



Notice Inviting Tender
For
Generation of Orthophoto mosaic, Digital Terrain Model (DTM),
Contour maps and Volume Computation
using
Unmanned Aerial Vehicle (UAV) in NCL

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Under Jurisdiction of Ranchi Court Only
सेंट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अणुशंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
Central Mine Planning & Design Institute Limited
 (A Subsidiary of Coal India Ltd./ a PSU under Govt.)
 ISO9001:2008 Certified Company
 Kanke Road, Ranchi, (Jharkhand) - 834031
 CIN: U14292JH1975GOI001223

(SECTION-1)

NIT No: CMPDI/Geom/UAV/2016-17/01

Dtd: 04/11/2016

e-TENDER NOTICE (Draft)

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

| Brief Description of work | Approx. Quantity | Estimated Cost of Work (Lakhs in ₹) | Earnest Money (In ₹) | Period of Completion |
|--|------------------|-------------------------------------|-----------------------|---|
| 1) Generation of Orthophoto mosaic, Digital Terrain Model (DTM) and contour maps using Unmanned Aerial Vehicle (UAV) and integration with Minex Software of 4 (four) Coal Mining Projects of Northern Coalfields Limited (NCL), namely, Amlohri, Nigahi, Jayant and Dudhichua. | 100 Sq Km Area | 50.00 | 51,000 | 60 days from the date of issue of permissions from the designated authorities |
| 2) Volume measurement of one stockpile of Coal in one of the above mines using Airborne LiDAR and high resolution aerial photographs for benchmarking. | One coal dump | 1.00 | | |

Detailed description of the services is given in below:

- Generation of mine-wise Orthophoto mosaic, Digital Terrain Model (DTM) and contour maps using UAV and integration with Minex Software of 4 (four) Coal Mining Projects of Northern Coalfields Limited (NCL), namely, Amlohri, Nigahi, Jayant Opencast Projects (under Singrauli District of Madhya Pradesh) and Dudhichua Opencast Project (under Sonebhadra District of Uttar Pradesh as well as Singrauli District of Madhya Pradesh) of Northern Coalfields Limited (NCL) Headquartered at Singrauli District.
- Hardcopy of Orthophoto mosaic of each Project shall be provided in 1:5000 scale. Five (5) copies of each sheet shall be provided in Glossy Paper. Softcopy of the mosaic in 3-dimensional dxf format compatible with Minex Software as well as in geotiff format shall also be provided.
- Softcopy of Point Cloud data shall be provided in .xyz format. Soft copy of DTM shall be provided in 3-dimensional dxf format.
- Mine-wise topographical maps, having contours at 1.0 m Interval of the whole target area shall be provided in 1:5000 scale. Five (5) copies of each sheet shall be provided in Glossy Paper. Softcopy of the topographical maps in 3-dimensional dxf as well as in jpeg formats shall also be provided.
- In case of digital photography, desired Horizontal accuracy is upto 10 cm and desired vertical Accuracy is upto 15 cm.

- f) Volume measurement of one stockpile of Coal in one of the above mines of NCL, using Airborne LiDAR and high resolution aerial photographs for benchmarking with survey by terrestrial Laser Scanner to be conducted by CMPDI.
- g) Summary of Outputs:

| Sl. No. | Type of Data | Format softcopy for | Details of hard Copy | Other Technical Parameters |
|---------|-----------------------------|-------------------------------|---|----------------------------|
| 1. | Mine-wise Orthophoto mosaic | 3-D dxf as well as in Geotiff | In 1:5000 scale, 5 copies in Glossy paper | |
| 2. | Point Cloud | .xyz | | |
| 3. | DTM | 3-D dxf | | |
| 4. | Topographical maps | 3-D dxf | In 1:5000 scale, 5 copies in Glossy paper | Contour Interval= 1.0 m |

2. Time Schedule of Tender: As given on the on-line tender document.

| Sl. No | Particulars | Date | Time (in Hours) |
|--------|--|--|-----------------|
| a. | Tender e-Publication date | As available on website https://coalindiatenders.nic.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. | Bid Opening Date | | |

3. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.nic.in> and Tender Notice shall be available at websites www.cmpdi.co.in & <https://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost. The download of tender document may start immediately after **document download start date** and shall continue till the last date and time of bid submission.

4. 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 that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission.

5. Deposit of EMD:

The bidder will have to make the payment of EMD through ONLINE mode only.

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 CMPDIL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan 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's account and the information flows from Bank to e-Procurement system.

Clarification: NO EXCEPTION OF EMD FOR ANY BIDDER.

6. User Portal Agreement:

The bidders have to accept unconditionally the on-line 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/tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in **Clause No.9** 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.

8. Qualification of the Bidders:

Bidders are advised to upload documents as per the following CHECK LIST of documents and verify that all the information required, have been furnished. Non- submission of documents/ information as per list given in the CHECK LIST will be considered as a non-responsive bid and will be rejected.

8.1 Checklist of documents

1. Name of the firm/ Agency, its year of establishment and registration details.
2. A list of key in-house professionals with their Bio-Data or operation of UAV and data processing of digital photographs for preparation of Ortho-photo mosaic and LiDAR data processing.
3. Contact number with name & other details of the Lead/ contact person with Bio-Data.
4. Detailed methodology for the work
5. An undertaking that they will facilitate 'The Company' i.e. CMPDIL, for the obtaining all the requisite permissions from all the concerned authorities, before operation of the UAV.
6. An undertaking that on award of work they shall execute the work as per the permissions.
7. An undertaking that they will be liable for any damage done to any person/ property while operation of UAV.
8. An undertaking that 'The Company' i.e. CMPDIL, shall not be in anyway bear any liability for damage of their UAV, if any.
9. A list of UAVs with details to be deployed for 'The Work.
10. Confirmatory documents as specified in the Table given at **Clause no. 10.9 (c).**

8.2 The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.9 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: Requirements of Joint Venture-

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

- i) Following are the minimum qualification requirements for a joint venture.
- a) The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the JV will be as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to the experience.
- b) The qualifying criteria parameter e.g. financial resources (Working Capital/turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to Working Capital/ financial turn over.
- ii) The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration / letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
- ix) The bid should be signed by all the partners of the Joint Venture.
- x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- xi). The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
- xii) The earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more partners of the JV.
- xiii) The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.

- xiv) JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
- xv) JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

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

9. Eligibility Criteria

9.1 (A) Work Experience:

The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) **works of similar nature** (Preparation of Orthophoto mosaic, DTM, Contour maps, Volume Computation, operation of LiDAR and UAV) *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”*.

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

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience
- iv. Name & address of Employer/ Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or a partner in a partnership firm ~~or~~ and the actual % of share in case of a Joint Venture/ Consortium).
- vi. Executed Value of work against each experience
- vii. In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

(B) Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date').
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement (65% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.

- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. **Work order, BOQ may be sought during clarification or along with deficient documents.**

9.2 Working Capital:

Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within **three months** prior to the date of opening of tender.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information 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.
- v. Date of Issue of Certificate
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

Technical evaluation by the System:

- i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

9.3 Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

PAN CARD of the bidder

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) 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.

9.4 Service Tax Registration Certificate:

“Service Tax (Not Applicable for Exempted Services)

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

OR

Small Service Provider and 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.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria the bidder is required to furnish the following information online:

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 to be uploaded by bidders (Confirmatory Document):

Scanned copy of documents 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.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number confirming the status of JV w.r.to Service Tax]

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.

9.5 An Affidavit:

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

9.6 Legal Status of the bidder:

Any one of the following documents:

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

9.7 Digital Signature Certificate (DSC):

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

9.8 Banning:

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

9.9 Provident Fund Registration: (as per the Laws prevailing under provision of CMPF)

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

In case of JV, all the partners should submit a certificate of registration issued by provident fund authorities.

10. Submission of Bid:

10.1 The bidder will have an option for submitting EMD through ONLINE mode only (in INR).

10.2 The bidder will submit their bid online. No off-line bid shall be accepted.

10.3 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The prospective bidders should register for availing the services through the option "Online Bidder Enrollment" on the home page of at <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

- 10.4** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- 10.5** The bidders will 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement (Annexure-III) will be a part of NIT/Contract Document.
- 10.6** In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.7** The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.
- 10.8** **General Instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:
- (i) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.
 - (ii) Two Parts of the bid should contain the details as follows:
Part-I: Letter of Bid, Information regarding Eligibility Criteria, Confirmatory documents as mentioned in the NIT.
Part-II: Prices, only in the Excel format, as indicated in the Tender Document.
- 10.9** For online submission of tender the bidders will have to upload "Letter of Bid" and all the confirmatory documents as prescribed in the NIT in Cover-I and only "Price-bid" in Cover-II.
- a **General Technical Evaluation:** The bidder has to fulfil/comply to all the terms of 'General Technical Evaluation' (GTE).
 - b **Letter of Bid:** The format of Letter of Bid (LOB) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

| SI No. | Eligibility Criteria | Information to be furnished by bidder on line | Scanned copy of documents, to be uploaded by in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document |
|--------|---|---|--|
| 1 | The Work Experience : The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature (Preparation of Orthophoto mosaic, DTM, Contour maps, Volume Computation, operation of LiDAR and UAV) <i>valuing</i> 65% of the annualized <i>estimated</i> 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. | 1. Start date of the year for which work experience of bidder is to be considered for eligibility. 2. Start & end date of each qualifying experience (similar nature) 3. Work Order/Agreement Number of each experience 4. Work Order Issuing authority of each experience 5. % share of experience (100% in case proprietor or a partner in a partnership firm or the actual % of share in case of a Joint Venture/Consortium). 6. Executed Value of work against each experience | For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents. |
| 2 | The Availability Of Working Capital: Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender. | 1. Amount of available working capital inclusive of lines of credit and availability of other financial resources 2. Date on which the bidder possesses the required working capital 3. Date of issue of W.C. Certificate by CA 4. Name of the Chartered Accountant (CA) 5. Membership Number of CA who certifies the bidder's working capital. | Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line. |
| 3. | Permanent Account Number (PAN): The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department. | Confirmation in the form of Yes/NO | In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder. |
| 4. | Service Tax Registration Certificate: 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 | 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. | In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of (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 Certificate of Incorporation, OR (2) A Certificate from a practicing Chartered |

| | | | |
|----|---|--|--|
| | A Body Corporate, OR Other than above three categories. | | 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, OR (3) Service Tax Registration Certificate issued by Central Excise and Custom Department, GOI. (4) 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. |
| 5. | Legal Status of the bidder | Confirmation in the form of Yes / NO for possessing the supporting documents | <u>Any One of the following Document:</u> 1. Affidavit or any other document to prove proprietorship / Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & article of association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead partner and share of each partner. |
| 6. | Valid Digital Signature Certificate | Confirmation in the form of Yes / NO for possessing the supporting documents | 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. | Banning /Delisting: The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. | | If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. |
| 8. | Certificate of Registration with Provident Fund Authorities | | Certificate of registration issued by Provident authorities of bidder. In case of JV, Certificate of registration issued by Provident authorities of all partners or JV itself. |

| | | | |
|-----|--|---|--|
| 9. | Name of the firm/ Agency, its year of establishment and registration details. | Details to be filled while creation of Bidder account on Portal | Any Document Containing Name of the firm/ Agency, its year of establishment and registration details along with Contact number with name & other details of the Lead/ contact person with his/her Bio-Data. |
| 10. | A list of key in-house professionals with their Bio-Data for operation of UAV and data processing of digital photographs for preparation of Ortho-photo mosaic and LiDAR data processing. | | A list of key in-house professionals with their Bio-Data for operation of UAV and data processing of digital photographs for preparation of Ortho-photo mosaic and LiDAR data processing on letter head of the bidder. |
| 11. | Detailed methodology for the work | | A document on letter head of bidder describing Detailed methodology for the work. |
| 12. | An undertaking that the bidder will facilitate 'The Company' i.e CMPDI, for the obtaining all the requisite permissions. | | An undertaking by the bidder that if awarded the work, will facilitate 'The Company' i.e CMPDI, for the obtaining all the requisite permissions from all the concerned authorities, before operation of the UAV. |
| 13. | An undertaking that on award of work the bidder shall execute the work as per the permissions. | | An undertaking that on award of work the bidder shall execute the work as per the permissions. |
| 14. | An undertaking that the bidder will be liable for any damage done to any person/ property while operation of UAV. | | An undertaking that the bidder will be liable for any damage done to any person/ property while operation of UAV. |
| 15. | An undertaking that 'The Company'/subsidiary of CIL shall not be in anyway bear any liability for damage of their UAV, if any. | | An undertaking that 'The Company'/subsidiary of CIL shall not be in anyway bear any liability for damage of their UAV, if any. |
| 16. | A list of UAVs with details to be deployed for 'The Work'. | | A list of UAVs with details to be deployed for 'The Services'. |
| 17. | An undertaking 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 Annexure A2 | | |
| 18. | 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 | | |

- d **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be

decided on overall quoted value. 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. An Affidavit along with challan shall be submitted by the Service Provider/Contractor for depositing the Service Tax in the Specific Contract and not availing the CENVAT, while submitting the Service Tax. CMPDIL, in turn will claim the CENVAT Credit. Separate challans should have to be submitted for separate services with specific mention of the services rendered to the CMPDIL.

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

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

10.10 Modification and 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 online 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 that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. 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 CMPDIL/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

I. The Mode of Withdrawal:

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.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

- 10.11 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. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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.

11. Automatic Evaluation (Technical):

- 11.1** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a format in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system
- 11.2** Acceptance of Bidder in a general format of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

12. Extension of Time schedule of Tender:

If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of two days and if the number of bids still remains less than three then for another five days:

- Last date of submission of Bid
- Last date of receipt of EMD
- Date of opening of Tender

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

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

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

13. Opening And Evaluation Of Tender:

13.1 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 pre-scheduled date & time of Tender Opening. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS.

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.

- 13.2 Evaluation by System:** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.

Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

13.3 Tender evaluation (By Evaluator):

- 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 10 days (10 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 10 days. If the L1 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.
- 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, then his bid shall be rejected and 100% EMD 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 L-2 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 Clause. 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. It is responsibility of Bidders to upload legible / clearly readable scanned copy of all the required documents as mentioned above.

Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L1 successively.

- 13.4** The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

- 13.5** After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

14. Abnormally high rate (AHR) & Abnormally low rate (ALR) items:

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.

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 release after 60% of the total work is completed.
- ii. 50% of additional performance security will release after 80% of the total work is completed.
- iii. 100% of additional performance security will release after total work is completed.

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

15. EMD Refund:

- 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 paid due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his / her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.
- g. Bid Security of bidder will not carry any interest during the period of retention in CMPDIL.

16. Bid Extension:

If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of **2 (Two)** days and if the number of bids still remains less than three then for another **5 (Five)** days:

- i) Last date of submission of Bid
- ii) Last date of receipt of EMD
- iii) Bid Opening date.

17. Preservation of Bids:

All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

18. Agreement:

The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-A7**).

19. Postponement:

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.

20. Public Enterprise purchase preference facility:

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

21. Sub-letting/Sub-vending:

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

22. Jurisdiction in case of dispute:

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 Court at Ranchi (Jharkhand) only.

23. Site Visit by bidder:

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

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

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 such costs.

25. 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.

26. Canvassing:

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.

27. Study of tender by tenderer:

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

28. Currencies of Bid and Payment:

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

29. Work completion days:

The work should be completed in **30 days** and the date of commencement of the work will be reckoned from the date of issue of permissions from the designated authorities.

30. Information regarding award of work:

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.

31. 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 getting his bid security forfeited. 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.

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.10.10** (Modification and Withdrawal of Bid) of NIT.

32. 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.

33. Total Bid Price:

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

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

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

(b).Service Tax applicable for this work/service will be paid by the Contractor; hence the service tax applicable for this work/service should be shown separately in the BOQ/Price Bid to be quoted by the bidder.

After the award of work, Contractor will have to submit VAT Registration certificate on works contract from the state of Work, before execution of agreement.

34. Documents to be submitted by JV:

In case the works / 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) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.

35. Constituents of Contract Agreement:

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.

36. Performance Security:

Performance security shall be **10%** of the contract amount, and is to be submitted within 28 days of receipt of Letter of Acceptance (LOA)/ Work Order, by the successful bidder, in any of the form given below:

- a Money (Demand Draft) drawn in favour of '**Central Mine Planning and Design Institute Ltd, Ranchi** on any Scheduled Bank payable at its branch at Ranchi. The Earnest Money/ Bid Security deposited through NEFT /

RTGS shall be either returned or adjusted, as per bidders choice, when the Bidder has signed the Agreement and furnished the required Performance Security / Security Deposit in Cash / Demand Draft equivalent to the 10% of the contract value.

- b A Bank Guarantee in the form given in the Bid Document
 - c Govt. Securities, FDR or any other form of deposit stipulated by the owner.
 - d If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either–
 - (i) at bidder's option by a Nationalized / Scheduled Indian Bank or
 - (ii) by a foreign bank located in India and acceptable to the employer.
- The validity of the Bank Guarantee shall be for a period of 90 (ninety) days beyond the contract period of 12 months or extended contract period whichever is later.
- The Earnest Money/ Bid Security deposited through NEFT /RTGS shall be returned when the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit, when submitted in the form except (a) above.
- e Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.
 - f **Security money** shall be refunded after final approval / acceptance of Orthophoto mosaic prepared after acquisition of data from UAV, against the work order.
 - g The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.
 - h The refund of Security Deposit shall be subject to Company's right to deduct / appropriate its due against the contractor under this contract or under any other contract.

37. Additional Performance Security

Additional Performance Security shall be in accordance with the Clause 14 of the NIT, and is to be submitted within 28 days of receipt of Letter of Acceptance (LOA)/ Work Order, by the successful bidder, in any of the form given below:

- a A Bank Guarantee in the form given in the Bid Document
- b Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- c Money (Demand Draft) drawn in favour of '**Central Mine Planning and Design Institute Ltd, Ranchi** on any Scheduled Bank payable at its branch at Ranchi.
- d If Additional Performance Security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either –
 - (a) at bidder's option by a Nationalized / Scheduled Indian Bank or
 - (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of 90 (ninety) days beyond the contract period of 12 months or extended contract period whichever is later.

- e Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.

38. CMPF/EPF:

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

39. Rejection or split of tender:

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.

40. Employment of Local Labour:

- a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.
- b) If a contractor submits his bid and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

41. 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.

CMPDIL 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.

If services are not found satisfactory, CMPDIL reserves the right to cancel the contract.

भवदीय

General Manager (Geomatics)
Central Mine Planning and Design Institute Ltd (HQ)
Gondwana Place, Kanke Road, Ranchi - 834031

In case of any clarification:

Name of Contact Person: Mr. N.P. Singh, General Manager (Geomatics)

Contact Number : 0651-2230041/ 08987788927

Fax Number : 0651-2230041

e-Mail : gmgeomatics.cmpdi@coalindia.in

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

- 1.1 The Central Mine Planning & Design Institute Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful bidder should complete the work by the intended completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS:

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the [qualifying/eligibility criteria specified in e-tender Notice and at Clause no.-8 and 9, Section-1.](#)
- 2.2 The bidders shall have 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.

2.3 Joint Venture/Consortium Details:

Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Name of all the partners of a Joint Venture/ Consortium (not more than 3):

- a. Lead Partner
- b. Partner
- c. Partner.

Joint Venture (JV)/Consortium must comply the following requirements:

- i) Following are the minimum qualification requirements for a joint venture.
 - a) The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the JV will be as deliberated under clause **8.2** of the NIT towards fulfillment of qualification criteria related to the experience.
 - b) The qualifying criteria parameter e.g. financial resources (Working Capital/turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause No. **9** of the NIT towards fulfillment of qualification criteria related to Working Capital/financial turnover.
- ii) The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all

- the pre-qualification requirements, subject to written approval of the employer.
- v) The JV Agreement must include the relationship between joint venture partners in the form of JV /Consortium agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
 - vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
 - vii) The JV / Consortium agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - viii) The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration/ letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
 - ix) The bid should be signed by all the partners of the Joint Venture.
 - x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
 - xi) The JV /Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
 - xii) The earnest money/ Bid security/ Bank guarantee can be submitted by the JV/ Consortium or one or more partners of the JV / Consortium.
 - xiii) The JV /Consortium agreement must be specific that it is valid for the project for which the bidding is done. If the JV /Consortium breaks up midway before award of work/ during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/ during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV /Consortium shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.
 - xiv) JV /Consortium agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
 - xv) JV /Consortium shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

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

2.4 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, technical specifications, 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.

- 2.5 The company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

3. QUALIFICATION OF THE BIDDER

- 3.1 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.2 Even though the bidders meet the above eligibility/ qualifying criteria, they are subject to be disqualified if they have:
 - a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

4. ONE BID PER BIDDER

- 4.1 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/ private limited firm or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, investigation report, existing works if any connected to the tendered work, drawings connected to the work if/ as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices.
- 6.3 Site Investigation Reports: The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the contract data, supplemented by any information available to the Bidder
- 6.4 The bidder is expected, before quoting his rate, to go through the requirement of materials, workmanship, specification and conditions of contract.

7. CONTENT OF TENDER DOCUMENT

7.1 The tender document comprises the documents listed in the table below:

Section – 1: e-Tender Notice

Section – 2: Instruction to Bidders

Section – 3: Conditions of Contract (General Terms & Conditions, Special Terms and conditions, special notes and & additional terms & conditions, etc.)

Section – 4: Various Forms / Format of Annexures

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The last date of giving clarification by the user department online will be up to 2 (*Two*) days before the last date of submission of bid. The department will clarify as far as possible and only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

8.2 In exceptional cases where a large number of queries from bidders are expected, the period for seeking clarification may be kept maximum up to 15 (fifteen) days before the end date of bid submission, but the minimum period given to the bidders for seeking clarification should not be less than 10 (ten) days in such cases.

8.3 The Tender Inviting Authority will be responsible for replying/responding to the clarification online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee of any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of bidders clarified online and also unanswered queries of bidders shall be referred in the TCR.

9. LANGUAGE OF BID

9.1 All documents relating to the Bid shall be in the English language.

10. BID PRICES

10.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

10.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/ heads/ sub-heads (If any) on this excel file.

10.3 All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed

by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

- 10.4 The Price bid in Excel format will be downloaded by the bidder and they will quote the rates, taxes & duties etc., as mentioned for his offered items on this excel file and upload the same Excel file during bid submission in Cover II. The price bid of bidder 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 bid.
- 10.5 The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service receiver (i.e. CMPDIL), to the service provider would be made only on the latter submitting a Bill/ Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/ deposit of service tax (share of service provider) is the responsibility of the service provider.
- 10.6 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.

11. CURRENCIES OF BID AND PAYMENT

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

12. BID VALIDITY

- 12.1 Bid shall remain valid for a period not less than *120 days* after the deadline for bid submission. A bid valid for a shorter period shall be rejected by the Employer.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be 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 for the period of extension.

13. BID SECURITY / EARNEST MONEY DEPOSIT

- 13.1 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 *Clause no.-5, Sec.1* of e-tender Notice.
- 13.2 Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the Employer as non-responsive.
- 13.3 The Bid Security/ EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidder who have not emerged as L-1 bidder after financial evaluation.
- 13.4 The Bid Security/Earnest Money may be forfeited:
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; OR
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

- (i) sign the Agreement; OR
- (ii) furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids.

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

14. EMD REFUND:

- 14.1 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).
- 14.2 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.
- 14.3 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.
- 14.4 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- 14.5 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.
- 14.6 The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids shall be submitted on line on the web [site https://coalindiatenders.nic.in](https://coalindiatenders.nic.in) within the date and time specified in the e-tender notice.
- 15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

- 16.1 The contractors bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid 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 bid.
- 17.2 Submission of bid shall be as detailed at *Clause no.-10, Sec.1* of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 Modification and withdrawal of bid shall be guided by *Clause no.-10.10, Sec.1* of e-tender Notice.
- 17.2 No bid withdrawal/ modifications shall be allowed after end date and time of Bid submission
- 17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document will result in the forfeiture of the earnest money.

18. BID OPENING

- 18.1 All bids are to be submitted on line only at the web-site <https://www.coalindiatenders.nic.in> .
- 18.2 Bid opening shall be as detailed at **Clause no.-13** of e-tender notice.
- 18.3 Tenders [Cover-I (Technical-bid) and Cover-II (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.
- 18.4 The e-Procurement/tender system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder, while submitting the bid online. If the parameters furnished by bidder online, in an objective and structured manner, does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
- 18.5 After decryption and opening of bids, the system will show the lowest price (cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened.

19. EVALUATION AND COMPARISON OF BIDS.

- 19.1 Evaluation and comparison of Bids will be done on-line. This online evaluation will be validated by CMPDIL as deliberated at **Clause no.-13, Sec.1** of e-tender notice. The bidder shall also comply with system requirement as at **Clause no.-10.4, Sec.1** of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable.
- 19.2 After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- 19.3 In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days’ time or the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 10days x 24 hour duration shall be given.
- 19.4 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.

- 19.5 In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- 19.6 In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/ declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- 19.7 In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- 19.8 In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and confirmatory documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in **Clause no.-13.2 above**.
- 19.9 The process as mentioned at **Clause no. 13.2** shall be repeated till the work is either awarded or all the eligible bidders are exhausted
- 19.10 In case none of the bidders complies the technical requirement, then re-tender will be done.
- 19.11 The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same Tender Inviting Authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the following penalties shall be imposed on the defaulting bidders.
- 19.12 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.
- 19.13 After evaluation of the price analysis, the company may require that the amount of the performance security/ security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.
- 19.14 Additional performance security may be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security may be the difference between 85% of the owner's justified price and quoted price.

Such 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.

20. Revocation of Tender Process:

- 20.1 There may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender.
- 20.2 In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (Technical-bid Opening or Price-bid Opening stage) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Tendering system has been introduced with an objective to abide by the Court's verdict or to

ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

21. AWARD CRITERIA

- 21.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:
- a) Qualified in accordance with the provisions of *Clause no.-8, Sec.1* and
 - b) Eligible in accordance with the provisions of *Clause no.-9, Sec.1*.

22. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

- 22.1 The Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 23.1 The Bidder, who's Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period in writing by e-mail/confirmed by registered letter.
- 23.2 The notification of award will be followed by issue of Work Order, by the employer. The notification of award will constitute the formation of Contract. The works should be completed as per period specified in the NIT, from the date of issue of letter of acceptance issued by department/employer.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful bidder, on a *stamp paper* of cost *not less than ₹ 5*, in the prescribed format, the cost of which has to be borne by the successful bidder.

** Agreement shall be applicable only for award value worth Rs.5 Lakhs or More.*

- 23.4 In case of failure to enter in to agreement in specified period or extended period, the department in addition to other penal measures shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.
- 23.5 The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of NIT.
- 23.6 The contractor shall enter into and execute contract agreement in the prescribed form. 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 copy, additional cost to be charged. 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.

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

24. PERFORMANCE SECURITY / SECURITY DEPOSIT

- 24.1 Security Deposit shall consist of two parts:
- a. Performance Security to be submitted at award of work and
 - b. Retention Money to be recovered from running bills.
- 24.2 The security deposit shall bear no interest.
For details refer **Clause no.-4** of Conditions of Contract (**General terms and Conditions**).
- 24.3 *Earnest Money Deposit of the successful tenderer will be refunded on submission of Performance Security. If the contractor failed to submit the security deposit within the specified period, earnest money deposit shall be forfeited.*

25. EMPLOYMENT OF LABOUR

- 25.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and shall have to make payment to all workers engaged in line with the minimum wages to the contractor workers of different categories as applicable on date.

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns..

- 25.2 The bidder shall also comply with statutory requirements.

26. LEGAL JURISDICTION

- 26.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of The Court of Ranchi only.

27. e-PAYMENT

- 27.1 The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. **Enclosed Annexure-A4** be filled in and submitted along with the Bid.

28. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY.

- 28.1 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 treated as a breach of contract.

GENERAL TERMS AND CONDITIONS

1. Definitions

- i. The word **"Company"** or **"Employer"** or **"Owner"** wherever occurs in the conditions, means the **Central Mine Planning & Design Institute Limited (CMPDIL)**, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word **"Principal Employer"** wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word **"Contractor/ Contractors"** wherever occurs means the successful Bidder/ Bidders who has/have deposited the necessary Earnest Money and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v. The term **"Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi. **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vii. **"Engineer-in-charge"** shall mean GM (Geomatics), CMPDI or his authorized representative, who is competent to direct supervisors and authorized 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.
- viii. 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.

- ix. A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x. The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi. "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii. "**Contract amount**" shall mean: 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.
- xiii. "**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.
- xiv. "**The constructional plant**" means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv. "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi. "**Department**" means the **Geomatics Department** of Central Mine Planning and Design Institute Limited, Ranchi
- xvii. "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii. The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents:

- i) Notice Inviting Tender/ Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.
- vii) Safety Code etc.

- 2.1** The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at **ANNEXURE A-7**). 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 that of the cost of the Tender Document (Application Fee). 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 Tender Evaluation & Bid Assessment:

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

2.4 Negotiations:

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders. Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

Letter of Acceptance 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 work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

2.6 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 schedule 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. Drawings.
- d. General specifications.

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

- 3.2** Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or relieve the contractor from discharging his obligations under the contract including execution of work according to the Drawings and/or 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 either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
- d. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

4. Security Deposit:

- 4.1 Security Deposit shall be as per **Clause no.-36 of e-Tender Notice (NIT)**.

The security deposit shall bear no interest

- 4.2 The Bank Guarantee towards security deposit/ Addl. Performance security deposit shall be acceptable only for values above ₹ 50,000/- and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more. Bank guarantee is to be submitted in the format prescribed by the company. Bank guarantee shall be irrevocable and will be from amongst Nationalized/Scheduled Banks.
- 4.6 The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

5. Deviations/Variations in Quantities and Pricing

- 5.1 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted and the dispute / disagreement as to the nature of deviation or the rate / rates to be paid thereof shall be resolved separately with the company.
- 5.2
 - a) The management may allow the time extension for completion of the contracted quantity which are due to department's failure at the existing rate.
 - b) In all other extensions of time or quantity or both the management may allow time extension for completion of the contracted quantity/extended quantity at the existing rate or the rate finalized in next tender whichever is lower.
 - c) No claim shall lie on the company for such variation in quantity whether increase or decrease. Tenderer must be in a position to increase the fleet strength to achieve the extra increased quantity within 15 days' notice.
- 5.3 The re-appropriation / reallocation of quantities may be done with the approval of Engineer –in-Charge within the stipulated contract period and contract value with the approval of approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of subsidiary company.

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

Time is the essence of the contract and as such all works shall be completed within the time

stipulated in the contract/ work order.

- 6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, 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, failing which to forfeit the Earnest Money deposited by him.

- 6.2 **LIQUIDATED DAMAGES CLAUSE:** The Bidders will confirm their acceptance of the following:

In the event of failure to complete the work within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the work order and in the event of breach of any of the terms and conditions mentioned in the work order, CMPDI, shall be entitled at its option to enforce the following:

- a) To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5% (Half Percent) of the work value for each week or part of a week during which the completion and submission of such work may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Geomatics Department.
- b) To cancel the work order and to get the work done at the risk and expenses of the defaulting contractor and also/or
- c) To get the work done elsewhere after notice to the successful Bidder on the account and at the risk of the defaulting contractor.
- d) Whenever under this contract any sum of money is recoverable from and payable by the contractor, CMPDI Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful Bidder in this or any other contracts. Should this sum be not sufficient to recover the full amount recoverable, the successful Bidder shall pay on demand to CMPDI the balance amount. The contractor shall not be entitled to any gain on any such purchase.
- e) To forfeit the security deposit fully or in part.

- 6.3 Extension of date of completion- on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

Hindrance register should be maintained for recording the force majeure conditions/ hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-in-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the

contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

6.4 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement. Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

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

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

- 6.6 (a) The successful bidder/ contractor will advise, in the event of his having 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 clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

7. Quality Assurance

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

8. Payment Terms:

100% (Hundred percent) Payment will be made within 21 days from the date of submission and acceptance of the soft and hard copies of photographs and of Ortho-photo mosaic. The bill should be submitted in triplicate to the General Manager (Geomatics), CMPDIL HQ, Ranchi for arranging payment.

9. Termination, Suspension, Cancellation & Foreclosure Of Contract:

The company shall, in addition to other remedial steps to be taken as provided in the condition 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 General Manager, 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) 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
- d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company or
- e) obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering or
- f) transfers, sub-lets, assigns 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.

9.1 The contract shall stand terminated under the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c) 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 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.

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

- a. To take possession of the site and carry out balance work through any other agency.

- b. after giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.
Or
- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of clause 6.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

9.3 Suspension of work-The company shall have power to suspend the progress of the work 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 the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason 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.

9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.

The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts papers relevant documents as may be necessary to enable the Engineer-in-Charge 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 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 herein before, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

10. Carrying out part work at risk & Cost of contractor:

10.1 If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days" notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

10.2 Completion Certificate:

On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion Certificate shall be issued by the Engineer-in-Charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract work and refund of security deposit shall, however, be as per relevant clause of the contract.

11. Responsibilities of the Contractor

- i) The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/ contractors will have to remove him within hours of such orders.
- iii) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

- iv) The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulation applicable to his/their work.
- v) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor/ contractors organisation and the progress made by him/ them in the execution of the work as per the contract agreement.

vi) **Taxes & Duties:**

All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

- viii) The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such in 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.
- ix) The contractor/contractors shall make his/their own arrangement for all equipment, machineries materials, tools, staff and labourer required for the contract and any other charges for the completion of the work to the entire satisfaction of the company.
- x) No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.
- viii) The contractor/contractors shall have to make payment to all workers engaged at the Minimum wages to the contractor workers.

Categorization of contractor's workers into Unskilled, Semiskilled, Skilled and Highly skilled shall be as per the norms adopted by the Ministry of Labour & employment, Govt of /India for non-coal mines. Where the existing rate of wages of any employee based on contract or agreement or otherwise are higher than the rates, the higher rates shall be protected and treated as the Minimum rate of wages for the contractor workers.

V.D.A. for industrial workers shall be Nil as on 01.04.2015 and the revised rate of V.D.A shall be paid over the consumer price index 202.83(base 2001=100) from 1st April and 1st October in every year, as notified by Ministry of Labour & Employment, Govt of India for the workers employed in scheduled employment for non-coal mines.

The contractor shall also comply with statutory requirements of various acts including under CL(R&A) Act.

The contractor shall not engage any person of less than 18 years of age.

The contractor/contractors shall not pay less than the wages fixed (notified and prevalent during submission of the bid for mining activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories. The payment of wages to the workers should be made through Bank.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The company shall have no liability whatsoever in this regard.

The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

12. **Settlement Of Disputes**

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

The contractor should make request in writing to the 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.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to GM (Geomatics). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the company.

If differences still persist, the settlement of the dispute shall be resolve in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

13. **Safety Code** [If applicable]:

13.1 Responsibility of Contractor

It shall be responsibility of contractor to ensure that:

13.2 Work is carried out as per general conditions of the contract and "Safety Code" for contractor's works he shall make officials, supervisors and workmen conversant about their duties.

- 13.3 Arrangement for adequate and effective supervision is made and actually exercised for this purpose every shift has to be placed under the charge of a shift-in-charge. This is without prejudice to the requirement of statutory provisions of adequate supervision by Company's supervisions.
- 13.4 Personal Protective equipment like safety shoes, safety belts, helmets, goggles, gloves etc. shall be provided to at a specific interval and used by the workmen employed directly or indirectly by him. Records about issue and receipt shall be maintained in a Register and entries shall be supported by signature/thumb impression of the workmen. The register shall be put up to the Site-in-charge/Safety Office for his scrutiny and counter signature.
- 13.5 Provisions made in the statute such as Mines Act, 1952, Coal Mines Regulation 1957, Mines Rules 1955, Indian Electricity Rules 1956, Mines Vocational Training Rules, Mines Crèche Rules, Mine Maternity Benefit Act & Rules, 1966 etc. are complied with; copies of such rules, and shall be provided to the Shift-in-Charge/Supervisors.
- 13.6 No worker shall be taken on work unless his particulars, including the name and address of the nominees, are recorded in a separate Form „B“ Register, the entries of which shall be got countersigned from a specified representative of the management and this register shall be kept in custody of Training Officer of the mine.
- 13.7 Attendance of all workmen shall be recorded in the prescribed Register by specially authorized persons. This Register shall be presented to the Site-in-charge for his Scrutiny and signature.
- 13.8 The contractor shall ensure training of workers/labourers as per Vocational Training Rules in the Company's training center and the concerned trainee will be entitled for receiving stipend as per VTC Rules.
- 13.9 The cost of "Stipend" paid during the training period shall be factored in to while quoting price bid.
- 13.10 Company will extend the facility to impart VTC training to contractor's workers before they are deployed in a mine.
- 13.11 Training card shall be issued by VTC on completion of said training.
- 13.12 It is mandatory on the contractor that only Training Card Holder is allowed to work in the mine where outsourcing work is being carried out.
- 13.13 Regular checking will be carried out by Area Safety Officer to ensure that only Training Card holder is allowed to work in mine.
- 13.14 Workmen shall be trained by CMPDIL as per schedule to be drawn up separately for skilled, semi-skilled persons. Records of such training shall be maintained in the prescribed manner.
- 13.15 The cost of the training of contractor's workers shall be borne by the bidder / contractor.
- 13.16 Separate dress / uniform should be given to tipper drivers and pay loader Operators by bidder / contractor.
- 13.17 In case of any incident/accident, immediate rescue operation and removal of injured to Company's Hospital / Dispensary is done, immediate report to the management official is sent.
- 13.18 No person below 18 years of age is employed. No child on any pretext is allowed near the site of work.

14. Hours of work above ground:

The Mine Act 1952, Sec.30 is reproduced below:-

- 14.1 “No adult employed above ground in a mine shall be required or allowed to work for more than 48 hours in any week or for more than 9 hours in any day; provided that, subject to the previous approval to the Chief Inspector, the daily maximum hours specified in this sub-section may exceed in order to facilitate the change of shifts.
- 14.2 The periods of work of any such adult shall be so arranged that along with his interval for rest, they shall not in any day spread over more than twelve hours, and that he shall not work for more than five hours continuously before he has had an interval for rest of at least half an hour:
- Provided that the Chief Inspector may, for reasons to be recorded in writing and subject to such conditions as he may deem fit to impose, permit the spread over to extend over a period not exceeding fourteen hours in any day.
- 14.3 Persons belonging to two or more shifts shall not be allowed to do work of the same kind above ground at the same time:
- Provided that, for the purpose of this sub-section persons shall not be deemed to belong to separate shifts by reason only of the fact that they receive their intervals for rest at different times”.
- 14.4 Proper rest shelter facilities shall be provided, if the number of workers exceeds 50.

(SECTION-4)

Annexure–A1

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

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

To,
The Tender Committee
Central Mine Planning & Design Institute, Ranchi.

Sub.: Letter of Bid for the work ‘Generation of Orthophoto mosaic, Digital Terrain Model (DTM), contour maps and Volume Computation using Unmanned Aerial Vehicle (UAV) in NCL’

Ref.: 1. NIT No.: “-----“ (to be filled by the department)
2. Tender Id No. : “-----“ (to be filled by the department)

Dear Sir,

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

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

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

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

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning & Design Institute Limited.

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

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

1. PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished on-line and authenticity of the Documents uploaded on-line in support of his Eligibility:

FORMAT OF UNDERTAKING

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

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Central Mine Planning & Design Institute Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV, all partners are covered).
Or
*I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

DECLARATION CERTIFICATE

We do hereby declare that the contents of the offer against this tender has been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment /information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

i) I/We _____ Partner/Legal Attorney/Proprietor / Accredited Representative of M/s_____ declare that we are submitting our tender vide our offer No. _____ dated: _____

ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.

iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.

iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date:

Signature of the Tenderer:

Seal of the Firm:

Annexure-A4

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834008**

Sub: Authorization for release of payment due from **Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi** through Electronic Fund transfer/Internet Banking.

(SBI-NET)

Ref: Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____

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

1. Name of the Party : _____

2. Address of the Party : _____

City _____ PIN Code _____

E- Mail Id _____

Permanent Account Number _____

3. Particulars of Bank

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

4. Date from which the mandate should be effective.

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

Place:

Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp :

Date :

(Signature of the Authorized official from the Banks)

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm:

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To:

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031**

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission

or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

PROFORMA FOR EXECUTION OF AGREEMENT

STAMP PAPER.

This agreement is made on day of between **Central Mine Planning & Design Institute Limited** (Name of Company) having its registered office at **Gondwana Place, Kanke Road, Ranchi - 834031** (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 ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A: Tender Notice (Page ... to ...)
 - ii) Schedule-A: General terms & conditions. (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) The company has converted a sum of Rs.only, from the amount of Rs..... deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

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

Partner. _____ Signature

Partner _____ Signature

behalf of M/s.....The Contractor, as one of the constituted attorney, In the presence of –

1. Name _____ Address: _____ Signature

Occupation:

Signed by Srion behalf of _____ (Name of Company) in presence _____ Signature
of -

1. Name: _____ Address: _____ Signature

Format for AUTHORISATION TO DSC HOLDER BIDDING ONLINE ON BEHALF OF BIDDER

NON JUDICIAL STAMP PAPER OF APPROPRIATE AMOUNT

I/We do hereby authorise M/s / Mr/.....

Address

.....

.....

for online bidding on behalf of me/us for the e-tenders invited by **Central Mine Planning and Design Institute Limited (CMPDI)** on www.coalindiatenders.nic.in.

Signature/Seal of the DSC Holder Authorised
for online bidding on behalf of the bidder.

Signature & Seal of the bidder Authorising the
DSC Holder for online bidding.

PERFORMANCE SECURITY

[Format in case the Performance security is taken in Bank Guarantee]

Note:

- Beneficiary bank/ Branch IFSC Code:
- Beneficiary Bank / Branch Name with address:
.....

**Central Mine Planning and Design Institute Limited (CMPDI),
Kanke road, Gondwana Place, Ranchi
Distt. Ranchi -834008**

Dear Sir,

In consideration of M/s **Central Mine Planning and Design Institute Limited (CMPDI)** having its Registered Office at **Gondwana Place, Kanke Road, Ranchi** (Hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No.....dated..... issued in favour of M/s..... for (hereinafter referred to as “the contract” to accept the Deed of Guarantee as herein provided for ₹ from the Scheduled/ Nationalised Bank in lieu of Security Deposit to be made by M/s (hereinafter called “the Contractor”) for the due fulfillment of the terms and conditions contained in the said contract by the contractor. We theBank (hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agreed to pay the company to the extent of ₹on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/ negligence in performing the terms and conditions contained in the contract by the contractor and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

- We Bank agree that the company shall be the sole judge as to whether the said contractor has failed/ neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.
- We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.
- We, Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Bidder/Contractor of any terms or conditions contained in the said contract or by reason of the Bidder/Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not with hold the payment on the ground that the Company has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Company and the Bidder/ Contractor regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
 - a) We,.....Bank further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its

claims satisfied or Company certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidder/Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be given) (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

- b) We, Bank further agree with said Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract/ agreement or to extend time of performance by the said Bidder(s)/ Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Bidder/ Contractor and to forbear or enforce any of the terms conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder/ Contractor or for any forbearance act or omission on the part of the company or any indulgence by the Company, to the said Bidder/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the said Bidder/ Contractor beyond the period specified above, the Bank shall pay to the Company the said sum of ₹ (Specify the amount) or such lesser sum as may then be due to the Company and as the Company may demand.
- c) We,.....Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company, in writing.
- iv) The Bank has under its constitution power to give this guarantee and Mr....., Manager, who has signed it on behalf of the Bank has authority to do so.
- v) This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- vi) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or the extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.
- vii) Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to ₹and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
- viii) We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
- ix) This guarantee issued by Sriwho is authorized by the Bank.

Under jurisdiction of Ranchi court only.