



सीएमपीडीआई  
**cmpdi**  
*A Mini-Ratna Company*

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## **Tender Document For**

**CONSTRUCTION OF TWO WHEELERS STAND AT OFFICE PREMISES OF RI-1 CMPDI,  
ASANSOL**

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**December 2017**  
Regional Institute-I  
**Central Mine Planning & Design Institute Ltd.**  
(A Subsidiary of Coal India Ltd.)  
(An ISO 9001:2008 Certified Company)  
GT Road (West End)  
Asansol - 713304 (West Bengal)

	 <b>A miniratna company</b>	<p>सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट)  आसनसोल-७१३३०४  <b>CENTRAL MINE PLANNING &amp; DESIGN INSTITUTE LIMITED</b>  Regional Institute – 1, G. t. Road (w), Asansol – 713304  Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R),  EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935  Email: cmpdi1@sancharnet.in, cmpdi_asl@dataone.in</p>	 <b>ISO 9001:2000</b> <b>Cert No.CI/8656</b>
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**NIT No: CMPDI/RI-I/Civil/e-Tender/ 2017-18/1019**

**Date: 30.12.2017**

### **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	Earnest Money	Completion Period
Construction of two wheelers stand at office premises of RI-1 CMPDI ASANSOL.	INR 2,97,948.00	<b>3800</b>	60 Days

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
A.K.SINGH, Dy. G.M. (Civil), RI-I, CMPDIL, ASANSOL, West End G.T. Road, Asansol. PIN- 713304. Contact: 0341-2252086, 2252001 Mobile: 09434790513	P.SINGH , A.M. (Civil), RI-1, CMPDIL, ASANSOL. Contact: 09635060266

### **2. Time Schedule of Activities**

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	<b>04.01.2018 1100 Hrs</b>
b.	Document download start date	<b>05.01.2018 1130 Hrs</b>
c.	Document download end date	<b>15.01.2018 1500 Hrs</b>
d.	Bid Submission start date	<b>05.01.2018 1130 Hrs</b>
e.	Bid submission end date	<b>15.01.2018 1600 Hrs</b>
f.	Start date for seeking Clarification on-line	<b>05.01.2018 1100 Hrs</b>
g.	Last date for seeking Clarification on-line	<b>10.01.2018 1700 Hrs</b>
i.	Bid Opening date	<b>16.01.2018 1600 Hrs</b>

**NOTE : ( Important):- Auto Extension in critical dates may be done as per clause no. 15 Of the NIT.**

### **3 Deposit of Bid Security (EMD):**

**3.1** The bidder will have an option to submit 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 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.

**3.2** In case of exemption of EMD the scanned copy of document (attested by a notary public) In support of exemption will have to be uploaded by the bidder during bid submission. However this, this option is to be enabled only in those cases where the exemption of EMD Is allowed as per NIT.

**NOTE:**

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in The payment gateway.

**Clarification:** No exemption of EMD for any bidder. However, in the online portal, if option of Exemption of EMD is mentioned as YES, then it is only to facilitate the bidder to upload Detail of EMD in case of foreign currency.

**3.2.1 for Foreign Bidders:**

Overseas Bidders can make payment of EMD through Direct Foreign Remittance to CMPDI, Bank

Account, the details of which are as under:-

1. Name of Account: Central Mine Planning and Design Institute Limited;
2. Account No.: 916020064660613;
3. Bank Name: Axis Bank Limited;
4. Branch Name: Ranchi Branch
5. Branch Code: 106
6. IFSC Code: UTIB0000106;
7. SWIFT Code: AXISINBB106;

While submitting the tender on-line the foreign bidder should upload a document (.pdf file) Clearly specifying the transaction reference number / documentary evidence showing such Remittance, in the space provided against 'Upload EMD exemption document' which should be Digitally signed before moving on to the Next Page.

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

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

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

**7. Eligible Bidders:** In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India

and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No: 8 of the NIT.

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

i) Following are the minimum qualification requirements for a joint venture.

a). The minimum qualification requirements for Joint Venture : The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under clause 8 of the NIT towards fulfilment of qualification criteria related to the experience.

b) The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause No. 8. of the NIT towards fulfilment of qualification criteria related to financial turn over.

ii) The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the prequalification

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 severely for the proposed agreement which

should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to

execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed

by legally authorized signatories of all the partners at the time of bidding.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed jointly by each Joint Venture Partners.

Subsequent

declaration/letters/documents shall be signed by the lead partner authorized to sign on behalf of

the Joint Venture or by the authorized signatory on behalf of the JV.

ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

xi). The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfil eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.

xii) The earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more

partners of the JV.

xiii) The JV agreement must be specific that it is valid for the project for which the bidding is done.

If the JV breaks up midway before award of work/during bid validity period the bid will be rejected.

If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period

of 12 months in CMPDIL.

xiv) JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.

xv) JV shall open a bank account in the name of the JV and all payments due to the JV shall be

credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

## **8. Eligibility Criteria:**

**8.1 Work Experience :** The intending tenderer in its name or as a member of a Joint Venture (to the tune of its proportionate share), having experience of successfully completed similar works, as a prime contractor during last 7 (seven) years ending 30<sup>th</sup> November 2017 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 subcontractor

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/Gov. 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 (date should be mentioned). **The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as acceptable, if the construction part is completed on last day of eligibility period, even if, maintenance work is going on, and the certificate issued clearly stipulates the same.**

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period. The cost of previous completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365 considering 365 days per year). This weightage will be applicable after the end date of experience (date of completion of work) before the last day of month previous to one in which e- tender has been invited.

In case the bidder is not a prime contractor but a sub-contractor, the bidder experience as subcontractor 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:**

“Execution of any kind of Building (civil and allied electrical & mechanical works) works.”  
In respect of the above eligibility criteria the bidders are required to furnish the following information on-line.

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

**Note:** In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV shall be deliberated here-in-after towards fulfilment of qualification criteria related to the work experience in the following manner:

**(Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.)**

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:-

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

OR

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:-

i) Any one partner of JV can match the above requirement.

OR

ii) 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:-

i) Any one partner of JV can match the above requirement.

OR

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender.

OR

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender.

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

i) More than 50% share in the Joint Venture, and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of the estimated cost put to tender.

**8.2. Financial-Turnover :** Average annual financial turnover during the last 03(three) years ending 31st March of 2017 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.

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

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

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

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

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

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

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

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

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

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

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

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

Note: In case the bidder is a Joint Venture, each individual partner of JV should possess Permanent Account Number (PAN) issued by the Income Tax Department, Govt. of India.

**8.4 Goods and Service-Tax:** (Not applicable for Exempted Goods/ Services):

The bidder should be either a GST registered body **or** GST unregistered body.

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 GST status of the bidder.

Scanned copy of documents are to be uploaded by bidders in support of information /declaration furnished online by the bidder(s) against the eligibility criteria as conformity document.

The following documents depending upon the status with regard to GST as declared by the bidder will find mention in the BOQ sheet:

**a. Status: GST registered bidder:** Required to submit a GST registration certificate i. e.

unique GST No. issued by an appropriate authority.

**b. Status: GST unregistered bidder:** Required to submit a certificate from a practicing Chartered Accountant having membership no. with Institute of Chartered Accountants of India that the GST unregistered bidder is compliance with relevant GST provision or act.

**C. Status: Other than above two categories:**

In case of a JV, a certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India, confirming the status of JV with regard to GST is compliant with relevant rules or a GST registration in the name of the JV.

NOTE: The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/ CMA/ CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

**For Example:** If the bidder is exempted from registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs, then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempted from Registration under GST Act, 2017.

The expression “**aggregate turnover**” shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.

**Technical evaluation by the System of tender and L-1 status:**

a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) Cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) Cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.)

b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) Cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.

c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

**State Unit / HQ City GSTIN**

(Provisional ID)

Jharkhand

HQ Ranchi

(HQ)

RANCHI **20AAACC7475N1ZI**

RI-II Dhanbad **20AAACC7475N1ZI**

RI-III Ranchi **20AAACC7475N1ZI**



Maharashtra RI-IV Nagpur **27AAACC7475N1Z4**  
Chhattisgarh RI-V Bilaspur **22AAACC7475N1ZE**  
Madhya Pradesh RI-VI Singrauli **23AAACC7475N1ZC**  
West Bengal RI-I Asansol **19AAACC7475N1Z1**  
Odisha RI-VII Bhubaneswar **21AAACC7475N1ZG**

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

d) The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier, so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.

e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.

f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.

h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.

In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.

j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

## **9. Submission of Bid:**

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

**9.2 Online Registration:** In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenderstenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying –Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of

cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the bids are to be submitted online and on the website <https://coalindiatenders.gov.in>. No bid shall be accepted offline.

**9.3 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 online 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.

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

**9.5** 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.

**9.6** 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.

**9.7 The bidder should strictly comply with following instructions:**

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

**Part-I/covers-I:**

- 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/covers-II:**

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

**9.8. 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 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- A-1**)

Note: In case of JV the LoB is to be signed by all partners

2 Earnest Money Deposit

(Ref: clause: 3 of NIT)

1. Demand draft/ Banker's cheque/ BPO /BG

2. Date of Issue

3. Name of issuing bank.

4. Amount

5. Valid up to OR Online UTR number

3 Work Experience

(Ref: clause: 8.1 of NIT)

For work experience bidders are 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(s) as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient/shortfall documents. In case of JV, aforementioned documents of partner(s).

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. (In case of JV, turnover certificate for each individual partner of JV).

5 Valid Permanent Copy of PAN card issued by Income Tax department, Account Number (PAN)

(Ref: clause 8.3 of NIT)

Govt. of India. Note: In case of JV, Copy of PAN Card of all the partners.

6 GST Registration (Ref: clause 8.4 of NIT)

a. GST registered bidder: Required to submit a GST registration certificate i. e. unique GST No. issued by an appropriate authority.

b. GST unregistered bidder: Required to submit a certificate from a practicing Chartered Accountant having membership no. with Institute of Chartered Accountants of India that the GST unregistered bidder is compliance with relevant GST provision or act.

C. Status: Other than above two categories:

In case of a JV a certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV with regard to GST is compliant with relevant rules or a GST registration in the name of the JV.).

7 Integrity-Pact

(applicable for tendered

value of Rs.2.00 Crore

& above).

Duly signed and witnessed Integrity Pact in the

prescribed format (**Annexure-A 7**). Note: In case of JV, Integrity Pact shall be signed by all the partners.

#### 8 Authorization for Digital Signature Certificate

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

9 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- A2**).

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

#### 10 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-A3**).

#### 11. 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
- iv. Joint Venture agreement(as per **Annexure A 12**) containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner

**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.

### 9.9 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.

### 9.10 Price- Bid/ Cover-II/ Part-II:

The Price bid containing the Bill of Quantity will be in (dot) xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and the bidder will quote the rates for all the 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. The L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the bidders 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 the 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 as put to tender).

The bidder will select the appropriate Goods and Service tax (GST) status from the following list given in the BOQ:

- I. GST Registered Bidder, OR
- II. GST Unregistered Bidder, OR
- III. Foreign Bidder.

#### **10. 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 L-1 bidder will be as per following 02(two) cases:

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

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company'

price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

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

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

**Contract Value:** The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules.

In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax- Authority.

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.

#### **11. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/ 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 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.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service receiver (i. e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor. However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities. Input tax credit is to be availed by paying authority as per rule. If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax- invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

## **12. Opening and Evaluation of Bids:**

- i) Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided on the basis of Cost to Company.
- ii) 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.
- iii) 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.
- iv) 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.

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

vi) 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 100% EMD of the L-1 bidder will be forfeited.

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, 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 (v) above.

ix) The process as mentioned at Clause no. (vii) 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) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

xii) **Penal Provisions:** If the L-1 bidder happens to be defaulter upon verification of documents uploaded, 100% EMD of defaulting bidders will be forfeited.

Note: The penal provisions will be squarely applicable to all those firms whose documents are examined

on account of treating them as L1 successively.

xiii) 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.

xiv) 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.

xv) 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-A6**).

xvi) Any tender hosted on the e-Procurement site must be logically concluded i.e. either Letter for Award of work is to be issued at AOC page on e-Procurement portal in online mode or the tender is to be cancelled/ retendered online through corrigendum.

### **13.0 Tender cum Reverse Auction: [If not required, this clause should not be incorporated in the NIT]**

For work value of INR 100 lakh and above, tender evaluation process will be done through Reverse Auction Process (RAP) and process will be as follows:

**A.** The Reverse Auction Process will require option of selection of "Tender cum Auction" in 'Form of Contract' in the e-Procurement portal of CIL, at the time of creation of tenders of value INR 100 lakh and above.

**B.** Reverse Auction will be initiated after opening of price-bids, as detailed above in case of normal tenders.

**C.** Bid opening time will be 11.00 AM on any working day as mentioned in the NIT. Upon opening of the price bids, a reverse auction platform will be created within 2 hours of opening of bids, displaying only the item wise L-1 prices received. However, no indication will be available in the portal to anybody regarding number of bids and *names of bidders*.

**NOTE:** Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.

**D. H-1 bid will be eliminated during price bid opening, if more than three technocommercially acceptable bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction.** If two or three bidders have quoted same H-1 landed cost (i.e. Cost to the Company), the bidder(s) who submitted / frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.

**E. The 'Start Bid' price will be lower of the following two:**

a). L-1 price, OR b) Approved Estimate / Justified price + 10% + applicable GST including GST Compensation Cess, if any, taking into consideration Input Tax Credit (ITC), if applicable.

#### **14.0 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 1.25 times** 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. Auto Extension of Critical Date:**

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

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

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

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

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

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

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

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

#### **17. Refund of EMD:**

a). If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected



bidders will be refunded at any stage directly to the account from where it had been received(except the cases where EMD is to be forfeited).

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

the one from where the money is received.

c). If the refund of EMD is not received by the bidder in the account from which the EMD has been made

due to any technical reason, then it will be paid through conventional system of e-payment. For this

purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.

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

forfeited by the department.

e). If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then

his/her EMD will be refunded automatically after the opening of tender.

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

to Performance Security Deposit.

#### **18. Site- visit:**

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

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

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

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

**19. 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.

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

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

**22. 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.

**23. 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.

**24. 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.

**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 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.

**27. Letter of Acceptance (LOA)/Work Order/Agreement:** The Bidder, whose bid has been accepted, will be notified on-line of the award 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.

**28. 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.

## **29. 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.

### **Standard Operating Procedure for Withdrawal of Bid:**

#### **i). Online Withdrawal of Bid:**

a) The system of on-line withdrawal is available on the e-procurement portal upto 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) 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

**ii). Offline Withdrawal of Bid:**

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.

**30.0 Performance Security:**

Performance Security should be 5% of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Asansol or branch at Asansol. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of "CMPDI LIMITED, REGIONAL INSTITUTE, ASANSOL" on any Scheduled Bank payable at its Branch at Asansol.

Performance Security should be **5%** of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

If 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 Scheduled Bank, or
- b. by a foreign bank located in India and acceptable to the employer.
- c. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.
- d. The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security /1st part of security deposit.

**30.2 Govt. Securities / FDR:**

Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

**30.3 Demand Draft: [Information to be furnished as the case may be]**

Demand Draft drawn in favour of CMPDI Ltd on any Scheduled Bank payable at its Branch at .....

The bid security deposited in the form of Demand Draft / Cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option. 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/ earnest money. In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

**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. 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.

**36. 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.

b. 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.

c. **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 i. e. west bengal. 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.**

d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. 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.
- l. 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
- m. 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.

### **37. 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 submitted his bid qualifies 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.

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

**39. 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.

### **40. 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 / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. 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 committee.

If differences still persist, the settlement of the dispute shall be resolved 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 through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

#### **41. Settlement of Disputes through Arbitration:**

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the Clause 40.

i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration: "In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract."

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

ii. In case of Govt. agencies, the redressed of disputes/ differences shall be sought through Sole Arbitration as under:

Sole Arbitration: "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to either party for Arbitration to the sole- Arbitrator in the Department of Public Enterprises to be nominated by secretary to the Govt. of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary. Department of Legal Affairs, Ministry of Law & Justice / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally

and conclusively. The Parties to the dispute shall equally bear the cost of arbitration as intimated by the Arbitrator”

**42. Non-disclosure/ Confidentiality clause:**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance ,invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI in NIT 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.

**44. Pre-Contract Integrity Pact:** (applicable for tenders with estimated cost exceeding Rs. 2.00 Crores): The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document. Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

**HOD(C)/DY.G.M.(CIVIL)**

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs means the Central Mine Planning and Design Institute Limited ( CMPDIL), represented by its Head Quarters or any of its Regional Institutes, who will employ the contractor represented by the appropriate authority.

ii) "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.

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 and any constitutional, or otherwise change of which shall have prior approval of the employer.

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**" The engineer in charge of a work may be from GM/HoD(C) TO Manager(C) Dy manager (C) level to be nominated by the competent authority issuing the same. The engineer in charge / Designated officer in charge will be clearly defined in the contract document. Engineer in charge / Designated officer in charge shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this particular contract only. The designated 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 Engineering-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:

a. in the case of turnkey contracts the total sum for which tender is accepted by the company.

b. in the case of other types of contracts the total sum arrived at based on the individual rate(s)/percentage rate(s) 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 person 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/ email 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 Civil Engineering Department of Central Mine Planning and Design Institute limited or its counterpart in any of its Regional Institutes.

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.

xix) Drawing/Plans shall mean all:

a. Drawings furnished by the owner with the bid document, if any, as a basis of proposal,

b. Working drawings furnished by the owner after issue of letter of acceptance of the tender to start the work.

c. Subsequent working drawings furnished by the owner in phases during progress of work, and

d. Drawings, if any, submitted by the contractor as per the provision of the contract and duly approved by the owner.

xx) "**Codes**" shall mean the following, including the latest amendments, and/or replacements, if any:

a. Bureau of Indian Standards relevant to the works under the contract and their specifications.

b. Indian Electricity Act and Rules and Regulations made there under.

c. Indian Mines Act and Rules and Regulations made there under.

d. Any other Act, rules and regulations applicable for employment of labour, safety provisions, payment of wages, provident fund and compensation, insurance etc.

## **2. Contract Documents and Miscellaneous Provisions:**

The following documents shall constitute the contract documents:

i) Notice Inviting Tender/Detailed Tender Notice and Instruction to Bidders.

ii) Articles of Agreement.

iii) Letter of Acceptance of Bid/ Work Order indicating deviations, if any, from the conditions of the contract incorporated in the tender document issued to the bidder.

iv) Conditions of Contract including General Terms & Conditions of contract/ Commercial

Terms & Conditions and Additional/Special Terms & Conditions of contract- as applicable.

v) Frozen terms & conditions/technical parameters and revised offer, if any.

vi) Specifications / scope of work-as applicable.

vii) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work along with accepted rates.

viii) Contract drawings and work programme.

ix) Safety Code etc. forming part of the tender.

x) Integrity Pact, if applicable.

**2.1** 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 additional copies, cost will 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.

**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** The local court, where the work is to be executed shall have exclusive jurisdiction in all matters arising under this contract.

**2.4** The contract agreement will specify major items of supply and services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition/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 this contract.

### **2.5 Acceptance of Offer:**

"Letter of Acceptance"- is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in in acknowledging the receipt will be treated as a breach of the contract and compensation for the loss caused by such breach will be declared by the company by forfeiting the EMD.

### **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 quantities, the specifications and/or drawing, the following order of preference shall be observed;

a) Description in the Bill of Quantities of work.

b) Particular specification and special condition, if any.

c) Drawings.

d) General specifications.

e) BIS specifications.

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

**3.2** Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work according to the drawing and specifications forming part of the particular contract document.

### **4. 0 Security Deposit:**

**4.1** Security Deposit shall consist of two parts;

a. Performance security to be submitted at award of work and

b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

**4.2 Performance Security** should be **5%** of contract amount and should be submitted within

28 days of issuance of LOA by the successful bidder in any of the form given below:

\* Bank Guarantee: A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at .....or branch ...at.....

NOTE: Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

The Bank Guarantee shall be issued by a Scheduled Bank / Nationalised Bank on **SFMS platform** and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The issuing Bank have to send the BG details through SFMS platform to our bank .

\*Govt. Securities, FDR or any other form of deposit stipulated by the owner duly pledged in favour of the owner.

\* Demand Draft drawn in favour of Central Mine Planning and Design Institute Ltd on any Scheduled Bank payable at its Branch at location where work will be executed. The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/1<sup>st</sup> part of Security Deposit.

The bid security deposited in the form of Demand Draft/ cash shall be adjusted against the Performance Security/ 1<sup>st</sup> part of security deposit at bidder's option.

If Performance Security is provided by the successful bidders in the form of bank-guarantee, it shall be issued either:

- a) at Bidder's option by a Scheduled Bank, or
- b) By a foreign bank located in India and acceptable to the employer.

The validity of Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract/extended period (if any), whichever is more.

**Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid security/EMD.**

**In addition to above penal measures, the bidder will not be allowed to participate in the retendering**

**process. The bidder may also be debarred from participating in future tenders of the company for a minimum period of 12 months.**

**4.3** 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

**4.4** All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% (five percent) shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank-guarantee on written request from the

contractor, on its accumulation to a minimum amount of Rs 5.00 lakhs subject to the condition that

amount any Bank Guarantee except last one, shall not be less than Rs. 5.00 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature

of work which shall be 90 days beyond the defect liability period, but in no case less than a period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from a scheduled Bank as elaborated at cl 4.2.

**4.5** Retention money will be refunded after issue of No Defect Certificate.

**4.6** 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 contractors subsequent on account running bills, if any.

**4.7 Refund of Security Deposit:** 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.

On completion of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company (Performance security) shall be refunded as elaborated at cl. 4.3. The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of Six months, subject

to the following conditions:

a) Any defect/ defects in the work, if detected after issue of defect liability certificate is / are rectified to the satisfaction of the Engineer-in-charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

b) In the case of building work/other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakage in roof, efflorescence in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer In Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work; and where question of Defect Liability period does not arise (e.g. sweeping, cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.); the performance security and retention money can be released simultaneously after completion of work and after taking over by the department.

**4.8 Additional Performance Security:** (applicable for Item rate as well as Percentage rate tenders):

Additional Performance Security shall be applicable, if the bid price is below 15% of the justified price, finalized by the owner (Tender Inviting Authority). The amount of such additional performance security shall be 1.25 times the difference between 85% of the owner's justified price and the quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO, OR According to the provisions laid in the Civil Engineering manual and shall be binding to the bidder. Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit additional performance security may result into termination of the contract. This additional performance security will not carry any interest and shall be released in the following manner:

i) 30% of Additional performance security will be released after 60% of the total work is completed.

ii) 50% of Additional performance security will be released after 80% of the total work is completed.

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

**Additional performance security may be furnished in the shape of a BG or any of the forms as applicable for performance security.**

**4.9 Refund of Security Deposit regarding specialized Item of works** (shall be applicable only when relevant item exists in the contract and shall be 10% of value of such items in the contract or for 10% of value of contract with such specialized item only).

a) For some specialized items of work such as anti-termite treatment, water proofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate with specialized agencies, the contractor/firms executing the work should be asked to

give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of guarantee to be executed by the contractors shall be enclosed.

b) 10% of the security (performance security and retention money) deposited/deducted from the bills of the contractors, relevant to such item(s), shall be refundable after expiry of the guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing guarantee as at (a) above.

**4.10 Refund of security deposit for contracts with supply, installation and commissioning of equipment i.e. with electrical and mechanical works (shall be applicable only when relevant items exist in the contract):-**

For some specialized contracts like pump house, intake well etc. there may be civil as well as mechanical and electrical works. For such works 10% as security deposit (performance security and retention money) - deposited/deducted from the bills of the contractors shall be refunded to him after expiry of the guarantee period, which will be 12 months from the date of commissioning of equipment/completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/revalidated in the name of the owner by the contractor and will be covered with relevant counter guarantee. BG furnished as performance security and retention money shall be validated for a period of 90 days beyond the guarantee period.

**Deviations/Variations in Quantities and Pricing**

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

**5.1** The company through its Engineer in Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer in Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

**5.2** The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

**5.3** If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer in Charge as follows:

**a.** In the case of percentage rate tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then rate for such extra item(s) shall be dealt as at (c) below.

**b.** In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at (c) below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more Schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rates of materials and labour based on standard norms of analysis of rate from CPWD/NBO.

**c.** In case extra item(s) that are completely new and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported with proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.

**d.** In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge with regard to the fixation of rates, the matter shall be referred to the Accepting authority of the company i.e.GM(C) of the company and Staff Officer(C), for the work awarded at Company Hqrs. level and Area level respectively; whose decision shall be final and binding on the contractor.

**5.4** Alteration in quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provisions thereof provided that a deviation estimate/revised estimate / supplementary agreement for the items involved is made. Such approval shall be taken from appropriate authority.

**5.5** Payment for such deviated items (additional/ altered / substituted items of work of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate/deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a.75% of the rate recommended by the Engineer in Charge to the accepting authority of the company i.e.GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/if the rate is derived from the available rate of the BOQ.

b.50% of the rate recommended by the Engineer in Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area , if it is analysed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

Total payment for such extra items of work should not exceed 10% of work order/agreement value/approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order/agreement/approved deviation estimate value.

**5.6** Provision for dealing with variations in respect of Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

**In case of Item Rate Tenders**, revision of rates for abnormally high rate items and abnormally low

rate items, shall become operative under following circumstances:-

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at a new rate based on prevalent market rates of material and labour analysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be

made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the item below plinth level and below 10% for the items above plinth level of the scheduled quantity in the agreement, but in exceptional cases with written consent of the Engineer-in- Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and will not be applicable for percentage rate tenders for the works based on Standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

a) For buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

b) For abutments, piers and well stemming: All works up to 1.2 metres above bed level.

c) For retaining walls, wing walls, compound walls, chimneys, overhead-reservoirs/tanks and other elevated structures: All works up to 1.2 m above the ground level.

d) For reservoirs/tanks (other than overhead-reservoirs/tanks): All works up to 1.2 m above the ground level.

e) For basement: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

For roads, all items of excavation and filling including treatment of sub base.

**5.7** The time of completion of the originally contracted work shall be extended by the company in

the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows:

i) If the portion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

**5.8** The company through its EIC or his representative, on behalf of the company, shall have power

to omit any part of the work in case of non-availability of a portion of the site or for any other reason

and the contractor shall be bound to carry out the rest of the work in accordance with the instruction

of the EIC. No claim from the contractor shall be entertained/accepted on these grounds.

**5.9** In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

#### **6.0 Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

a) Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on part of the contractor.

b) Immediately after the contract is concluded i.e. LOA/Work order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT/ CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced from 10th day of the issuance of the LOA or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

• **For specialized works/High value works (above Rs.500 lakhs), the period shall be 30 days.**

**6.1** If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15day's notice in writing to the contractor to commence the work, failing which, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future retender.

Additionally, the Company will reserve the right to debar such defaulting Contractors from

participating in future Tenders for a minimum period of 1 (One) year.

**6.2** If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy

available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ Half percent (1/2%) of the contract amount/Revised contract amount, whichever is less, per week of delay.

“OR”

ii) @ Half percent (1/2%) of the contract value of group of items/revised value of group of items, whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/compensations shall not exceed:

i) 10(ten) percent of the total contract amount/ revised contract amount, whichever is less.

“OR”

ii) 10(ten) percent of the total contract value of group of items/ revised completion value of group of items, whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor

under this or any other contract with the company.

**6.2.1** The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or *part of the week subject to a ceiling as described at CI 6.2.*

**6.2.2** The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**6.2.3** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

**6.2.4** In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company shall be entitled to impose penalty/L.D. as deliberated at CI-10. Additionally the contractor shall be debarred from participating in future tenders for a minimum period of 12 months

**6.3.** The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

**6.4** Extension of date of completion: On occurrences of any events causing delay as stated hereunder,

the contractor shall intimate immediately in writing to the Engineer in Charge.

a) Force-Majeure:

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

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

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

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure



and neither company nor the contractor shall be liable to any extra cost (like increase in rates, remobilization advance, idle charges for labour and material etc.) provided it is mutually established that Force Majeure condition did actually exist.

b. Serious loss or damage by fire and abnormally bad weather.

c. Non-availability of stores which are the responsibility of the company to supply as per contract.

d. Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e. 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

f. Non-availability or breakdown of tools and plant to be made available or made available by the company.

g. The execution of any modified or additional items of work or excess quantity of work.

h. Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

**6.4.1** A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution. Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

**6.4.2** The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the facts and circumstances of the request, give a 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(one) month of the date of receipt of such request.

**6.4.3** The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate, he/they can appeal to GM (Civil)/ CM (Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

**6.4.4** 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.

**6.4.5** 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 Department or of both. The extension will have to be by party's agreement, express or implied. In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant 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 the contract.

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

## **7. Material Supply & other facilities**

7.1 The company does not undertake any responsibility for supply of any materials to the contractor.

7.2 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be up to a maximum of 5% to cover the wastage

due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or

115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the

department or procured by the contractor.

7.3 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work up to Rs.10.00 lakhs and 3% for value of work

above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate including sales tax and general

tax during the period of work, whichever is more.

7.4 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer In Charge may allow, with the approval of CGM(Civil)/ GM(Civil)/ CE(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue

rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his go-down and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer in Charge on "as and when required" basis.

7.5 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer in Charge will have the discretion for making full recovery while processing

a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer in Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer in Charge and the contractor.

7.6 All materials, tools and plants brought to site by the contractor including the materials supplied

by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer in

Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.7 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good

condition.

7.8 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer in Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials

out of those supplied by the company, the Engineer in Charge may, in addition to any other liability

which the contractor would incur in this regard, by giving notice in writing require the contractor to

pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is

more.

7.9 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer in Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.10 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

7.11 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point

near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by

the contractor.

7.12 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the

written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main

source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim

of damage or refund of water charges will be entertained on account of such break down.

7.13 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer in Charge. Transportation and storage of such materials shall be done in specified manner in accordance with

the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

## **8. 0 Quality Assurance - Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer in Charge. The Engineer in Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the

contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

**8.1** For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

**8.2** The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval

of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer in Charge or by his authorized representative or any other official

of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

**8.3** All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer in Charge to his satisfaction that the materials do so comply.

**8.4** The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress

of the work of the contractor or of the work of any of the sub-contractor. On receipt of samples as per schedule, the Engineer in Charge shall arrange to examine/test with reasonable promptness

ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with

the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer in Charge. The contractor shall not start bringing materials at the site

unless the respective samples are approved. Materials conforming to approved samples shall only

be brought to site. However, Engineer in Charge's approval for any sample, design/drawings (permanent/temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job. Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer in Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

**8.5** The company, through the Engineer in Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not

being of the required quality and standard or for reasons of poor workmanship or for not being in

accordance with the sample approved by him.

The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer in Charge. In case of default on the part of the contractor, the Engineer in Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

**8.6** The Engineer in Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer in Charge may require for the purpose. All such expenses borne by the

contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices. The cost of any other tests, if so required by the Engineer in Charge, shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer in Charge, the cost shall be borne by the contractor.

**8.7 Access to the works:** The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

**8.8. Inspection of Works:** i) No work shall be covered up or put out of view without the approval of the Engineer- in-Charge or his representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or his representative or

any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer in Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

**8.9. Removal of Improper Work and Materials:**

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not

in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in - charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

**8.10 Devaluation of Work :** In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples , the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer in Charge/ the officer nominated by the company is satisfied with the quality

of any materials, or the strength and structural safety of the work, and in that case shall make such

deduction for the difference in value, as in his opinion may be reasonable.

**8.11 Final Inspection of Work:** The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the

contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

**8.12 Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**8.13 Site Order Book :** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on

its first page. Site Order Books shall be maintained on the sites of works and should never be removed therefrom under any circumstances. It shall be the property of the company. The Engineer in Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work,

failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall

promptly sign the site order book and note the orders given therein by the EIC or his representative

and comply with them. The compliance shall be reported by the contractor in writing to EIC in time

so that it can be checked. The Site Order Book will be consulted by the Engineer in Charge at the

time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer in Charge or his representative.

**8.14 Samples and Testing of Materials:** All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC/ MORTH standard specifications acceptable to the Engineer in Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

**8.15 Storage of Materials:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall

be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain

at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the

time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

**8.16 Defective Materials:** All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected.

They shall be removed immediately by the contractor at his expenses and replaced with acceptable

material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer in Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in charge.

shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor. Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides, shall dispose-off such material in any manner without any further written notice to the contractor.

#### **9.0 Measurement and Payments**

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer in Charge.

**9.1** All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement-Book as prescribed by the company

so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from.

Measurements of completed work/ portion of completed work shall be recorded only in the Measurement Books.

**9.2** Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

**9.3** Before taking measurements of any work, the Engineer in Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

**9.4** The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer in Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer in Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by

the Engineer in Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

**9.5** No work shall be covered up or put out of view without the approval by the Engineer in Charge and recording of measurements and check measurement thereof duly accepted by the contractor.

The contractor shall provide full opportunity to the Engineer in Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer in Charge whenever such works or foundations are ready for examination and the Engineer in Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise

the contractor regarding covering of such works or foundation.

**9.6** In case of items which are claimed by the contractor but are not be admissible according to the

department, measurements of such items will be taken for record purpose only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claim, there should be no difficulty to determine quantities of such work. A suitable remark should,

however, be made against such measurements to guard against payment in the ordinary way.

**9.7 Payments:** The running on account payments may be made once in a month or at intervals stipulated in the work order/contract agreement.

**9.7.01** Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

**9.7.02** Payment of on account bill shall be made on the Engineer in Charge's certifying the sum to

which the contractor is considered entitled by way of interim payment for the following:

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

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer in Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and / or the Staff Officer(C) of the Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

d) On the Engineer In Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer in Charge or his representative.

**9.7.03** The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further, subject to the contractor having given to the Engineer in Charge a no claim certificate.

**9.7.04.** Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer in Charge by any subsequent certificate or by the final certificate.

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

The amount of such overpayments shall be recovered from subsequent bills under the contract,



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

**9.7.06** The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer in Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer in Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM(C)/ HOD(C) of the company in this case or any other officer nominated by GM/ HOD(C) for the purpose.

**9.7.07 Payment Stage: The payment stage involved will be as under:**

- i. Signature of Subordinate Engineer (Civil)/EA (Civil). Sr. Overseer (Civil)/ Overseer (Civil) in MBs both in pages recording measurements, Abstract of Bill and the duly filled in Bill Form.
- ii. Signature of Senior Officer (Civil)/Asstt. Mgr. (Civil) with appropriate check measurements in the MBs and the Bill Form.
- iii. Signature of Deputy Manager (Civil)/Manager (Civil) with appropriate check measurements in MBs and the Bill Form.
- iv. Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) account checking may be made by the concerned Accounts Officer/Accountant.

**9.8** Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

Sales tax on works contract and Building and Construction Workers Cess (as applicable in States/UT) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

## **10. Termination, Cancellation, Suspension and Foreclosure of Contract**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing, if the contractor :-

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer in Charge, then on the expiry of the period as specified in the notice

**Or**

- b. Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer in Charge, then on the expiry of the period as may be specified by the Engineer in Charge in a notice in writing.

**Or**

- c. obtains a contract with the company as a result of ring tendering or other non-bona fide methods of competitive tendering

**Or**

shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract

for his company.

**Or**

e. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer in Charge in a notice in writing.

**Or**

f. Transfers, sublets, and 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.

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

a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

**10.2** 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, any materials, constructional plant, equipment, stores etc. thereon and to carry out the balance work by any means or through any other agency.

b. To give the contractor or his representative of the work 7(seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer in Charge shall fix the time for taking such final measurement and intimate

the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-in-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. 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 unexpected 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 12 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 performance guarantee, retention money and additional performance security, if any, at the disposal of the employer. OR

ii) 20% of value of incomplete work. The value of incomplete work shall be calculated for the items and quantities remaining incomplete (as per provisions of the 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.

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 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 EIC, 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 of action is taken under any of provisions 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 EIC has certified in writing the performance of such work and value payable in respect thereof and he will 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 case of termination of the contract

for death/demise of the contractor as stated at 10.1(d).

### **10.3 Suspension of Work:**

i) The company shall have power to suspend the work. The contractor shall on receipt of the order

in writing of Engineer in Charge (whose decision shall be final and binding on the contractor), suspend the progress the work or any part thereof for such time in such manner as the EIC may consider necessary so as not to cause any damage or endanger the safety thereof for any of the following reasons.

a) on account of any default on the part of the contractor, OR

b) for proper execution of the works or part thereof for reasons other than the default of the contractor, OR

c) For safety of the works and part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instructions of the Engineer-In Charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of

every such suspension plus 25%. This shall also be applicable for completion of the item or group

of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the EIC and if such suspension exceeds 45 (forty five) days', the contractor will be compensated on mutually agreed terms.

### **10.4 Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon or reduce the scope

of work for any reason whatsoever the company, through its Engineer in Charge, shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or

otherwise whatsoever, other than those mentioned below:

a. to pay reasonable amount assessed and certified by the Engineer in Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b. to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried

out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In Charge.

d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

**10.4.01** 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 amounts payable in terms of clauses 10.4(a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

#### **11. Carrying out part work at Risk & Cost of Contractor:**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer in charge, after giving 15 days notice in writing to the contractor, 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 the cost involved in engaging another Agency or the cost involved in executing the work departmentally, i.e. with the cost of materials and the labour, 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. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of work taken away shall be calculated for the items and quantities taken away at agreement rates including price variation as applicable on date, when notice in writing for taking away part work was issued to the contractor. The contractor from whom part work is taken away, shall not be allowed to participate in the tendering process, if any. If the expense incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above process being adopted by the EIC, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagement or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **12. Completion Certificate / Defect Liability Certificate**

i) Except in cases where the contract provides for "Performance Test" before issue of **defect - liability** certificate, in which case the issue of **defect-liability** certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer in Charge. The Engineer in Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

ii) If the defects, according to the Engineer in Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases **defect liability**

certificate will be issued by the Engineer in Charge after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Engineer in Charge.

iii) In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means

and the 50% of the security-deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the **defect-liability** certificate (taking over certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

**12.1** In cases where separate period of completion for certain items or groups of items are specified

in the contract, separate **defect-liability** certificate for such items or groups of items may be issued by the Engineer in Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the

entire contract work, but not on completion of such items of work.

**12.2** Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus material, temporary structures etc.

**12.3** In case of contractor's failure to clear the site, the EIC shall have right to get the work done and the cost thereof shall be recovered from the final bill of the contractor.

### **13. Additional Responsibilities of the Contractor(s)**

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

i) The company reserves the right to let other contractors also works 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 keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, the following technical staff :

#### **For Buildings Roads, Water Supply & Sanitary Works:**

1.

For value of work more than Rs. 10  
crores

1 Resident Engineer(degree  
holder), 1 Engineer(degree  
holder), 2 Engineers (Diploma)

2. For value of work Rs. 5 crores to 10  
crores.

1 Resident Engineer(degree  
holder), 2 Engineers(Diploma  
holder )

3 For value of work of Rs.2 crore to 5  
crores.

1 Resident Engineer(Diploma  
holder), 1 Engineer(Diploma  
holder )

4

For value of work Rs.50 lakhs to 2  
crores.

1 Resident Engineer  
(Degree/Diploma holder).

For the work below Rs 50 lakhs, the deployment of manpower shall be assessed by the EIC.

The contractor shall intimate the Engineer in Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or

omissions in drawings except those prepared by himself / themselves and not approved by the Engineer in Charge. It shall be his/their duty to immediately inform the Engineer in Charge in writing and the Engineer in Charge shall verify the same. Any work done after such discovery and

without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skilful 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 3 (three) hours of such orders. The contractor

shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv). Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other

structures which the workmen are likely to use shall be examined by the Engineer In Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer In Charge.

In no case any structure condemned by the Engineer In Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no

way be responsible for any claim.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. 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.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records 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, Workmen Compensation Act etc. and latest

amendment thereof. Such records maintained by the contractor shall be opened for inspection by

the Engineer in Charge or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer in Charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) 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

organization and the progress made by him / them in the execution of the work as per the contract.

ix) All Duties taxes (excluding Goods & Service Tax) and other levies, octroi, royalty, building and

construction worker's Cess (as applicable in States) whether local, municipal, provincial or central

pertaining to the contract payable by the contractor under the contract (during the entire period of

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 investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants 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.

Similarly, if there is any decrease in such duties, taxes, levies etc. which is notified during pendency

of work it shall become recoverable from the contractor. The details of such duties, taxes, levies etc. with rates should be declared by the bidder in the price bid.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service receiver (i. e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor)

would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the

bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities. Input tax credit is to be availed by paying authority as per rule. If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice

issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax- invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax

invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

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 relevant conditions of the contract of the bidding document.

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.

In case of collection of minor minerals in area (virgin or non-virgin) acquired by the company under

the Coal Act, the contractor will have to pay royalty etc. to the State Government or an appropriate

deduction may be made in the rate to be paid to the contractors.

x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer in Charge, in writing.

Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled,

destroyed or damaged by the contractor/contractors or any of his/their employees without the prior

permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia.,

as will be permitted by the Engineer in Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged

by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractors shall make

necessary payments of provident fund for the workmen employed by them as per the laws and prevailing under provisions of CMPF and allied scheme and miscellaneous provision act 1948 or

EPF and miscellaneous provision act 1952 as the case may be.

xv) All accounts shall be maintained properly 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.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a. The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract. However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b. The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. 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 consequence of the construction or maintenance or performance of the work under the



contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c. The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer In Charge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days' notice to the contractor.

xviii) **INSURANCE:** The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which

are beyond control of contractor or act of God e.g. flood, riots, war, earthquake, etc.) and shall at

his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer in Charge.

a) In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that

the value of the works executed and the materials at site up to date are sufficiently covered against

risk of loss/ damage to the extent as permissible under the law of insurance.

The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the employer and the same shall be released to the contractor in instalments as may be certified by the Engineer in Charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alteration to the terms of insurance shall not be made without the approval of EIC.

b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against

all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under

the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval

of the company and a provision is made to this effect in all policies, and similar insurance Policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

**THE CLAUSE 13 xviii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.**

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer In Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer In Charge unless such error is due to incorrect data supplied by the Engineer In Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit

certified copies of the same to the Engineer in Charge and the Principal Employer.

xxi) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer in Charge.

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer in Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. Stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer in Charge or his nominee: The contractor shall submit

specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer in-

Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works. The Nodal Officer/Engineer in-

charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

#### **14. Defects Liability Period:**

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order,

the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer in Charge in writing:

a. Any defect/defects in the work detected by the Engineer in Charge within a period of 6 (six) months from the date of issue of defect liability certificate/completion certificate.

b. In the case of building works or other works of similar nature any defect in the work detected by the Engineer in Charge within a period of 6 (six) months from the date of issue of defect liability

certificate/completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

**14.1** A programme shall be drawn by the contractor and the Engineer In Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to

adhere to this programme, the Engineer in Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing

& any other work of similar nature to be decided by the Engineer in Charge.

**15. Operating and Maintenance Manual:**

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they

do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall

withhold the amount as stated in the agreement.

**16. Settlement of Disputes/Arbitration:**

**16.1** It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort

shall be made first to settle the disputes at the company level.

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

Efforts shall be made to resolve the dispute in two stages:-

In first stage dispute should be referred to Area GM or HOD/GM(C). If difference still persists 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 committee.

i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought

through Sole Arbitration as under.

**Sole Arbitration:**

"In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be).

The award of the arbitrator shall be final and binding on the parties of this Contract."

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to

act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the

Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another

arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

**16.2** Disputes relating to commercial contracts with CPSUs/Govt. Agencies (except Railways,

Income tax, Custom & Excise)/State Govt PSUs shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises. If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on

the position of the case, either the employer/ owner or the contractor shall give notice to other party

to refer the matter to arbitration instead of directly approaching Court.

In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to either party for Arbitration

to the sole- Arbitrator in the Department of Public Enterprises to be nominated by secretary to the

Govt. of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary.

Department of Legal Affairs, Ministry of Law & Justice / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. to the dispute

shall equally bear the cost of arbitration as intimated by the Arbitrator

**17. Appointment of External Independent Monitors as required in terms of INTEGRITY PACT.**  
The

Principal has appointed following competent and credible external monitors for the Integrity Pact. The task of the monitors and other details regarding the pact have been indicated at Annexure-XI of

the present document which is duly filled in and signed by the bidders and submitted along with Part

1 of the Offer.

**Sl.**

**No.**

**Name Address Contact Number**

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## **ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions are also acceptable to the company.  
The tenderers are requested not to quote any further additional conditions in the tender.

### **1. Mobilization Advance :**

- i) No mobilization advance is payable for works whose estimated value is less than Rs.100 lakhs.
- ii) In the case of turn-key work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued more than Rs.100 lakhs mobilization advance will be paid up to 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.
- v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Schedule Bank acceptable to the Company.

### **2. Application of Price Variation Clause.**

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease, as per provisions detailed hereafter:

- a. The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price variation Clause shall not be applicable for works for which stipulated period of completion is six months or less. For regular maintenance / service contract, price variations shall not be applicable where stipulated period of completion is 12 months or less.
- b. The base date for working out such escalations/de-escalations shall be the last date on which the bids (inclusive of price bids) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c. The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three month's interval.
- d. Job specific modification in the formulae of price variation given the following para(s) can be done with the approval of the competent authority.

#### **2.1 Escalation/De-escalation for Labour:**

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

**A L - L<sub>o</sub>**

**V L = W x ----- x -----**

**100 L<sub>o</sub>**

Where: VL = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause -2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value work adopted from the Table-1.

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act/Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the price bids or revised price bids, whichever is later.

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

## **2.2 Escalation/ De-escalation on Material:**

The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

**B M - Mo**

**Vm = W x ----- x -----**

**100 Mo**

Where: Vm = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / deescalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

Mo = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the price bids or revised price bids whichever is later were stipulated to be received

**2.3 Escalation/ De-escalation on POL :** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall

be calculated quarterly in accordance with the formula given below:

**C F - Fo**

**Vf = W x ---- x -----**

**100 Fo**

Where: Vf = Variation in the cost of fuel, oil and lubricants i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause 2.4 of the Additional Terms & Conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of `Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. Of India for the period to which the escalation/de- escalation relates.

Fo = Index number of wholesale price for the group, "Fuel, Power, light & lubricants" as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of price bids or revised price bids, whichever is later.

**2.4 While calculating the value of "W" the following may be noted :** The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount

of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer in Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full-assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

**2.5** In the event the price of materials and / or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase/decrease in material price and / or wages of labour before mentioned would be made in case of contracts related to capital works, in which the stipulated period of completion of the work is Six (6) months or less. However for maintenance works any adjustment for the increase or decrease in material price or wages of labour would be made only when the stipulated period of completion of the work is twelve (12) months or less.

## **2.6 Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under,

- i. Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of successful completion of the work that the delay was due to causes not attributable to the Contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of completion of the work that the delay was due to the fault of the Contractor, then the Price Variation Clause will not be revived and no further Payment will be made to the Contractor on this account. Additionally the Clause related to Compensation for Delay will be applied.

No payment will be made by applying "FROZEN INDICES" under any circumstances.

### **Table – 1**

#### **Value of A, B and C in the Escalation Formula in the Additional Terms and Conditions for Civil Works:**

Sl.	Particulars
A (%)	(Labour
	Component)
B (%)	(Material
	Component)
C (%)	(POL
	Component)
Remarks	
1	For Building works
25	
75	
Nil	
2	

For Road works  
 15  
 80  
 5  
 3  
 For external sewerage,  
 external water supply and  
 external electrification  
 10  
 90  
 Nil  
 4  
 For external water supply,  
 external sanitary and  
 external electrification  
 (through labour rate  
 contract  
 75  
 25  
 Nil  
 5  
 For Steel structural works  
 15  
 85  
 Nil  
 6  
 For Steel structural works with  
 Deptt. free supply of rolled steel  
 sections (through labour rate  
 contract)  
 75  
 25  
 Nil  
 7  
 For Coal Handling Plant  
 Civil works  
 25  
 75  
 Nil  
 8  
 For under-ground Civil  
 works such as Incline  
 Drivage, Shaft Sinking etc.  
 35  
 65  
 Nil  
 9  
 For Only Labour oriented works  
 of maintenance nature  
 100  
 Nil



## **SCOPE OF WORK**

### **CONSTRUCTION OF TWO WHEELER STAND AT OFFICE PREMISES OF RI-1 CMPDI ASANSOL**

The work for “CONSTRUCTION OF TWO WHEELER STAND AT OFFICE PREMISES OF RI-1 CMPDI ASANSOL” involves the construction of a parking area near the main gate of RI-1 premises. The items are included in the BOQ and will be executed strictly in accordance of the BOQ. The work shall be carried out strictly in accordance with the B O Q and site instructions provided by the Civil Department/E.I.C. only. Following points must be adhered to while executing the work.

- 1.** After completion of work etc. contractors have to finally clean the works-related-sites and shall have to clear the site as well as the tools & tackles, etc.
- 2.** Materials once brought at site cannot be taken out/taken back without specific permission.
- 3.** The responsibility of keeping the materials brought in and / or used by the contractor(s) safely without obstructing anything and without causing any difficulty to any person, activity or movements, etc. shall lie fully on the contractor(s).
- 4.** During measurement (of works done), contractor(s) or his/her/their authorized representative shall be present. However if he/she/they fail to be present the measurement taken by the department (Civil Engineering Department / RI-I) unilaterally, shall be final and binding on the contractor(s).
- 5.** Contractor(s) has (have) to arrange himself (themselves) all the water required for construction (including curing, for compaction etc.) and for drinking, cooking, washing etc (for the workers /labourers/ supervisors etc.), at his/her/their own expense.
- 6.** Work should be started (starting, continuation, etc. to avoid inconvenience only and not for technicalities) in consultation with the Engineer-in-Charge.
- 7.** The contractor/contractors himself / themselves or his / their authorized representative shall attend the Department / RI-I regularly and shall consult for all technical aspects/ difficulties & keep informed regarding material (specification) used & progress of work.
- 8.** The contractor/contractors will obtain required permission from concerned authority for safe transportation and dumping of the material (if needed). The department will not take any responsibility of mishandling of material and any misshape during transportation, loading and unloading.
- 9.** The contractor shall maintain a minimum no. of skilled, semi-skilled or unskilled workers for proper execution of works and as deemed fit by this department.
- 10.** The work should be a priority at all times and the contractor shall carry out the given work in the most sincere manner and with the proper quality assurance as ascertained by the department.

**HOD(Civil)/Dy.G.M.(Civil)**

## **SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be provided securely fixed. No portable single ladder shall be over 9m (30') in length while the width between side rails in rung ladder shall in no case be less than 20cm (11.5 inch) for ladder up to and including 3m (10') in length. For longer ladder this width should be increased at least  $\frac{1}{4}$ " for each additional 30cm (one foot) of length. Uniform step spacing shall not exceed 30cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites of works shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit; action or other proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor be paid to compensate any claim by any such person.
6. Excavation and Trenching : All trenching 1.2m (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100') in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90cm (3') above the surface or the ground. The side of the trenches which are 1.5m (5') or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5') of the edges of the trench or half of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition : Before any demolition work is commenced and also during the process of the work
  - a) All roads and open areas adjacent to the work site shall either be closed or suitably

protected.

b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

c) All possible steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:

i. Workers employed for mixing asphalt, materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

ii. Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

iii. Those engaged in welding works shall be provided with welders protective eyeshields.

iv. Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.

v. When workers are employed in sewers and manholes, which are in active use the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to :

i. Entry of workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

ii. At least 5 to 6 manholes, upstream and downstream should be kept open for at least two to three hours before any man is allowed to enter into the manhole for working inside.

iii. Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

iv. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.

v. Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

vi. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed off for the safety of the public whenever clearing works are undertaken during night or day.

vii. No smoking or open flames shall be allowed near the blocked manhole being cleared.

viii. The malva obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malva.

ix. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The EIC may decide the time up to which a worker may be allowed to work continuously inside the manhole.

x. Gasmasks with oxygen cylinders should be kept at site for use in emergency.

xi. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes.

The motors for these shall be vapour proof and of totally enclosed type. Nonsparking gas engines also could be used but they should be placed at least two metres away from the opening and on the lee ward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- xii. The workers engaged for cleaning of manholes/sewers should be properly trained before allowing to work in the manhole.
- xiii. The workers shall be provided with gum boots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- xiv. Workmen descending a manhole shall try each ladder, stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- xv. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- xvi. The extents to which these precautions are to be taken depend on individual situation but the decision of the EIC regarding the steps to be taken in this regard in an individual case will be final.
- vi. The contractors shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
  - i. No paints containing lead or lead products should be used except in the form of paste or ready-made paint.
  - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - iii. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - iv. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
  - v. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - vi. Overall shall be worn by working painters during the whole of working period.
  - vii. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 9. When the work is done near any place where there is a risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
- 10. Use of hoisting machines and tackles including their attachment, anchorage and supports shall conform to the following standard or conditions.
  - i. These shall be of good mechanical construction, sound materials and adequate strength and free from Patent defects and shall be kept repaired and in good working order.  
Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age 21 years should be in charge of any hoisting machine including scaffold and one who gives signals to operator.
  - iii. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv. In case of departmental machines, the safe working load shall be notified by the

Electrical Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer in charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

11. Motors, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load.

Adequate precautions should be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installation which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches, and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. The safety provision shall be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.

14. To insure effective enforcement of the rules and regulations relating to Safety Precautions, the arrangements made by the contractor shall be open to inspections by the Labour Officer, Engineer in charge of the department or their representative.

15. Notwithstanding the above clause from 1 to 14 there is nothing in these to exempt the contractor from operation of any other Act or Rule in force in Republic of India.

## **TECHNICAL SPECIFICATIONS AND SAFETY MEASURES**

### **CIVIL ENGINEERING WORKS**

#### **1.1 TECHNICAL SPECIFICATIONS FOR CIVIL ENGINEERING WORKS:**

Latest CPWD specification shall be adopted. Presently CPWD specifications 2012 volume I & II is in vogue which may be followed. These specifications cover all type of Building Works. These specifications are available as printed documents of CPWD and also in soft copies on CPWD website.

#### **1.2 TECHNICAL SPECIFICATIONS FOR ELECTRICAL ENGINEERING WORKS:**

Latest CPWD specification shall be adopted and followed. Presently the following are in vogue:

Part No. Description Year of Issue

Part I Internal Electrification 2013

Part II Lifts and Escalators 2003

Part III Wet Riser and Sprinklers System 2006

Part IV Heating, Ventilation and Air Conditioning works 2005

#### **1.3 TECHNICAL SPECIFICATIONS FOR ROADS AND BRIDGES:**

Standard specifications issued by Ministry of Surface Transport may be followed. Presently MORTH specifications on roads and bridges 2013 is available. These specifications exhaustively cover various roads and bridge works.

**In case of items not adequately covered by above mentioned Indian Standards, the CPWD / NBO practices shall be followed.**

#### **1.4 SAFETY MEASURES FOR CIVIL WORKS**

In addition to safety code mentioned above, in respect of safety, Part – 7 Constructional Practices & Safety of National Building Code – 2005 shall also be followed. All necessary safety measures to be adopted as recommended by relevant IS / BIS code to protect adjunct / nearby structure, workmen etc.

All works shall be carried out as per the item description and design & drawing supplied by the company, as per the relevant IS / BIS / NBC and as per direction of the Engineer-in Charge.

## **ANNEXURES**

**ANNEXURE- A1**

**LETTER OF BID**

**(To be uploaded by the Bidder on his letter head during submission of bid online)**

To:

The Tender Committee

Civil Department, CMPDI HQ, Ranchi

Sub: BID for the Work “ .....

NIT No:..... Dated.....

Tender Id No: .....

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 confirm to submit all the documents as required to meet the eligibility criteria as per provision

of the bid notice/document whenever asked for.

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 CMPDI Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter

of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our

failure to abide by the said provision CMPDI Ltd. shall, without prejudice to any other right or remedy, be

at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us

from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder

Name: Address..... E-mail address.....

Mobile no..... Fax No..... Telephone No.....

In case of JV, signature and other particulars listed above of all partners are mandatory

## ANNEXURE- A2

### PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE L-1 Bidder (For genuineness of the

information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)

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 "Balance work for Construction of Office Building at CMPDI,

RI-V, Bilaspur" against Bid Notice No. .... 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 CMPDI Ltd. / Coal India

Ltd. /Any subsidiary of Coal India Ltd.

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/to be submitted are

genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. I/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.

7. \*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.

\* Delete whichever is not applicable.

8. \*\* 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 / We.....have 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) ]

\*\* Delete whichever is not applicable.

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.

Signature of the Bidder

Name: Address..... e- Mail address.....

Mobile no..... Fax No..... Telephone No.....

In case of JV, signature and other particulars listed above of all partners are mandatory.

Dated.....

### ANNEXURE –A3

#### MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

M/s Central Mine and Planning Institute,  
Gondwana Place, Kanke Road, Ranchi,  
Jharkhand-834031.

Dear Sir,

Sub: Authorization for release of payment due from M/s Central Mine and Planning Institute, 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 \_\_\_\_\_ PINCODE-----

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)

**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 and Design Institute responsible. I also undertake to advise any change in the particulars of my account to facilitate up-dating of records for purpose of credit of amount through SBI Net.

Place:

Date:

**Signature of the party/Authorized**

**Signatory.**

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

Banker's Stamp: Date :

**(Signature of the Authorized official from the Banks)**

## **Annexure–A4**

### **NON-BANNING OR DELISTING CERTIFICATE**

M/s Central Mine and Planning Institute,  
Gondwana Place, Kanke Road, Ranchi,  
Jharkhand-834031.

This is to certify that our firm has not been suspended, banned or de-listed by any Government or

Quasi-Government agencies or any PSU.

Date: Signature of the Bidder with seal of the firm

## **ANNEXURE – A5**

### **PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT**

To

Tender Inviting Authority,  
CMPDIL.

Re: Bank Guarantee in respect of Contract No..... Dated..... Between Central Mine

Planning & Design Institute, Ranchi and ..... (Name of the Contractor)

WHEREAS,

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance ..... Dated .....(hereinafter called the said contract) with M/s CMPDI LTD having its Registered Office at Gondwana Place, Kanke Road, Ranchi, Jharkhand (hereinafter called “the Company”) to execute ..... (Name of the contract and brief description of work) on the terms and conditions contained in the said contract.)

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We ..... (Name of the Bank) having its branch/office at ..... have at the request of the Contractor,

agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we, the ..... Bank ((hereinafter called “the Bank”) hereby unconditionally

and irrevocably, guarantees and affirms as follows :

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the

contractor shall in any way fail to observe or perform the terms and conditions of the said contract or

shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor. Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor 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 the company and the Contractor regarding the claim. The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand. This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee. The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract 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 contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor. The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified, above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted

to Rs..... the guarantee shall remain in force till the day .....\* of \* .....

and unless the guarantee is renewed or claim is preferred against the bank on or before the said date

all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

\*The date shall cover a period of minimum one year or ninety days beyond the date of completion whichever is more.

Any Notice by way of request, demand or otherwise herein under may be sent by Post/email/fax addressed to the Bank branch/operative branch, which shall be deemed to be a sufficient demand

notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and

Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this ..... day of ..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by

Signature .....

Name .....

Designation .....

Code No. ....

Address .....

## ANNEXURE – A6

### PROFORMA FOR EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

This agreement is made on ..... day of ..... between M/s CMPDI LTD having its

Registered Office at Gondwana Place, Kanke Road, Ranchi, Jharkhand (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 ..... (here-in-after 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 “Balance work for Construction of Office Building at CMPDI, RI-V, Bilaspur” and whereas the said Contractor/Firm submitted tender for the

said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of

the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT 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 annexures to this agreement should be deemed to form and

be read and construed as part of this agreement viz.

i)Annexure – A : Tender Notice (Page ..... to .....)

ii) Schedule-A : General terms and Conditions, Special Conditions and

General Technical Specification (Page .... To.....) and Safety Code.

iii) Schedule – B : The probable Quantities and Amount (Page ..... to .....)

iv) Schedule - C : Negotiation letters (Page ..... to .....)

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 received a sum of Rs..... Towards Performance Security

Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft/Certified Cheque/B.G/Other Form

(details to be furnished).

5. The said Contractor hereby covenants with the Company that the Company shall deduct at 5% of

R/A bills as Retention money (2<sup>nd</sup> part of Security deposit) to make the total Security as 10% (ten percent) of contract value as per the terms & conditions of the tender/contract.

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

written.

1 Partner. Signature

2 Partner Signature On

behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation:

Signed by Sri .....on behalf of Signature

( Name of Company) in presence of -

1. Name : Signature

2. Address:

**Note: In case of Joint Venture signature of all partners of Joint Venture is mandatory.**

## **ANNEXURE-A7**

[Instructions: Successful Bidder shall be required to upload/ submit the Integrity Pact document duly

signed, stamped and accepted on each page mentioning the Tender No. and date.]

### **INTEGRITY PACT**

Between

**Central Mine Planning and Design Institute Limited (CMPDIL) hereinafter referred to as “The**

**Principal”,**

And

..... , hereinafter referred to as “The Bidder/ Contractor”

### **Preamble**

The principal intends to award, under laid down organizational procedures, contracts for .....

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with the international Non-Governmental

Organization "Transparency International" (TI). Following TI's national and international experience, the

Principal will appoint external independent Monitors who will monitor the tender process and the execution

of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal:-**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the

following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender

for, or the execution of a contract, demand, take a promise or accept, for him/herself or third person, any

material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will

in particular, before and during the tender process, provide to all Bidders the same information and will

not provide to any Bidder confidential/ additional information through which the Bidders could obtain an

advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence

under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the

Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder/ Contractor**

(1) The Bidder/ Contractor commits itself to take all measures necessary to prevent corruption. He

commits himself to observe the following principles during his participation in the tender process and

during the contract execution.

1. The Bidder/ Contractor will not, directly or through any other person or firm, offer, promise or give to any

of the Principal's employees involved in the tender process or the execution of the contract or to any third

person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage of any kind what-so-ever during the tender process or during the execution of

the contract.

2. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or

understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness

or to introduce cartelization in the bidding process.

3. The Bidder/ Contractor will not commit any offence under the relevant Anti-Corruption Laws of India,

further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Bidder/ Contractor, before contract award has committed a transgression through a violation of

Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal

is entitled to disqualify the Bidder/ Contractor from the tender process or to terminate the contract if already signed for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of section-2 such as to put

his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from

future contract award processes. The imposition and duration of exclusion will be determined by the

severity of the transgression. The severity will be determined by circumstances of the case, in particular

the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder

and the amount of damage. The exclusion will be imposed for a minimum of six months and maximum of

3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and

impose such exclusion and further accepts and undertakes not to challenge or question such exclusion

on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

This undertaking is given freshly and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/ recouped the damage caused by him and has

installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to

Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent

to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/ Bid Security, whichever

is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from

the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to

Security Deposit/ Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to

condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the

tender process or the terminate of the contract after the contract award has caused no damage or less

damage that the amount of the liquidated damages, the Bidder/ Contractor shall compensate the Principal

only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other

company in any country conforming to the TI approach or with any other Public Sector Enterprise in India

that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

or the contract if already awarded can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors.**

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity

with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors

and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its

provisions.

#### **Section 7 – Criminal charges against violating Bidders / Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee

or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption,

or if the Principal has substantive suspicion in this regard, the principal will inform the Vigilance Office.

#### **Section 8 – External Independent Monitor/ Monitors (Two in number depending on the size of the**

#### **contract) (to be decided by the Chairperson of the Principal)**

(1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of

the monitor is to review independently and objectively, whether and to what extent the parties comply with

the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions

neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant



the monitor, upon his request and demonstration of a valid Interest, Unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual

obligation to treat the information and documents of the Bidder, Contractor /Subcontractor with confidentiality.

(4)The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between

the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5)As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform

the Management of the Principal and request the Management to discontinue or heal the violation or to

take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond

this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from

action or tolerate action.

(6)The monitor will submit a written report to the Chairperson of the Board of the principal within 8 to10

weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise,

submit proposals for correcting problematic situations.

(7)Monitor shall be entitled to compensation on the same terms as being extended to / provided to outside

expert committee members/ Chairman as prevailing with Principal.

(8)If the Monitor has reported to the Chairperson of the Board, a substantiated suspicion of an offence

under relevant ant corruption law of India, and the Chairperson has not within reasonable time, taken

visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also

transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9)The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the

last payment under the respective contract, and for all other Bidders 6 months after the contract has been

awarded.

If any claim is made/ agreed during this time, the same shall be binding and continue to be valid despite

the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the

Principal..

### **Section 10 – Other provisions**

(1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office

of the Principal, i.e. Ranchi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements

have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or

consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
(For & on behalf of the Principal)(For & on behalf of Bidder/ Contractor)

(Office Seal)(Office Seal)

Place: .....

Date: .....

Witness 1:.....

(Name & Address).....

.....

.....

Witness 2:.....

(Name & Address).....

.....

.....

Names and addresses of the Independent External Monitors for operation of the Integrity Pact with CMPDI

**Name Address Contact Number**

Prof(Dr)L.C.SINGHI,

IAS(Retd)

L-31, Third floor, Kailash

colony, New Delhi

.

Ph. No: 91-11-29237274.

Mob. No: +919968073976

e-mail: [icsinghi@yahoo.com](mailto:icsinghi@yahoo.com) &

[icsinghi@gmail.com](mailto:icsinghi@gmail.com)

Dr S. M. Jharwal,

IES (Retd).

Flat No: 69, IES Apartment,

Plot No: 9, Sector: 4,

Dwarka, New Delhi

e-mail: [jharwal@nic.in](mailto:jharwal@nic.in)

**ANNEXURE- A- 8**

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL REDUCTION**

**OF RATE FOR SUBSTANDARD WORK**

No. Dated

To

General Manager/HoD(Civil)

Tender Inviting Authority

Address of TIA.

Sir,

Subject: Name of work:

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated..... and they are acceptable to me/us.

Pending the decision of the Engineer in Charge of the final rates of payment against the items of

work specified in the statement attached to your above letter, which will be final and binding. I/We

agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.  
Yours faithfully,  
**Contractor(s)**

#### **ANNEXURE- A- 9**

#### **PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY/EARNEST MONEY**

To

Tender Inviting authority,  
M/s CENTRAL MINE PLANNING & DESIGN INSTITUTE Ltd.  
Address of TIA.

Dear Sir,

1. In consideration of the Notice issued by M/s CMPDI LTD having its Registered Office at Gondwana

Place, Kanke Road, Ranchi, Jharkhand (hereinafter called "the Company" which expression shall

unless repugnant to the subject or context includes its successors and assigns) having agreed to accept

from M/s. .... Having its registered office at ..... (hereinafter called "the said bidder" which

expression shall unless repugnant to the subject or context includes its successors and assigns ) a Bank

Guarantee from a Nationalized/Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank

Draft amounting to Rs..... for the due fulfilment of the terms and conditions contained in the

Bid No. .... Dated ....., We ..... Bank (hereinafter referred to as the Bank)

having its Office/Branch at ..... do hereby undertake to pay to the Company an amount not

exceeding Rs..... on demand by the Company for the reason of any breach by the bidder

of any of the Terms and conditions contained in the said bid. The decision of the Company as to whether

any such breach having been committed by the bidder shall be final and binding on us.

2. We ..... Bank, do hereby undertake to pay an amount due and payable under this Guarantee

without any demur merely on a demand from the Company stating that the amount claimed is due from

the bidder for the reason of breach by the said bidder of any Terms and conditions contained in the said

bid or for the reason of the bidder failing to keep the bid valid. Any such demand made on the Bank

shall be conclusive. As regards the amount due and payable by the bank under this guarantee shall be

restricted to an amount not exceeding .....

3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the

date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made

on us in writing on or before the ..... \*\* ..... We shall be discharged from all liability under

this guarantee thereafter.

\*\* The bidder shall allow guarantee up to bid validity period plus ninety days considering date of

submission/revised submission, if any, or up to ..... as fixed by the notice inviting authority.

4. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said

bidder or the bank shall not discharge our liability hereunder.

5. The Bank has under its constitution power to give this Guarantee and Sri ..... Who has

signed it on behalf of the Bank, has authority to do so.

Signed and sealed this ..... day of ..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by

Signature .....

Name .....

Designation .....

Code No. ....

Address .....

"The Bank Guarantee as referred above shall be operative/payable at our branch at Ranchi

Signature of the authorized person for and on behalf of the Bank

#### **ANNEXURE – A 10**

#### **PROFORMA OF BANK GUARANTEE FOR MOBILISATION/ LUMP SUM ADVANCE.**

(If applicable as per tender conditions)

To

Tender Inviting Authority,

CMPDI,

Address of TIA

Dear Sir,

In consideration of M/S. Central Mine Planning & Design Institute, 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 of the contract no..... dated..... entered into between Coal India

Limited/Subsidiary Company and M/s..... having its Registered Office at .....

(hereinafter called "the Contractor" to make mobilization advance lump-sum advance to the tune of

Rs..... subject to submission of the Bank Guarantee for equal amount from any Nationalized Bank/

Scheduled Bank( referred to as the said Bank)having its registered Office at ..... do hereby undertake and agree to pay the company to the extent of Rs..... on demand stating that the

amount claimed by the Company is due and payable by the contractor for the reasons of non-refund

and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed

by the company on such demand without any demur to the extent aforesaid.

2. We..... Bank agree that the company shall be the sole judge as to whether the said contractor

has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and

damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilization of the said advanced amount or part thereof for the purpose of

performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to ..... and any claim received after the said date shall in no case bind the Bank.

4. 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 to 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. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. .... 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 discharged from our liabilities hereunder. 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. This guarantee issued by Sri ..... who is authorized by the Bank. Under jurisdiction of ..... Court only.

#### ANNEXURE – A11

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @ 5% FROM RUNNING BILL (IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95% i.e. THE RETENTION MONEY DEDUCTED @5% FROM RUNNING BILL)**

To

TIA

Address of the TIA.

Re: Bank guarantee in respect of contract no ..... Dated..... between M/s CMPDI LTD having its Registered Office at Gondwana Place, Kanke Road, Ranchi, Jharkhand and ..... (Name of the contractor)

WHEREAS

..... (name and address of the Contractor) (herein after called 'the Contractor') has entered into a contract dated ..... ( hereinafter called the said contract ) with M/s

CMPDI LTD (hereinafter called "the Company") to execute Balance work for Construction of Office

Building at CMPDI, RI-V, Bilaspur on the Terms and conditions contained in the said contract.

It has been agreed that the contractor shall furnish a Bank Guarantee from a Schedule Bank for a

sum of Rs..... As Security for release of equivalent amount of retention money /bid security as per terms and conditions of the said contract.

We, ..... (Name of the Bank) having its branch/office at Bilaspur have, at the request of the contractor, agreed to furnish this bank guarantee by way of bid security.

NOW, THEREFORE, we the .....Bank (hereinafter called the Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the bank to pay the sum, or failing on the Company to compel such payment by the contractor.

Any such demand, shall be conclusive as regards the liability of the contractor to the company and as regards the amount payable by the bank under this guarantee. The bank shall not be entitled to withhold payment on the ground that the contractor 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 the company and the contractor regarding the claim.

The Bank further agree that the guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be ..... Day of ..... but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the Company , the bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of Rs..... Or such lesser amount of the said sum of Rs..... as may be due to the Company and as the Company may demand.

The guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the contract has been fully carried out by the contractor and he has discharged the guarantee.

The bank further agrees with the Company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the items and conditions of the said contract or to extend time for performance of the said contract 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 contractor and to forebear to enforce any of the terms and conditions relating to the said

contract and the bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of

Rs..... Or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to

Rs..... The Guarantee shall remain in force till the day.....\*..... of .....\*..... And

unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all

rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged

from all liabilities hereunder except as provided in the preceding clause.

\*The date of Guarantee shall cover a period of minimum period of one year or suitable period i.e. ninety

days beyond the defect liability period whichever is more. Defect Liability Period shall be derived based

on provisions of contract.

Any notice by way of request, demand or otherwise hereunder may be sent by Post/e-mail/fax addressed to the branch/operative branch, which shall be deemed to be a sufficient demand notice.

Bank shall effect payment thereof forthwith.

The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this .....day of ..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by

Signature .....

Name .....

Designation .....

Code No. ....

Address .....

"The Bank Guarantee as referred above shall be operative/payable at our branch at Bilaspur

## ANNEXURE – A-12

### PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of Stamp Act applicable in the concerned State)

This Joint Venture agreement is made on this .....day of .....

AMONGST/BETWEEN

M/s ....., having its registered office at ..... represented by

Shri..... (Name and Designation) of M/s ..... who has power of Attorney to enter into Joint Venture with ..... and sign all documents/agreements on behalf of

M/s ..... (herein after referred to as “.....”)

AND

M/s ....., having its registered office at ..... represented by

Shri..... (Name and Designation) of M/s ..... who has power of Attorney to enter into Joint Venture with ..... and sign all documents/agreements on behalf of

M/s ..... (herein after referred to as “.....”)

AND

M/s ....., having its registered office at ..... represented by

Shri..... (Name and Designation) of M/s ..... who has power of Attorney to enter into Joint Venture with ..... and sign all documents/agreements on behalf of

M/s ..... (herein after referred to as “.....”)

The expressions M/s ..... and M/s ..... and M/s ..... Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interests and assigns and shall collectively be referred to as “Joint Venture/Parties” and individually as “Joint Venture Partner/Party”.

WHEREAS M/s ..... and M/s ..... agreed to form a joint venture in order to join their

forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the bid for the work of Balance work for Construction of Office Building at CMPDI, RI-V, Bilaspur (hereinafter referred to as “Project”) under M/s CMPDI LTD having its Registered Office at Gondwana Place, Kanke Road, Ranchi, Jharkhand (herein referred to as the “principal employer”).

The parties hereby enter into this Joint Venture agreement (hereinafter referred to as “Joint Venture Agreement”) to jointly prepare and submit and submit the bid for the project and in the event of securing the Project from the Employer, to execute the Project in accordance with the contract terms and conditions, to the satisfaction of the principal employer.

NOW, THEREFORE, the parties, in consideration of the mutual premises contained herein agree as follows:

**1) FORMATION AND TERMINATION OF THE JOINT VENTURE**

The parties under this agreement have decided to form a joint venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be “.....”

(herein after called the “Joint Venture”)

b) The Head office of the Joint Venture shall be located at .....and the site office will be



located at the site of the Project. All communication regarding the Project will be made to  
.....  
Telephone nos.....

c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose

all or part of its respective interests in the Joint Venture to any party including the existing partner of  
the Joint Venture.

d) The terms of Joint Venture shall begin as on the date first set forth above and shall terminate on the  
earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.

ii) The contract for the project is not awarded to the Joint Venture.

iii) The Employer cancels the Project

iv) The Project is completed including defect liability period to the satisfaction of the Employer and

all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

## **2) LEAD PARTNER**

M/s .....shall be the Lead Partner of the Joint Venture and is in-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally

liable during the bidding process and for the execution of the contract as per contract terms with the

employer in accordance with the power of attorney annexed. All Joint Venture partners M/s ....., M/s..... and M/s ..... nominate and authorize Sri ..... (Name and designation) of M/s

..... to sign all letters, correspondence, papers and certificates and to submit the bid document

for and on behalf of the Joint Venture.

## **3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE**

Each constituent party of the Joint Venture appoint the following personnel as the representative of

the relevant party with full power of attorney from the Board of Directors of the concerned company,

or from the partners of the entity, or from the proprietor.

JV Partner

Name

Position in the

respective company

M/s .....

M/s .....

M/s .....

## **4) PARTICIPATION SHARE AND WORK RESPONSIBILITIES**

Each constituent party of the Joint Venture appoint the following personnel as the representative of

the relevant party with full power of attorney from the Board of Directors of the concerned company,

or from the partners of the entity, or from the proprietor.

4.1 The parties agree that their respective participation share (hereinafter called "Participation Share") in the Joint Venture shall be as follows:

M/s .....

..... % (..... Per cent)

M/s .....

..... % (..... Per cent)

M/s .....

..... % (..... Per cent)

4.2 The parties shall share the rights and obligations, risk, cost and expenses, working capitals, profit or losses or others arising out of or in relation to execution of the project in proportion to their share of participation in the Joint Venture except as otherwise agreed.

4.3 The parties shall jointly execute the works under the project as an integrated entity and allocate

responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the project in accordance with the contract terms and conditions.

#### **5) JOINT AND SEVERAL LIABILITIES**

All partners of Joint Venture shall be liable jointly and severally during the bidding process; and in the

even the contract is awarded, during the execution of the contract, in accordance with contract terms.

#### **6) WORKING CAPITAL**

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the project or any other investment required in connection with the execution

of the project proportionate to the participation ratio.

#### **7) BID SECURITY**

Bid security, performance security and other securities shall be paid by the Joint Venture as otherwise agreed.

#### **8) PERSONNEL AND EQUIPMENT**

Team of managers/engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the project by each party will be decided by the management committee.

#### **9)NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE**

a. As between themselves, each party shall be full responsible for the fulfilment of all obligations arising out of its scope of the work for the project to be clarified subject to the agreement between the parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.

b. if any party fails to perform its obligations described in this agreement during the execution of the project and to cure such breach within the period designated by the non-defaulting party, then

the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c. Stepping into the shoes of the existing partner of Joint Venture with all liabilities of the existing partner from the beginning of the contract with the prior approval of the Company.

d. Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e. In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

#### **10) BANK ACCOUNT**

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized

Bank in India as per mutual agreement and all payments due to the Joint Venture shall be received

only in that account, which shall be operated jointly by the representative of the Parties hereto. The

financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank account only and also all the payments received or paid by the Company to the Joint Venture shall be

through that account only.

**11) LIMIT OF JOINT VENTURE ACTIVITIES**

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the

Contract for the Project according to the conditions of the Contract with the Employer.

**12) TAXES**

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party

in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in

connection with the Project shall be paid from the account of the Joint Venture.

**13) EXCLUSIVITY**

The parties hereto agree and undertake that they shall not directly or indirectly either individually or

with other party or parties take part in the bid for the said project. Each party further guarantee to the

other party hereto that this undertaking shall also apply to its subsidiaries and companies under its

direct or indirect control.

**14) MISCELLANEOUS**

a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part its respective interests in the Joint Venture to all third party without the agreement of the other party in writing.

b. subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

**15) APPLICABLE LAW**

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals the day,

month, year first above written

For..... For ..... For.....

Signature ..... Signature ..... Signature .....

(Name and address) (Name and address) (Name and address)

(Official Seal) (Official Seal) (Official Seal)

Place ..... Place ..... Place .....

Date ..... Date ..... Date .....

Witness signature ..... Witness signature ..... Witness signature .....

(Name and address) (Name and address) (Name and address)

**(LETTER OF BID)**

**To be uploaded by the Bidder on his letter head  
during submission of bid online**

To

The Tender Committee

Civil Department, CMPDI HQ, Ranchi

Sub: BID for the Work "Balance work for Construction of Office Building at CMPDI, RI-V, Bilaspur"

NIT No..... dated.....

Tender Id No .....

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 confirm to submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document whenever asked for.

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 CMPDI Ltd.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter

of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our

failure to abide by the said provision CMPDI Ltd. shall, without prejudice to any other right or remedy,

be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar

us from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder

Name:..... Address..... e-mail address.....

Mobile no..... Fax No..... Telephone No.....

In case of JV, signature and other particulars listed above of all partners are mandatory