable rule, of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

7.1 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

8.0. Termination, Cancellation, Suspension and 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 Engineer-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 Engineer – In- Charge, then on the expiry of the period as may be specified by the Engineer- In- Charge in a notice in writing.

Or

c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

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 his company.

Or

e) 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 Engineer-In- Charge in a notice in writing.

Or

f) Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer- In- Charge. The Engineer-In-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

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

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or 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 contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased

proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

8.2 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and the Engineer In- Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

8.3 Foreclosure of contract in full or in part:

i) If at any time after acceptance of the tender, the company decides to reduce the scope of the work for any reason whatsoever, the company, through its HOD (Environment), shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the contractor at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The contractor shall, if required by the HOD (Environment), to him the books of accounts, papers, and relevant documents as may be necessary to enable HOD (Environment), to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

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 (ten) percent of the contract value.

ii) The Company reserves the right to cancel the contract any time without assigning any reason whatsoever.

9. Settlement of Disputes/Arbitration

9.1 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 Engineer-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.

9.2 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.

10. (1) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged in non-mining activities minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

(2) The Contractors shall pay the wages to its workers by Cheque or through Bank.

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

SECTION -3

**FORMATS
&
LETTER OF BID**

FORMAT OF LETTER OF BID

**LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-PROCUREMENT
PORTAL OF CIL)**

To

The Tender Committee,

Environment Department,

CMPDI, RI-VII, Bhubaneswar.

Sub: Letter of Bid for the work “**Various Environmental Parameters of Air and Water of Routine Environmental Monitoring works for MCL projects in state of Odisha.**”

Ref.:

1. CMPDI/RI-VII/BBSR/ENV/e-T/2016/927

Dtd: 05.07.2016

2. Tender Id No.: 2016_CMPDI_42096_1

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

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

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

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

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

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF Rs 5.00/-)

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

1. I/We are submitting tender for the work
.....
.....
.....
against Tender Notice No. ----- dated -----
2. None of the partners of our firm is relative of employee of CMPDI.
3. All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true
4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.
6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

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

7. I/We, hereby, abide by CMPF/EPF clause of the tender document and ensure implementation of the same and misc. provisions therein & allied scheme framed there under in respect of the workers deployed.

Signature of the Tenderer

Dated-----

Seal of Notary

PROFORMA FOR EXECUTION OF AGREEMENT.

STAMP PAPER.

AGREEMENT NO. _____ DT. _____

This agreement is made on day of between Central Mine Planning and Design Institute Limited, RI-VII having its registered office at Bhubaneswar, Odisha – 751001 (hereinafter called the ‘COMPANY’ which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the ‘said Contractor’ which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

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

NOW THIS AGREEMENT 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 annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i. Annexure - A Tender Notice (Page ... to ...)
 - ii. Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...)
 - iii. Schedule - B The probable Quantities and Amount (Page ...to ...)
 - iv. Schedule - C Negotiation letters –
 - v. Schedule - D Letter of Acceptance/Work Order (Page .. to ..)
 - vi. Schedule - E Drawings (Page ... to ...)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) Performance security i.e. First part of security:- The company has converted a sum of Rs..... Only deposited by the said contractor as Earnest Money vide DD No./BG No.(valid upto) into a part of Performance Security Deposit of 5% of the awarded work value. The balance of Rs..... upto 5% of the work order value has been deposited by the contractor vide DD no./BG No.(valid upto). The total performance security including EMD is @5% of the total award value of the work. The security deposit amount shall not carry any interest.
- 5) Retention money i.e. Second part of security:-The second. Part of security i.e. retention money @5% of the executed work value is to be recovered from each running bills and release of both the aforesaid security deposit will be dealt as per General terms and conditions.

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

1. Partner. Signature

2. Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of:-

1. Name _____ Signature

Address:

Occupation:

Signed by Srion behalf of

Signature

(Name of Company) in presence of -

1. Name :

Signature

2. Address:

PROFORMA OF BANK GUARANTEE INLIEU OF BID SECURITY/EARNEST MONEY

To

Dear Sir,

1. In consideration of the notice issued by, having its registered office at(hereinafter called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalized/Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank Draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated..... We.....Bank (hereinafter referred to as the Bank) having its office/Branch at do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bid. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....** We shall be discharged from all liability under this Guarantee thereafter. ** The Bidder shall allow guarantee upto bid validity period plus 90 days considering date of submission / revised submission, if any or up to as fixed by the Notice inviting authority.
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.
5. The bank has under its constitution power to give this guarantee and Sri who has signed it on behalf of the bank, has authority to do so.
Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative/payable at our branch at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

Signature of the authorized person For and on behalf of the Bank.

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,
RI – VII, Bhubaneswar, Odisha-751001**

In consideration of the **Central Mine Planning & Design Institute Limited**, RI-VII having its Registered office at **Bhubaneswar, Odisha-751001** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

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

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

proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor’s liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____