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cmpdi

A Mini-Ratna Company

Tender Document

FOR

WATER PROOFING WORK OF QUARETRS OF CMPDI,RI-6 COLONY AT JAYANT.

NIT No: CMPDI/RI-VI/CIVIL/16-17/9042 **Date: 02.02.2017.**

E-Tender-notice

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

Name of work	Estimated cost (In Rs.)	Earnest Money (In Rs.)	Completion Period(In Days)
Water proofing work of quarters of CMPDI colony at Jayant.	4817596.00	48176.00	90

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD(CIVIL),CMPDI,RI-VI,JAYANT, SINGRAULI. Mobile No-9425177059 Landline-07805-222808.	Rakesh, Asst.Mgr(Civil), Mobile No-9644594972.

2. <u>Time Schedule of Activities</u>

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	As per coalindiatenders.gov.in site
b.	Document download start date	
c.	Document download end date	
d.	Bid Submission start date	
e.	Bid submission end date	
f.	Start date for seeking Clarification on-line	
g.	Last date for seeking Clarification on-line	
h.	Last date of receipt of EMD (in case of offline payment of BG.)	
i.	Bid Opening date	

<u>Deposit of Bid Security (EMD)</u>:

3.1 The bidder will have an option to submit EMD through ONLINE

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

<u>4 Pre-bid Meeting</u>: Not applicable.

<u>5. Clarification of Bid</u> : The bidder may seek clarification on-line within the specified period.

However, the management will clarify, as far as possible, only the relevant queries.

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

7. Eligible Bidders: In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (https://coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No: **8** of the NIT.

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8. Eligibility Criteria:

8.1 Work Experience : The intending tenderer in its name or as a member of a Joint Venture (to the tune of its proportionate share), having experience of successfully completed similar works, as a prime contractor during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

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

The work experience of only those works shall be considered for evaluation purpose, which are completed on or before the last day of the month previous to one in which e-Tender has been invited i.e **30.12.2016**. **The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as acceptable, if the construction part is completed on last day of eligibility period, even if, maintenance work is going on, and the certificate issued clearly stipulates the same.**

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

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

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

The definition of similar work shall be as follows:

"TARFELTING WORK (SIMILAR TO BOQ)."

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

i. Start date & End date of each qualifying experience (similar work).

ii. Agreement number/Work Order number of each experience.

iii. Name and address of Employer /Issuing authority for such Work Order for each experience certificate.

iv. Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % (percentage) of share in case of a Joint-Venture.

v. Executed Value of Work against each experience certificate.

vi. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

a) In case of completion of single work of similar nature costing not less than the amount equal to 80% of the estimated cost put to the tender:-

OR

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to the tender:-

OR

i) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to the tender.

OR

c) In case of completion of three works of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender:-

8.2. Financial-Turnover : Average annual financial turnover during the last 03(three) years ending 31st March, 2016 should be at least 30% of the estimated cost put to tender.

The intending bidder must submit documentary evidence in support of above in the form of certificate from chartered accountant or audited balance sheet or suitable acceptable documents.

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

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

i) Annual financial turnover of each of the last 3 years (last three years shall be considered as stated above).

ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover-certificate

iii) Membership-Number of the Chartered Accountant (CA).

iv) Date of issue of financial turnover certificate by the CA.

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

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

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

8.4 VAT/Sales Tax Registration on Works Contract: The bidder should have a VAT/ Sales Tax Registration applicable for works contract issued by the Sales Tax department of any Indian State. In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

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

Note: In case the bidder is a Joint Venture, each individual partner of JV should possess a VAT/Sales Tax Registration on works contract issued by Sales Tax Department of any Indian State.

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

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

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

Or, A Body Corporate,

Or, other than above three categories,

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

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

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

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

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

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

ii. The Certificate of Incorporation.

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

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

c. Status: A Body Corporate:

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

9. Submission of Bid:

a. i) IIn order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (https:/coalindiatenders.gov.in) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority
(CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the bids are to be submitted online and on the website https://coalindiatenders.gov.in. No bid shall be accepted offline.
ii) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

The bidder should strictly comply with following instructions:

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

Part-I/cover-I and OID:

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

Part II/cover-II:

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

b. Confirmatory Documents:

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

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

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

Sl No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria(confirmatory documents)
1	Letter of Bid (LoB)	Letter of Bid (LoB) on the bidder's letter head, in prescribed format (**Annexure- IX**)
2	Earnest Money Deposit **(Ref: clause: 3 of NIT)**	As per clause no 3.0 of NIT.
3	Work Experience **(**Ref: clause**: 8.1** of NIT**)**	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. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. Work order , BOQ and/or TDS may be sought during clarification or along with deficient documents
4	Financial Turnover (Ref: clause: **8.2** of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India
5	Authorization for Digital Signature Certificate	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
6	Undertaking	A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document **(Annexure-X).** Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
7	Mandate Form for Electronic Fund Transfer.	Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa**. (As per annexure- VIII).**
8	Authorization for using ISI marked tarflet/Certificate regarding authorized applicator of ISI marked tarfelt.	Confirmatory document for authorization.

9.	Details of tarfelt to be used/Make of tarfelt to be used/Certification for ISI product.	Submit documentary proof regarding tarfelt to be used and regarding ISI Certification of tarfelt.
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.		

Cover-I - Other Important Documents (OID):

Sl. No.	**Submission Documents related to Eligibility Criteria**	**Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)**
1.	Legal Status of the bidder	Any one of the following document : i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder. ii. Partnership deed containing name of partners iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder
2.	Valid Permanent Account Number (PAN) (**Ref: clause 8.3 of NIT**)	Copy of PAN card issued by Income Tax department, Govt. of India.
3.	Sales Tax/VAT Registration. **(Ref: clause 8.4 of NIT**)	Certificate of registration issued by VAT/Sales Tax authority of any Indian state/UT..
4.	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. (**Ref: clause 8.5 of NIT**)	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.

C. Letter of Bid: The format of Letter of Bid (as given 'ANNEXURE-IX') will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be signed by the bidder or any authorized person of bidder or a DSC holder, bidding online with authorization from the bidder 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, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

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 or Percentage 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(i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

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

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

The L-1 will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Service Tax Status from the following list given in the BOQ:-

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.

NOTE:

(i) A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Rupees Ten Lakhs in the preceding financial year.

(ii) Body Corporate i.e. a Company registered under Companies Act, 1956.

(iii) Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship and Partnership.

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

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

SYSTEM FOR DECISION OF L-1:

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

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

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

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

For calculation of Overall Bid Value, share of Service Tax required to be paid by the Bidder as well as by the CMPDIL (as per reverse charge mechanism & status of the Bidder effective from01.07.2012), taken by the system will be ignored excluding Swachchh Bharat Cess (SBC) & Krishi Kalyan cess to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders including Swachchh Bharat Cess (SBC) & Krishi Kalyan cess but excluding Service Tax. This value of the bidder will be "the cost to Company". Then share of Service Tax to be deposited by bidder will be added with Overall Bid Value and Swachchh Bharat Cess (SBC) & Krishi Kalyan cess to be paid by CMPDIL shall be deducted to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

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

Type of Works Contract	% value of work on which service tax is payable by both the bidder & Cmpdi.	STATUS OF THE BIDDER							
		I). Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate		II). Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate		III). A Body Corporate		IV). Other than 03(three) categories i.e. (I), (II) and (III) as mentioned in tabular format	
		% Share of Service Tax		% Share of Service Tax		% Share of Service Tax		% Share of Service Tax	
		Bidder /Agency)	CMPDI	Bidder (Agency)	CMPDI	Bidder (Agency)	CMPDI	Bidder (Agency)	CMPDI
1	2	3	4	5	6	7	8	9	10
a) Original works (i). all new constructions; (ii). All types of additions and alterations to abandoned or damaged structures on land that are required to make them workable. (iii). Erection, commissioning or installation of plant, machinery or equipment, or structures, whether pre-fabricated, or otherwise;	40	Nil	Nil	Nil	7.50	15.00	nil	7.50	7.50
b). Maintenance or repair of reconditioning or restoration or servicing of any goods	70	Nil	Nil	Nil	7.50	15.00	Nil	7.50	7.50
c). Other works contract [other than (a) and (b) above] including maintenance, repair**, completion and** finishing services such as glazing, plastering, floor and wall tiling, plastering, installation of electrical fitting of an immovable property	70	Nil	Nil	Nil	7.50	15.00	Nil	7.50	7.50
d). All Services other than Reverse Charge Mechanism Services including Works contract.	100	Nil	Nil	Nil	Nil	15.00	Nil	7.50	Nil
e). Services exempted from Service Tax	NIL								

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

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

11. <u>System Requirement</u>: It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

12. <u>Opening of Bid</u>:

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

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

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

13. <u>Evaluation of Tender</u>:

i) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

ii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days' time or the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 10days x 24 hour duration shall be given.

iii) <u>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.</u>

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

v). In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then his bid shall be rejected and the EMD or Rs. 1.00 lakh, whichever is lower, of L-1 bidder will be forfeited.

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

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

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

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

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

xi) The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same Tender Inviting Authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the following penalties shall be imposed on the defaulting bidders.

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

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

15. <u>Auto Extension of Critical Date:</u>

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

· Last date of submission of Bid.

· Last date of receipt of EMD.

· Date of Opening of Tender.

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

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

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

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

3. After two extensions, the tender shall be opened irrespective of available number

of bids on the extended date of opening of tender.

16. <u>One Bid per Bidder</u><u>: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a</u> Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified.

17<u>. Refund of EMD:</u>

a). If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received(except the cases where EMD is to be forfeited).

b). No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

c). If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.

d). In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

e). If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

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

18. <u>Site Visit</u>:

18.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

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

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

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

19<u>. Taxes and Duties</u>: All Duties, taxes (excluding Service Tax) and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder. Applicable Service Tax on the works will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory Authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever. The successful bidder shall submit the invoice as per Service Tax Rules to enable CMPDIL to claim CENVAT CREDIT.

20. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

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

22. Currencies of Bid and Payment: The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

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

24. Handing Over of Site: On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

25. Deployment of Manpower and Machineries: The tenderer(s) will deploy sufficient number and size of equipment /machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

26. Change in Constitution of the Contracting Agency: Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

27. Canvassing in Tender: Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

28. Letter of Acceptance (LOA)/Work Order/Agreement: The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post/speed post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

29. Bid Validity: The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer’s request and the bidder’s responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be the Company will be entitled to take action as per clause No.30 (Modification and Withdrawal of Bid) of NIT

30. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

30.1 Standard Operating Procedure for Withdrawal of Bid:

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

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

30.2 Acceptance of Withdrawal:

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

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

(i). The EMD will be forfeited and

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

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

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

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

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

31. Postponement of scheduled date(s): The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

32. Public Enterprises preference: The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

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

34. Sub-letting of Work: No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in - Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

35. VAT Registration certificate on Works Contract: If the tenderer is awarded the work, he will have to submit VAT Registration certificate on works contract (if applicable) from the state of **Madya Pardesh**, before execution of agreement. However, VAT clearance certificate from the state of **Madya Pardesh** shall be submitted by the said tenderer before release of any payment.

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

38. Prohibition of Child Labour engagement:

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

39. Compliance of Applicable Labour Laws:

a. The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

a. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

b. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality ie Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**

c. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

d. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

e. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.

f. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

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

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

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

j. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.

k. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement

l. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen’s' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

40. <u>Splitting up of the work</u>: The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety**.**

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

Special Terms and Conditions

1. The quoted price should be inclusive of all taxes including service tax. Service tax will be applicable as per rule/practice in CMPDI.

2. This is percentage rate tender. Tenderers are required to quote percentage rate above or below the quoted rates in percentage. If any tenders fails to comply with the requirement, this may lead to possible rejection of the tender.

3. Guidelines, Specifications and terms and conditions etc. are applicable as per CIL manual for civil engineering works if not mentioned above.

4. CMPDI authority has reserve the right to discontinue or terminate the contract as and when it is found to be necessary.

5. No escalation shall be payable for the work on any account.

6. Contractor shall arrange for storage and security of materials at his own cost. Work has to be performed with due safety and security.

7. Any liabilities arising during performance of contract to any authorities shall be at the risk and cost of the contractor.

8. Water charges will be deducted if water will be provided by CMPDI.

9. All running account bills will be paid at 95% of work. The 5% deductions will be the security deposit. This part shall be released after defect liability period of 5 years.

10. Bidder have to agree for 5 years water proofing guarantee and tarfelt to be used must conform to ISI certification. They have to execute a warranty bond as per Performa at Annexure-B

HOD(CIVIL)
Regional Institute -6
CMPDIL, Jayant, Singrauli.

Distribution:-

1. RD, RI- VI-for kind information
2.ES to RD (2 Copies) - For display on notice board of RI-VI Office and notice board of maintenance office at colony.
3.GM(C), CMPDI, GM (Civil), NCL, Singrauli }
4.Staff officer (Civil) - Nigahi/ Jayant/} With a request to kindly
CWS/ Dudhichua} display the tender notice
5. OIC, CMPDI Drilling Camp Singrauli.}
6.HOD(C), RI- I,II,III,IV,V,VII
7.Members - Tender Committee
8. Vigilance officer, CMPDI-RI-VI
9. Cashier, RI-VI
10. HOD (EP & CM),CMPDI HQ, Ranchi.

SECTION -3

LETTER OF BID
&
FORMATS

<u>Annexure -IX</u>

FORMAT OF LETTER OF BID

LETTER OF BID SHOULD BE PRINTED ON THE LETTER HEAD OF THE BIDDER **(**As Enrolled Online on e-Procurement Portal of CIL**)**

To

To,
The HOD (CIVIL),
CMPDIL,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Letter of Bid for the work…………………..

Ref No. : ……………………………………………………………………

Tender Id No.: ………………………..

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website.

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

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

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

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

Annexure -X

"Format of Undertaking for Execution of Supply Order"

LETTER HEAD OF BIDDER

To,
The HOD (CIVIL),
CMPDIL,
Regional Institute-6, Jaynat, Singrauli-486890

Sub: Certificate for Execution of Work Order.

Ref: Tender No………………….Date:…………………..

Tender ID: (will be taken from the TENDER DETAIL page of this tender in the Website: http://coalindiatenders.gov.in)

Dear Sir,

This is to certify that the items covered in the following supply order (s) uploaded in support of the eligibility for participation against the subject tender have been successfully executed by us:-

SI.No	Work Order No.	Date of Work Order	Name of the Company
1			
2			

We also certify that the information provided by us are correct & true. If the said information is found to be incorrect or false, CMPDI may initiate penal action against us as per the provision of the NIT and/or CIL guidelines.

Yours faithfully,

(Signature of Bidder)

Company Seal

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

1. I/We are submitting tender for the work
…………………………………………………………………
…………………………………………………………………
…………………………………………………………………
against Tender Notice No. ----------------------- dated ----------

2. None of the partners of our firm is relative of employee of CMPDI.

3 All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true.

4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.

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

6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any
Public Sector Undertaking.

OR

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

Signature of the Tenderer

Dated----------------

Seal of Notary

<u>Annexure -VIII</u>

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To
Central Mine Planning & Design Institute Limited,
Regional Institute-6, Jaynat, Singrauli-486890

Sub:Authorization for release of payment due from **Central Mine Planning & Design Institute Limited**, **Regional Institute-6, Jaynat, Singrauli-486890** through Electronic Fund transfer/Internet Banking.
(SBI-NET)

Ref:Order No.______________ Date __________ and/or Tender/Enquiry/Letter No. __________ Date ____________
(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. Name of the Party:____

2. Address of the Party:____

____
City ________________________PIN Code____________
E- Mail Id _______________________________________
Permanent Account Number ________________________________

2. 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)

PORFORMA FOR AGREEMENT FOR WTAER PROOFING WORKS.

ANNEXURE-B

To be Submitted by Bidder-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN
RESPECT OF WATER PROOFING WORKS.

The agreement made this……………………………………..day of……………………………Two thousand
and………………………………between…………………………………………..(hereinafter called Guarantor of the one part) and……………………………………………Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated…………………….and made between the GUARANTOR OF THE ONE part and the……………………………………Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.
NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.
Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

1. Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
2. Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
3. The decision of The Engineer-in-Charge will regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by ………………Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.
That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of los and /or damage and/or cost incurred by…………………..Coalfields, the decision of the Engineer-in-Charge will final and bindings on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor………………and by………………and for and on behalf of…………………………………Limited on the day, month and year first above written.
Signed, sealed and delivered by Guarantor in the presence of-
1.

2.
Signed for and on behalf of……………………………Limited by…………
In presence
1.
2.