



**cmpdi**  
A Mini Ratna Company

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

**TENDER DOCUMENT  
FOR**

**SUPPLY, ERECTION AND COMMISSIONING OF  
LT ACBs BY REPLACING EXISTING ACBs IN  
DISTRIBUTION PANEL AND ASSOCIATED  
WORKS AT 11 kV SUB-STATION, CMPDI  
COMPLEX,  
RI-IV, NAGPUR**



January, 2018  
**Central Mine Planning and Design Institute Ltd.**  
(A Subsidiary of Coal India Ltd.)  
Regional Institute-IV, Jaripatka,  
Nagpur - 440014 (Maharashtra)

# **e-TENDER NOTICE**



CORPORATE INDEX NO. U14292JH1975GOI001223

**CMPDI/RI-IV/E&M/2017-18/203-218**

**Date: 18.01.2018**

**e-TENDER NOTICE**

**FOR THE WORK**

Supply, erection and commissioning of LT ACBs by replacing existing ACBs in Distribution Panel and associated works at 11 kV Sub-Station, CMPDI Complex, RI-IV, NAGPUR.

**TENDER NOTICE NO. : 08 of 2017-18**

**DATE: 18.01.2018**

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

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In days)
Supply, erection and commissioning of LT ACBs by replacing existing ACBs in Distribution Panel and associated works at 11 kV Sub-Station, CMPDI Complex, RI-IV, NAGPUR	₹629789.00 (including GST @ 18%)	₹7900.00	90 Days

Tender inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
H.O.D.(E&M),CMPDI,RI-IV, Kasturba Nagar, Jaripatka, Nagpur - 440014,Ph.No.0712-2807242	B.B.KAR, Chief Manager (E&M), CMPDI,RI-IV, Nagpur.Ph.No. 0712-2807252

2. **Time Schedule of Tender:**

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

Please visit  
<http://coalindiatenders.nic.in>  
for dates

**NOTE:** (important):- Auto extension in critical dates may be done as per clause no.14 of the NIT.

For details of qualification requirements, bid security and complete tender document, visit our website [www.cmpdi.co.in.or](http://www.cmpdi.co.in.or) <http://eprocure.gov.in/cppp> [www.publishtender.gov.in](http://www.publishtender.gov.in) Detailed tender notice is available at <https://coalindiatenders.nic.in>.

**NOTE: End user portal agreement of CIL is applicable for CMPDI also. The auto extension of submission of bid shall be applicable as per details mentioned in clause no. 14 of NIT.**

Sd/  
HOD(E&M)  
C M P D I L, RI-IV,  
NAGPUR

Copy to :

1. GM (E&M), CMPDI, HQ, Ranchi.
2. HOD (E&M), CMPDIL, RI-I, II, III, V, VI, VII.
3. GM (E&M), WCL, HQ, Coal Estate, Nagpur.
4. G.M.(GSD), WCL, Coal Estate, Nagpur
5. Staff Officer (E&M), WCL, Nagpur Area, Jaripatka, Nagpur
6. OIC CMPDI Camps Murpar, Anandwan and Durgapur
7. RD, RI-IV, CMPDI, Nagpur.
8. HOD (Finance), RI-IV, CMPDI, Nagpur
9. Notice Boards in RI-IV, CMPDI, Nagpur

With a request to Display  
on Notice Boards

## **SECTION – I**

## **DETAILED TENDER NOTICE**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
(A Subsidiary of Coal India Limited)  
Regional Institute-IV, Jaripatka, Nagpur - 440014  
Maharashtra, INDIA

**DETAILED E -TENDER NOTICE**

**FOR THE WORK**

**Supply, erection and commissioning of LT ACBs by replacing existing ACBs in Distribution Panel and associated works at 11 kV Sub-Station, CMPDI Complex, RI-IV, NAGPUR.**

**Contact No: (A): Ph.: 91-712-2807242, FAX: 91-712-2633234/2643231**

e-mail:rdri4.cmpdi@coalindia.in

**(B): For procedure of bid submission: Phone: 0651 -2233058**

**TENDER NOTICE NO. : 08 of 2017-18**

**DATE:18.01.2018**

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

Name of work	Estimated Cost	Earnest Money	Completion Period
Supply, erection and commissioning of LT ACBs by replacing existing ACBs in Distribution Panel and associated works at 11 kV Sub-Station, CMPDI Complex, RI-IV, NAGPUR	INR 629789.00 (including GST @ 18%)	Rs.7900.00	90Days

**2. Deposit of Bid Security (EMD):**

₹7900.00(INR only) as Earnest Money can be deposited ONLINE.

- 2.1 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.
- 2.2 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, 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 the 'End date and time of Bid Submission' to avoid any system related complications 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.

The Earnest Money shall be deposited in the manner as described in the procurement guidelines. The Earnest Money/ Bid Security shall bear no Interest.

**3. Pre-Bid Meeting:**

The pre-bid meeting shall be held in the office of H.O.D. (E&M). CMPDI, RI-IV / Tender Inviting Authority with address on the scheduled date & time, only if specified in the online. The purpose of the pre-bid meeting is to clarify the issues related to bid document that may be raised by the bidder during the meeting. Non-attendance of the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification.

**4. 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.

**5. User Portal Agreement:**

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

**6. Eligible Bidders:**

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.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 Companies Act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.7 of NIT.

Note: 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 with 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 parameter e.g. experience etc., of the individual partners of the J.V will be as deliberated under clause No 7 of NIT towards fulfillment 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 ClauseNo.7 .of the NIT towards fulfillment of qualification criteria related to financial turnover
  - ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
  - iii) The bid, and in case of successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract..
  - iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
  - v) The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the forms in the joint venture. Such Joint Venture 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 shall be signed by all the partners of the Joint Venture.
  - x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
  - xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that 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 bid document, all the partners of 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 JV and all payments due to the JV shall be credited to the employer in that account only. To facilitate statutory deductions all statutory documents like PAN etc. shall be submitted by the JV before execution of the agreement for the work/before making any payment.

**7. Eligibility Criteria:**

**7.1 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 completed similar works, as a prime contractor during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:

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

Or

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

Or

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

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as 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 prime contractor.) . The document may be issued by the Owner/Govt. department on behalf of the owner.

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

The Work Completion Certificate submitted against Clause 8.8 in respect of composite work should clearly indicate the value of electrical portion of the works executed under the contract.

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

Any one or more of the following electrical erection works (including supply of material) :

- (i) Internal and/or External electrification of building/complex,
- (ii) Electrical sub-station equipment.

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 of 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 certificate as defined in the NIT.

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

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

- 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 tender:-
- i) Any of the 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 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 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 tender.

Or

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

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

- i) More than 50 (fifty)% share in J.V. and
- ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

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

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

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.

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

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 3 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.

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

**7.3 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 issued by the Income Tax Department, Govt. of India.

#### 7.4 Goods and Services Tax (Not applicable for exempted Goods/Services):

The bidder should be either GST Registered Bidder (but not under composition scheme).

OR

GST unregistered Bidder.

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

- i) Confirmation in the form of Yes/No regarding possessing of 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 on-line by the bidder(s) against Eligibility Criteria as Confirmatory Document.

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

- a) Status: GST registered Bidder (But not under Composition Scheme): Required to submit a GST Registration Certificate i.e., unique GST identification No. issued by appropriate authority of India.
- b) Status: GST unregistered Bidder: Required to submit a certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t. to GST in compliance with relevant GST rules or GST Registration Certificate in the name of JV].

Registration:

The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular/ section / rule issued by statutory authorities.

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 with Certificate from Practicing CA/CMA/CS to the effect that aggregate turnover from all his 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.

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

If the turnover of bidder exceeds exemption limit, the bidder must have GST Registration certificate as per GST Act and Rules.

#### **7.5 Legal Status of the bidder:**

The bidder should possess any one of the following document:

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

#### **7.6 Digital Signature Certificate (DSC):**

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

#### **7.7 Banning :**

The bidder would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. The declaration/information should be furnished in the Undertaking to be submitted as per Clause 7.9

#### **7.8 Electrical Contractor License:**

The bidder should possess in his name/firm/company a valid Electrical Contractor License issued by Govt. Deptt. of any Indian State.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of valid Electrical Contractor License issued by the Licensing Authority of any Indian State in the form of Yes/No.

7.9 An **UNDERTAKING** for genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility etc. as per the format given in the bid document at Section – V (Annexure – II).

### **8. Submission of Bid:**

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

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

Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. 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.

**8.3 e-Tender Portal User 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.

**8.4 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 or inability of the bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the bidder.

8.5 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.

8.6 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.

8.7 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/Cover-I:**

- i) Letter of bid.
- ii) Information on Eligibility/Qualifying criteria as detailed at Clause No.7 including necessary scanned documents as elaborated there.

**Part II/cover-II:**

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

**8.8 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 bidders while submitting the bid online (Refer Table below).

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).

The bidder will have to give an undertaking online that if the information/ declaration/ scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.

The bidders will upload the scanned copy of the following specified documents in support of the information/ declarations.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)</b>
1	Letter of Bid (LoB)	<p>Letter of Bid (LoB) on the bidder's letter head, in prescribed format (<b>Annexure- I</b>)</p> <p>Note: In case of JV the LoB is to be signed by all partners</p>
2.	Work Experience (Ref. Clause No 7.1 of NIT)	<p>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.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient/shortfall documents.</p> <p>In case of JV, aforementioned documents of partner(s).</p>
3.	Financial Turnover (Ref. Clause No 7.2 of NIT)	<p>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.</p> <p>(In case of JV, turnover certificate for each individual partner of JV)</p>
4.	Valid Permanent Account Number (Ref. Clause No 7.3 of NIT)	<p>PAN card issued by Income Tax department, Govt.of India .</p> <p>(In case of JV/consortium. PAN card for each Indian partner of JV/ Consortium and Verifiable Tax Registration Certificate of respective country for each foreign partner of JV/ Consortium itself)</p>

5.	Goods and Services Tax Registration (Not applicable for Exempted Services (Ref. Clause No 7.4 of NIT).	<p>The bidder should be either GST Registered Bidder/ Dealer. (But not under Composition Scheme)</p> <p>OR</p> <p>GST unregistered Bidder/ Dealer.</p> <p><u>In respect of above eligibility criteria the bidder is required to furnish the following information online:</u></p> <p>Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.</p> <p>Status of Bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.</p> <p><u>Scanned copy of documents to be uploaded by bidders in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.</u></p> <p>The following documents depending upon the status w.r.t. GST as declared by the Bidder in the BOQ sheet:</p> <p>Status: GST registered Bidder (But not under composition scheme):</p> <p>Document: GST Registration Certificate (i.e. GST Identification Number) issued by appropriate authority of India.</p> <p>Status: GST unregistered Bidder.</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t. to GST in compliance with relevant GST rules or GST Registration Certificate of JV].</u></p> <p><b>If Turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST act and rules.</b></p>
6.	Authorization for Digital Signature Certificate(Ref. Clause No 7.6 of NIT).	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.

7.	Legal Status of the bidder (Ref. Clause No 7.5 of NIT).	Any one of the following document: 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
8.	Valid Electrical Contractor License (Ref. Clause No 7.8 of NIT).	Electrical Contractor License issued by Govt. Dept. of any Indian State
9	Undertaking (Ref. Clause No 7.9 of NIT).	Undertaking regarding genuineness of the information furnished by him online and authenticity of the scanned documents uploaded by him online in support of his eligibility , as per format given at Annexure – II
10	Mandate form for Electronic Fund Transfer	Mandate form duly filled as per Prorforma ( Annexure – III)
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.		

**8.9 Letter of Bid:** The format of Letter of BID as given in the NIT at Section- V (Annexure – I) will be downloaded by the bidder and will be printed / typed on his letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. 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 people signing the Letter of Bid.

**8.10 Price Bid/Cover – II/Part – II :** The Price bid containing the Bill of Quantity will be in the .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 items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e., cost to company). The Price bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/ modification in the excel format may lead to rejection of the 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.

**9. SYSTEM FOR DECISION OF L-1:**

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

- a) The evaluation of the 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 supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable goods/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 he 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 specially 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 and notifications made there under 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
Maharashtra	RI-IV	Nagpur	27AAACC7475N1Z4

- d) 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 and notifications made there under.

- e) The CGST & SGST, IGST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of Tax Invoice, as referred above, by the supplier, so that CMPDIL could be able to avail Input Tax Credit of such CGST, SGST, IGST, GST (compensation to state) Cess reflected in the invoice.
- f) If CMPDIL fails to avail 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 the 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 and Cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.
- g) 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 filled the valid return in accordance with the provisions of the GST Act and the rules made there under.

- 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 shall be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting the Price Bid.

- i) In addition to above, if any other tax/duties are levied over the supply of such goods or services in future shall be paid extra.
- j) E- Way Bill : The e- way bill required in connection with supply of goods or services ,if any, shall be arranged by the supplier / vendor. However e-way bill will be arranged by CMPDIL, if the supplier / vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e- way bill is required to be issued by recipient of goods.
- k) TDS; The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- l) Evidence in support of import of goods : In case of supply of imported goods as per terms of supply order, the supplier shall provide the following documents as evidence of support of goods :
  - a. A certificate from their auditor to the effect that they have paid RS \_\_\_\_\_ as Custom Duty against the import of goods, under supply order \_\_\_\_\_ and that refund of custom duty , if any , shall be passed on to the buyer
  - b. Self attested copy of principal's Invoice / Packing list.
  - c. Self attested copy of bill of entry.
  - d. Certificate of origin.

The supplier shall provide clear linkage of items as per order with documents furnished under clause (ii), (iii), (iv).

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.

**10. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies, royalty, building and construction workers (as applicable in states) whether local, municipal ,provincial or central pertaining to contract payable by the bidder/ Contractor under the Contract (during entire period of 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. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BoQ sheet as per pre-defined logic.

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 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 availer (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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

However, in case bidder/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 the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxies, levies etc., and to deal with such amount in terms of the provisions of the statue 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 (both virgin and non-virgin), acquired by the company under the coal act, the contractor will have to produce a royalty clearance certificate from District Authorities before full and final payment.

#### **11. Tender Evaluation:**

- i) Bid evaluation shall be done after taking in to consideration overall quoted price by the bidder and the effect of Goods and Service Tax (GST), GST Compensation Cess etc., as applicable. L1 will be decided based on Cost to Company.
- ii) After opening price bid, 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 (10x24 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 10days. 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 10days (10x24hours) may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for re-submission of such document/s.

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 this bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no. (i) to (vi)above.

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

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

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

xii) 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.

xiii) 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.

xiv) 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.

12. **Tender Cum Reverse Auction:** Not Applicable.

13. **Abnormally high rate (AHR) & Abnormally low rate (ALR) items ( Item wise evaluation)**

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.

14. **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 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 also be applicable in case of receipt of zero bid.

**Notes:**

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

15. **One Bid per Bidder:**

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

16. **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 be 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.

17. **Site Visit:**

- 17.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to tendered work, drawing connected to 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.
- 17.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site / area or not and has taken all the factors into account while quoting his rates.
- 17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 17.4 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.
- 18. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will, in no case, be responsible or liable for those costs
- 19. **Technical Specifications:** The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
- 20. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees (INR) only.
- 21. **Commencement of Work:** The work should be completed within 90 (ninety) days and the date of commencement shall be reckoned from the 10<sup>th</sup> day of issue of LoA/Work Order or seven days from handing over site of work, which ever is later.
- 22. **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.

23. **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.

24. **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.

25. **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

26. **Letter of Acceptance (LOA ) / Work Order / Agreement:**

26.1 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. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line.

26.2 The notification of Award will constitute the formation of the contract.

27. **Bid Validity:**

Bid shall remain valid for a period of **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 the expiry of original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/ EMD (if submitted in the form of BG) for a period of 90 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/ conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per Clause no. 28 (Modification and Withdrawal of Bid) of NIT.

28. **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 on-line 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. No withdrawal / modification is allowed after end date and time of bid submission.

Withdrawal of bid may be allowed till issue of work order / LOA with the following provision of penal action:

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

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

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

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

#### I. The Mode of Withdrawal :

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

- a. The system of online withdrawal is available on the e- procurement portal up to end date of bid submission, where any bidder can withdraw his/her/their bid which will attract no penal action from department side
- 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 some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

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

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the Business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his dissociation 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.

29. **Postponement of Schedule 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.

30. **Public Enterprise Preference**: The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

31. **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 forms an integral part of this NIT and shall also form a part of the Contract agreement.

32. **Subletting / Sub-vending 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.

33. **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.

34. **Compliance of Statutory Laws:**

34.1 The contractor shall abide by all the statutory rules & regulations related to this contract, whether specified in NIT or not.

34.2 The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes. 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.

34.3 CLIP Portal of CIL: The contractor shall register in CLIP portal ([website http://210.212.20.44.50005/CLIP/Forms/ContractorRegistration.php](http://210.212.20.44.50005/CLIP/Forms/ContractorRegistration.php)) and shall furnish information as stipulated in the portal.

35. 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.

36. **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 tenderers or accept the tender in part and not in its entirety, at its sole discretion.

37. **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 Nagpur, where the subject work is to be executed.

38. **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).

**39. 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 39.

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 redressal of disputes/ differences shall be sought through Sole Arbitration asunder:

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 a side 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".

**40. Non – disclosure / Confidentiality Clause:**

The bidder will not at any time during the 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 CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure 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 others, any Proprietary Information which is disclosed to the bidder by CMPDIL 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 person (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 expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

41 **Pre-Contract Integrity Pact:** Not Applicable.

42 All payments to the contractor will be made through RTGS/NEFT/FT.

# **SECTION – II**

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- i) The Word "**Employer**" or "Company" or 'Owner" wherever occurs in the conditions, means the Central Mine Planning and Design Institute Limited ( CMPDIL), represented by its Head Quarters or any of its Regional Institutes by the appropriate authority or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- 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**" shall mean the officer nominated by the company in the E&M Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.
- viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to

therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii) "**Contract amount**" shall mean:
  - a) in the case of turnkey/ lump sum 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 persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.
- xiv) "**The constructional plant**" means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi) "**Department**" means the E & M Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- 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) "Drawings"/"Plans" shall mean all:

- a) Drawings furnished by the owner with the bid document , if any, as a basis for proposals,
- 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 the work, and
- d) Drawings, if any, submitted by the contractor as per 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) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any from the conditions of the contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract/, Additional Terms and Conditions, Special Terms and Conditions and Commercial Terms & Conditions etc. of contract – as applicable.
- v) Frozen terms and conditions/ technical parameters and revised offer, if any.
- vi) Specifications/ scope of work, if any.
- vi) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- vii) Contract drawings and work programme.
- viii) Safety Code etc. forming part of the tender.
- ix) 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 copy, cost to be charged.

All additional copies should be certified by the Engineer -in -Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised 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 subject 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 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.

#### **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 acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

### **3. Discrepancies in contract documents & Adjustments thereof**

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

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications
- e) BIS specifications

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

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

4. 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 5.00 % 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 Nagpur or branch at ..... . Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

Name of Bank: State Bank of India, [Information to be furnished as the case may be]

Branch: CMPDI Branch,

IFSC: \_\_\_\_\_,

A/c No: \_\_\_\_\_,

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

- 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 CMPDIL, REGIONAL INSTITUE-IV, NAGPUR on any Scheduled Bank payable at its Branch at NAGPUR

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 may 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/ earnest money.

In addition to 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 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% 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 lakhs subject to the condition that amount any Bank Guarantee except last one shall not be less than Rs. 5 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 Scheduled Banks 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.No.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(Taking over certificate with the list of defects) 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, effloresces 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, 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 (second part of bid security) can be released simultaneously after completion of work and taking over by 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. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and 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, and shall be binding on the bidder.

Additional performance security shall be furnished by bidder along with normal performance security.

Failure to submit such additional performance security may result into termination of the contract.

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

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

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

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

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

**4.9 Refund of Security Deposit regarding Specialized Items of Works** (shall be applicable only when relevant item exists in the contract and shall be for 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, waterproofing 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 specialized agencies, the contractor/ firm 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 refunded after expiry of 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 Mechanical and Electrical Works (shall be applicable only when relevant item exists in the contract).**

For some specialized contracts like Pump House, Intake well etc. there may be Civil works 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 contractor shall be refunded to him after expiry of guarantee period, which will be One year 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 contractual agency and will be covered with relevant counter guarantee. Bank guarantee furnished against Performance Security and Retention Money shall be validated for a period of 90 days beyond the guarantee period.

## **5. 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 works 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(s) for such extra items 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 the other schedule of quantities. For deviation 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 of C.P.W.D/N.B.O.

c) In the case of 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 by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of materials and labour and on standard norms of analysis of rate of CPWD/NBO.

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 *w.r.t* the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(E&M) of the company and Staff Officer(E&M) 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 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 (E&M) of the company or SO (E&M) of the Area , if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ..

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

Total payment for such extra items of work shall 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 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE 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 (i) abnormally high rate items and (ii) 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 rate of materials 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 items below plinth level and below 10% for the items above plinth level of the schedule quantity in 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 not applicable for percentage rate tenders for 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 1.2m above the bed level.

- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.
- e) For basement : all works up to 1.2m 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) In the proportion 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 the (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

5.8 The company through its Engineer- In- Charge 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 instructions given by the Engineer- In- Charge. 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. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

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

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 LOA/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 of Tender 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 15 day'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 re-tender.

Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

**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 ( $\frac{1}{2}\%$ ) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii)  $\frac{1}{2}\%$  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% of the 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 Cl.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/LD as deliberated at Clause 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 here-under, 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 contractor shall be liable to **any** extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions 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 genuinity 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/ **they** is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(E&M)/ CM(E&M) 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 endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge.

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

The contractor shall at his own expense , provide all materials required for the work , unless otherwise specified, and the rates quoted by the contractor shall be finished work inclusive of all materials required for completion of the work as specified in the contract.

\* The company may, of its own or at the request of the contractor, supply such material as may be specified, if available, at the rate/rates to be fixed by the engineer – in Charge.

7.1 For the materials which the company has agreed to supply for the contract,, the contractor shall give in writing of his requirements in accordance with the agreed phased programmed to the Engineer – In- Charge sufficiently in advance

7.2 ~~The company will supply stel both reinforcement and structural and cement at the following rates, inclusive of all taxes. The contractor shall bear all the cost of transportation; Handling and storage from the issuing store of the company to contractors work site store.~~

7.3 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 along with GST and any other Tax applicable 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.

7.4 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 of 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 along with GST and any other Tax applicable during the period of work, whichever is more.

7.5 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 HoD/GM(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 godown 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.

**7.6** 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.

**7.7** 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.

**7.8** 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.

**7.9** 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 along with GST and any other Tax applicable during the period of work, whichever is more.

**7.10** 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.

**7.11** All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

**7.12** 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.

**7.13** 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.

**7.14** 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. 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 therefrom, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of temporary structures required in connection with the work.

8.1 For Quality Assurances of all the Electrical 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 authorised representative or any other official of higher rank or any other person authorised 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 authorised 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 therefrom, 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 authorised 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 and 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. 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 therefrom. 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 authorised representative and by the contractor or his authorised 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 remeasured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorised 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 authorised 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 authorised 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 **beadmissible** according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty **to** determine the 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(E&M) of the company and / or the Staff Officer(E&M) of the Area may authorise 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 authorisation of GM(E&M) of the company or Staff Officer (E&M) 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 regularising 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/HoD(E&M) of the company in this case or any other officer nominated by GM/HoD(E&M) for the purpose.

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

- i) Signature of Foreman Incharge (E&M) / Foreman(E&M) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Sr. Officer (E&M)/Asst. Manager (E&M) with appropriate check measurements in the MB's and the bill form.
- iii) Signature of Dy. Manager/ Manager (E&M) with appropriate check measurements in MB's 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.

**9.7.08 Secured Advance:** Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor

at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-In-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.10.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid up to 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

Items against which secured advance can be granted:

### **Category-A**

#### **Civil:**

1. Bricks
2. Stone and brick aggregate
3. Stones
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCl

#### **Electrical:**

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps

9. Generating sets (without oil)

**Items against which secured advance can be granted:**

**Category- B**

**Civil:**

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs
3. Asbestos cement products
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums
6. Bitumen felt
7. Polythene pipes and fittings and tanks
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated / Safety, one way vision, and bullet proof glasses.
10. Chemical required for anti-termite treatment (in sealed drums)
11. Paints, varnishes, distempers, pigment, spirits etc.

**Electrical:**

1. Transformers
2. Oil-filled switch gears.
3. L.T. & H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes
7. Epoxy cable compounds
8. Electric light fittings
9. Wooden battens, casing & capping and wooden boards
10. Flexible wires
11. PVC materials
12. Oil and lubricants
13. Rubber materials
14. Glass wool, thermocole & other insulating materials
15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

Items against which no secured advance shall be granted:

**Civil:**

1. Glass products other than those indicated in Category-B.
2. Sand and moorum
3. Chemical compounds other than those indicated in Category-B.

**Electrical:**

1. Glass gloves and shades
2. Bulbs and tubes
3. Petrol and diesel
4. Freon and other refrigeration gases

**9.8** Income tax deduction @ 2% (Two percent) of the gross value(Excluding GST) 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.

Building and Construction workers Cess (as applicable in states) shall be payable by 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-bonafide methods of competitive tendering

**Or**

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

**Or**

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

**Or**

f) transfers, sublets, 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 carry out balance work through 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 unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

i) Forfeiture of security deposit comprising 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 provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

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

Suspension of work – 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 of work or any part thereof for such time in such manner as the Engineer-in-Charge 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, or part thereof .

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction 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 Engineer-In Charge & 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 EIC.
- 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, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. 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 the 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 out, 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 course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased 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**

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.

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 EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

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 materials, 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. 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 work 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, technical and managerial staff as mentioned below.

SL.NO	Value of Work	Manpower Requirement
1	More than Rs10 Crores	One Resident Engineer (Degree Holder), One Engineer (Degree Holder), Two Engineers (Diploma Holder)

2	Rs 5 Crores to 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
3	Rs 2 Crores to 5 Crores	One Resident Engineer (Diploma Holder), One Engineer (Diploma Holder)
4	Rs 50 lakhs to 2 crores	One Resident Engineer (Graduate/ Diploma Holder)

For the work below Rs. 50 lakhs, the deployment of manpower shall be as assessed by Engineer – in - Charge.

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 engineerin-Charge in writing and the Engineerin-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, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 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 authorised 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 authorised 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 familiarise 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 authorised representative with work reports from time to time regarding the contractor / contractors organisation and the progress made by him / them in the execution of the work as per the contract.

ix) All duties, taxes (excluding Goods and Services Tax & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess ( as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of 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. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per pre-defined logic.

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 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, levies etc., the same shall become recoverable from the contractor. The details of such duties, taxes, other levies etc., 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 & GST Compensation Cess by service aviler (i.e. CIL/ Subsidiary) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

However, in case bidder/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 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 CIL/Subsidiary, 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 and 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 the 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 the case of collection of minor minerals in area (both virgin and non-virgin),, acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

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 him as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions 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 addition 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 total 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 premium 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 installments 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 certificate of insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations 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. and the Central Govt. in respect of CGST Act, 2017 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 :**

***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 shall be referred to Area GM or GM/HoD (E&M). 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 difference still persist , the settlement of the dispute shall be resolved in following manner:

Disputes relating to commercial contracts with Central Public Sector Enterprises/ Govt. Departments (except Railways, Income Tax, Custom and 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 disputes may be sought through Arbitration (The ARBITRATION AND CONCILATION ACT, 1996 AS AMENDED BY AMENDMENT ACT OF 2015).

**16.1** 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 16.

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

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.
- c) 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.
- d) Subject as afore said , Arbitration and reconciliation act , 1996 as amended by Amendment Act, 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under the clause.

17. In the event of recovery of any claim towards LD Charges , Penalty fee, fine or any other charges (Except EMD) from the supplier / Vendor , the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/ Invoice or any other dues.

## **SECTION – III**

# S A F E T Y   C O D E

## **ADDITIONAL SAFETY MEASURES TO BE TAKEN BY THE CONTRACTORS**

- 1) 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 source of danger or a cable or apparatus used by the operator shall remain, electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding.
- 2) 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.
- 3) When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any ring, watches and carry keys or other materials which are good conductors of electricity.
- 4) Every person who is working on an electric supply line or apparatus or both shall be provided with tools and devices such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets, line testers and the like for protecting him from mechanical and electrical injury.
- 5) Before starting any work on the existing installation, it should be ensured that the electric supply to that portion in which the work is undertaken is preferably cut off. Precautions like displaying "Men at Work" caution boards on the controlling switches, removing fuse carrier from these switches, and these fuse carriers being kept with the person working on the installation, etc. should be taken against accidental energisation. 'Permit to Work' should be obtained from the person authorized by the department. No work on H.T main should be undertaken unless it is made dead and discharged to earth with an earthing lead of appropriate size. The discharge operation shall be repeated several times and the installation connected to earth positively before any work is started.
- 6) Before energizing on an installation after the work is completed, it should be ensured that all tools have been removed and accounted, no person is present inside any enclosures of the switch board etc., any earthing connection made for doing the work has been removed, 'Permit to Work' is received back duly signed by the person to whom it was issued in token of having completed the work and the installation being ready for re-energising and "Men at Work" caution boards removed.
- 7) All safety devices mentioned or described herein shall be maintained in safe conditions and no equipment shall be altered or removed while it is in use.. Adequate washing facilities shall be provided near places of work.
- 8) These safety provisions shall be brought to the notice of all concerned by display on Notice Board at a prominent place at the workspot. The persons responsible for compliance of the safety codes shall be named therein by the contractor.
- 9) To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-In-charge of the department or their representatives.

- 10) Notwithstanding the above clauses from (1) to (9), there is nothing in these to exempt the contractor from the operation of any other Act or rules in force in Republic of India.
- 11) All necessary precautions should be taken to prevent any mishap during loading , unloading and shifting of equipment.

## SECTION – IV

## **INFORMATIONS &GENERAL TECHNICAL REQUIREMENTS**

### **1.0**

#### **GENERAL :**

1.1 CMPDI, RI-IV is situated in Nagpur city at a distance of about 7 kilometer from the railway station . The CMPDI complex houses residential buildings and office buildings inside it. Power to residential colony, the offices and other utilities is supplied from a 11 kV sub-station having 2 nos. of 250kVA , 11 kV/433 V Transformer and distribution panels located inside the complex. Power at the sub-station is received through cables from MSEDCL overhead line tapping point located outside the complex. The present work includes mainly i)dismantling of existing ACBs of the Distribution Panel and ii) supplying, erection and commissioning of new ACBs (Air Circuit Breakers) in the Distribution Panel.

#### **1.2 Scope of Work:**

The scope of this tender package is briefly as under:

- i) Dismantling of existing ACBs consisting of 2 nos. incomer ACB, L & T make and 1 no. bus coupler, L & T make from the Distribution Panel.
- ii) Arrangement of temporary charging of the Distribution Panel for continuation of electric supply in the Institute after dismantling existing ACBs.
- iii) Supply, erection and commissioning of LT ACBs comprising of 2 nos. incomer and 1 no. Bus Coupler.
- iv) Provision of earthing of the ACBs etc.
- v) Provision of earth pits with all materials and accessories.
- vi) Making all arrangements for any modification in the Bus Bars and the Distribution Panel for proper fitting of the ACBs and its terminal connections.

#### **1.3 System Configuration:**

a) 433 V power supply system :

- i) Supply system voltage :  $433 \pm 10\%$ , 3 Phase& neutral
- ii) Supply system frequency : 50 Hz
- iii) System neutral : Solidly earthed

b) Utilisation Voltages :

- i) Lighting : 230 V single phase
- ii) Power sockets : 230 V single phase

c) Sub-station:

- i) Incoming supply to transformer : 11 kV, 3 Phase, 50Hz
- ii) Transformer outgoing supply : 433 V, 3 Phase &Neutral, 50 Hz
- iii) Neutral earthing : Solidly grounded

## **2.0 GENERAL TECHNICAL REQUIREMENTS:**

### **2.1 General Information:**

The successful tenderer shall execute the work as per the Bill of Quantity (BOQ) specified in the NIT and the relevant specifications. The work shall have to be completed and made operative in detail. Any item or material which may not have been specifically mentioned but incidental to or necessary for completing an item of work shall be provided by the bidder without any additional charge to CMPDI.

### **2.2 General guidance for supply & installation and standards to be followed :**

i)The electrical equipment/installations / design shall be in accordance with the requirements of the following, wherever applicable :

- a) The Indian Electricity Rules, 1956 updated & amended till recently
- b) The Indian Electricity Act, 2003
- c) Relevant standard set by Bureau of Indian Standard (BIS)/International Electrical Commission (IEC).
- d) Specification for Electrical Works 2008, PWD (Electrical Wing), Maharashtra
- e) Any other relevant rule/special rule.

**ii) QUALITY OF MATERIALS:**

All materials and equipment supplied by the contractor shall be new , of the best quality obtainable and shall comply with the respective Indian Standard Specifications wherever applicable. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site. Make of the Materials to be used for the electrical work should be approved by Appropriate Government Authority such as PWD (Electrical Wing) Maharashtra.

**iii)WORKMANSHIP :**

Good workmanship and neat appearance are the pre-requisites for compliance with the various sections of these specifications. The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.

**iv)PROPER SUPERVISION/SKILLED WORKMEN:**

The work shall be carried out under direct supervision of a person holding a certificate of competency issued under IER, 1956 as applicable and in accordance with the statutory rules and regulations in force. The relevant I.S.I. Code of practice for electrical installation and safety shall be followed wherever applicable. The contractor shall engage suitably skilled/licensed workmen for execution of work under the supervision of license holder supervisor.

**iv) Location :**

Exact position of ACBs and associated works shall be got approved by the Engineer-in-charge before the commencement of the work. Wherever required, detailed drawings shall be prepared and got approved.

**V) EARTHING :**

Except for equipment provided with double insulation, all non-current carrying metal parts of electrical installations are to be earthed properly. All metal conduits, cable sheaths, switchgear, distribution boards etc. shall be bonded together and connected to an efficient earth electrode.

**vi) TESTING:**

After completion of work, the Contractor shall have to carry necessary IR test and earth test with megger & earth tester and the test report of the same shall be submitted. All other tests required before commissioning of the equipment / apparatus/ cables etc. shall be carried out.

**vii) Approval :**

The Contractor should obtain the necessary approval for the work from the Electrical Licensing Authority of the state, wherever required. The contractor shall carry out all modifications and rectification as demanded by the authority.

**viii) Inspection**

All materials will be inspected at site and /or at manufacturer's site by CMPDI's representative before using them for the work to ascertain its conformity to NIT / work order specifications.

**ix) Guarantee Period**

The equipment supplied, erected and commissioned under this contract shall be guaranteed against all types of defects (manufacturing or workmanship) for a period of minimum one year from the date of commissioning and successful operation of the system. Any defect in the system/ sub-assemblies found within the guarantee period shall be rectified /replaced by the tenderer free of cost.

**x) Electric supply in the complex during work:**

As the work involves replacement of existing LT ACBs of the Distribution Panel , arrangement is required to be made for temporary charging of the Distribution Panel to ensure minimum disruption of electric supply in the Institute.

## **SECTION – V**

## **ANNEXURES.**

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE:**

**FORMAT OF “Letter of Bid”**

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

To  
The Tender Committee  
M/s Central Mine Panning & Design Institute Ltd.,  
Regional Institute – IV, Jaripatka,  
NAGPUR – 440014

Sub: Letter of Bid for the work “.....”

Ref.:1.NIT No.:”.....”

2. 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 hereby submit all the documents as required to meet the eligibility criteria as per provision of bid-notice / document.

I/We hereby confirm that the 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 CMPDIL.

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 CMPDIL.

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 CMPDIL 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 of 12 months.

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

**ANNEXURE - II**

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD ) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :**

**FORMAT OF UNDERTAKING**

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

1. I/We am/are submitting bid for the work ..... against NIT No./Tender ID ..... Dated.....and I/We offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CMPDI 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 are genuine, authentic, true and valid.
5. I/We authorize department to check references/ clarifications from our Bankers.
6. 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.

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)).

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

\*Delete whichever is not applicable

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING**  
**PAYMENT**

To

**Central Mine Planning & Design Institute Limited,  
 Regional Institute-IV, Jaripatka, Nagpur-440014**

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

**Ref.:** Order No. \_\_\_\_\_ Date \_\_\_\_\_ and / or Tender / Enquiry / Letter No. \_\_\_\_\_ Date \_\_\_\_\_

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

1. **Name of the Party** : \_\_\_\_\_

2. **Address of the Party** : \_\_\_\_\_

City \_\_\_\_\_ PIN Code \_\_\_\_\_  
 E- Mail Id \_\_\_\_\_  
 Permanent Account Number \_\_\_\_\_

3. **Particulars of Bank**

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

4. **Date from which the mandate should be effective.**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

**Signature of the party / Authorized Signatory.**

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

Banker's Stamp:

Date :  
 Banks

(Signature of the Authorized official from the

**PROFORMA FOR EXECUTION OF AGREEMENT****AGREEMENT NO.\_\_\_\_\_ Dt.\_\_\_\_\_**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20.... between the Central Mine Planning and Design Institute Limited, REGIONAL Institute-IV, Nagpur, a Company Registered under the Indian Companies Act, 1956 having its Registered Office at Gondwana Place, Kanke Road, Ranchi (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the contractor) carrying on business as a (Partnership / proprietorship / Ltd. Co. etc.) firm under the name and style \_\_\_\_\_ (hereinafter called the "said Contractor" which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

And whereas the Company invited tender for the work of \_\_\_\_\_ against Tender Notice No. \_\_\_\_\_.

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 said work.

**NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:-**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page ..... to .....
  - ii) Schedule-A General Terms & Conditions. Special Conditions and General Technical Specifications (Page ..... to .....) and Safety Code.
  - iii) Schedule-B The probable Quantities and Amount (Page ..... to .....
  - iv) Schedule-C Negotiation letters –
  - iv) Schedule-D Letter of Acceptance / Work Order (Page ..... to .....
  - v) 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 item's measurements at unit prices by the Company, the said Contractor shall, subject to the terms & conditions 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.

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 terms and 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 Signature

..... on behalf  
of

(name of Company) in presence  
of :

1. Name : Signature

## 2. Address :

**ANNEXURE -V**

**BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT/BID**  
**SECURITY**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

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

To:

**Central Mine Planning & Design Institute Limited,  
Regional Institute-IV, Jaripatka, Nagpur-440014**

WHEREAS \_\_\_\_\_ *[name and address of Bidder]* (hereinafter called "the Bidder") shall be submitting its Bid dated \_\_\_\_\_ *[date of the Bid]* for the work. \_\_\_\_\_ *[name of the work]* (hereinafter called "the Bid").

KNOW ALL MEN by these present that we, \_\_\_\_\_ *[name of the bank]* of \_\_\_\_\_ *[name of the country]* \_\_\_\_\_ having our registered office at .... .... *[address of the bank]* (hereinafter called "the bank"), are bound unto the **Central Mine Planning & Design Institute Limited, Regional Institute, Nagpur-440014** (hereinafter called "the Employer") for the sum of ..... *[amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITION of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form ; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity :
  - (a) Fails or refuses to execute the Contract Agreement when required ; or
  - (b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

We, \_\_\_\_\_ *[name of the bank]* undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common \_\_\_\_\_

Seal of \_\_\_\_\_

Bank

ANNEXURE - VI

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY /**  
**GUARANTEE ( TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

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

To

**Central Mine Planning & Design Institute Limited,  
Regional Institute-IV, Jaripatka, Nagpur-440014**

In consideration of the **Central Mine Planning & Design Institute Limited,Regional Institute, Nagpur-440014** , having its Registered office at CMPDIL,, **Gondwana Place, Kanke Road, Ranchi – 834 031**(hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_ [Name & Address of the Contractor] (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_ [Name of the Work] by issue of Letter of Award No. \_\_\_\_\_ [Work Order / Letter of Intent No.] and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_ valued at \_\_\_\_\_ [value of Work Order] (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_\_\_ [indicate figure]% of the Contract Sum \_\_\_\_\_ [amount in figures and words] from a Nationalized / Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_ [name of the Bank], of \_\_\_\_\_ [address of the Bank] (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of

\_\_\_\_\_ [amount of guarantee in figures and words], at any time from \_\_\_\_\_ to \_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and on behalf of the Bank

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank \_\_\_\_\_

## ANNEXURE – VII

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

### GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF SUPPLY , ERECTION AND COMMISSIONING WORKS OF ACBs

This agreement made this ..... day of ..... two thousand ..... between M/s ..... (hereinafter called the Guarantor of the one part) and the other CMPDIL (here in after called the owner of other part).

Whereas this agreement is supplementary to the contract (hereinafter called the contract) dated.... Made between the Guarantor of the one part and subsidiary the other part, whereby the contractor, inter alia, undertook to render the work of supply, erection and commission of ACBs in the said contract rectified, completely during the guarantee period of one year after completion of work.

Whereas the Guarantor agreed to give guarantee to the effect that the said work of supply, erection and commission of ACBs will remain under Guarantee for minimum one year to be reckoned from the date after the completion of commissioning work.

During the period of guarantee the Guarantor shall make good all defects and for this matter, shall replace at his risk and cost such parts as may be damaged/not functioning, he shall replace the parts/rectify at his cost to the satisfaction of the Engineer- in-charge, and shall commence the works of such rectification within 7 (seven) days from the date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the Guarantor's cost and risk, and in the latter case the decision of the Engineer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to rectify defects etc. or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and / or damage and / or cost incurred by the subsidiary, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the guarantor..... and by ..... For and on behalf of the CMPDIL on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of –

1)

2)

Signed for and on behalf of CMPDIL by .....in the presence of –

1)

2)

\* In the above document CMPDIL is represented by CMPDIL, RI-IV, Nagpur.