

QUOTATION DOCUMENT

1 Name of work : **Annual Rate Contract for Binding work with supply of materials required for binding.**

2 Quotation Notice No. & Date : CMPDI/RI-VII/BBSR/P&A/2018/E-196890 Dtd. 23.07.18

3 Earnest Money Deposit : Rs 1700/-(Rupees One thousand seven hundred only).

4 Completion period of work : One Year

5 Date & time of submission of Quotation : Up to 04.00 pm. on 28.07.2018

6 Date & time of opening of Quotation : At 3.30 p.m. on 30.07.2018

7 Quotation Document issued to : _____

Signature of Issuing Officer

Certified that this documents contains from page 01 to 19



Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)

Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar – 751013
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223



cmpdi

A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इंडिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-६, सामन्तपुरी, निकटस्थ गांधीपार्क, पो:आर.आर.एल, भुवनेश्वर ७५१०१३
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar - 751013
Registered Office- CMPDI HQ, Gondwana place, Kanke Road, Ranchi- 834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

No.: CMPDI/RI-VII/BBSR/P&A/2018/E- 196890

Dt. 23.07.2018

QUOTATION NOTICE

Sealed quotations are invited from the eligible parties for the following work to be executed at CMPDI RI-VII Office Building, Bhubaneswar:

Sl. no.	Name of work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Duration Period
1.	Annual Rate Contract for Binding work with supply of materials required for binding	1,34,190.00	1700.00	12(Twelve) months from date of issue of work order

Quotation document can be obtained on request in writing from the office of HOD (P & A), CMPDI, RI-VII, Bhubaneswar, Odisha on any working day between 11.00 am and 4.00 pm. Quotation Documents will be available free of cost from 23.07.2018 to 27.07.2018.

Duly filled in sealed quotations in Single Part should be submitted in the office of the HOD (P & A), CMPDI ,RI-VII, Bhubaneswar up to 4.00 p.m. on 28.07.2018 and quotations shall be opened at 3.30 p.m. on 30.07.2018 in presence of the attending quotationers or their authorised representatives at the office of the HOD (P & A), CMPDI RI-VII, Bhubaneswar.

The Earnest Money will have to be deposited in the form Bank Draft from any nationalized/scheduled Bank payable to "CMPDI LTD, Regional Institute, Bhubaneswar" payable at Bhubaneswar.

Quotationers are required to submit all the required documents given in the Quotation documents along with Earnest Money and duly filled price bid. All the said documents should be self-authenticated by the Quotationer.

CMPDI does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations without assigning any reason whatsoever.

-Sd-
HOD (P & A)

Copy to:

1. RD, CMPDI RI-VII, Bhubaneswar-for kind information
2. All HOD's ,CMPDI RI-VII, Bhubaneswar
3. Notice Board CMPDI RI-VII, Bhubaneswar

Bill of Quantities for the work “ Annual Rate Contract for Binding work with supply of materials required for binding ”				
Sl. No.	Description of Items	Rate/Unit (Rs.)	GST % (if applicable)	Total Cost (Rs.) inclusive GST
1	Binding of paper/voucher with 32 no. Board (FC size)			
2	Binding of paper/voucher with 32 no. Board (DFC size)			
3	Binding of Computer sheets of 132 col. (15”X12”) with 32 no. Board (FC size)			
4	Binding of Register with Canvas & Cloth (FC size) 32 no. Board			
5	Binding (Board & Jacketing)			
6	Boxes (Card board with resin 0 size 13”X9”X8”)			
7	Plan folding (6 X 7 copies X 200 plans)			
8	RATE FOR SPIRAL BINDING			
	i) 1 to 100 pages			
	ii) 100 to 150 pages			
	iii) 150 to 200 pages			
	iv) 200 to 300 pages			
	v) 301 to 400 pages			
	vi) 401 to 500 pages			
	vii) 501 to above pages			
				Total
Amount in words:				

Note: Rates should be quoted excluding impact of GST.

Bidder's Declaration for Service Tax

S.No	Status of GST of the bidder	Tick the appropriate
1.0	GST Registered Party	
2.0	GST Unregistered Party	

Signature of quotationer

Instructions to the Quotator

Documents to be submitted by the bidder to become technically eligible

- i. Earnest Money Deposit of Rs. 1700.00 (Rupees One Thousand Seven Hundred only) in the form of Demand Draft drawn on any nationalized/scheduled Bank payable to "**CMPDI LTD, Regional Institute, Bhubaneswar**" payable at Bhubaneswar.
- ii. Photocopy of Permanent Account Number (PAN).
- iii. GST of the bidder:

The bidder should be either

GST Registered Bidder/ Dealer
OR

GST unregistered Bidder/ Dealer

The bidder should tick the appropriate category in the table given along with Bill of Quantities (BoQ) and should submit the required documents in support of information/ declaration furnished.

Any one of the following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

- a) Status: GST registered Bidder/Dealer:

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

- b) Status: GST unregistered bidder/Dealer:

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

- iv. A commitment is to be submitted in the form of **UNDERTAKING** on Bidder's letter head as per the format given in the bid document at Page No. 19 regarding genuineness of the papers.

Tenders shall be rejected outright without any reference if the tenderers fails to submit the above mentioned documents or if found anything wrong. Documents submitted along with the tenders shall be final and no supplementary document shall be accepted.

SCOPE OF WORK

Ref: Annual Rate Contract for binding work with supply of material required for binding:

1. It covers binding of reports, book etc. with supply of all necessary material required for binding as per quoted price in the schedule of price. The job may be done at bidder premises or in RI-VII Office. For doing the job at his/their premises, the party is to receive the printed material from respective department of RI-VII Office, Bhubaneswar and deliver them after binding to concerned department at RI-VII Office, Bhubaneswar at his/their own risk within stipulated time period. No instrument/machine shall be provided by the company for the said work.
2. The job shall be assigned to the party as and when required throughout the period of one year from the date of issue of work order. The quantum of job for each phase shall be determined by the concerned departmental head. Total volume of work in the year may vary at the discretion of the Competent Authority and the payment shall be made accordingly at the quoted rates.
3. Entire job of binding shall be done as per the instruction by concerned department and is subject to changes if felt necessary by the concerned department.
4. Payment shall be made separately for each phase of work after satisfactory completion of the job.

MAJOR TERMS AND CONDITIONS

1. Competent Authority reserves the right to cancel the tender, postpone the date of receipt and opening the tender or redefine the volume of work without assigning any reason what-so-ever or any clarification or notification to the parties. Competent Authority reserves the right to reduce the volume of work even after the award of job and payment shall be made according to the actual volume of work executed and as per quoted rate.
2. Competent Authority reserves the right to cancel/terminate the work order in between, in case the quality of job being done are not satisfactory within seven days' notice either verbally or in writing. No payment shall be made in that case for part supply or part completion of the job done.
3. The payment will be made by Electronic Fund Transfer (EFT) mode only. Successful bidder shall submit the details as per format to be collected from the Finance department and to be submitted along with the bill with original Signature and stamp.
4. Conditional/incomplete tenders will not be accepted and shall be outright rejected.
5. Issuance of tender documents does not mean that the parties are considered qualified.
6. The experience as given in the eligibility criteria should be in the name & style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.
7. No offloading or sub-contracting is permissible. If it is reported or found in any stage after opening the offer or even after issuing the work order, the same shall be treated as cancelled and

terminated. The bidder shall closely study all specifications in details, which governs the rates for which he/she/they is/are tendering.

8. 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 reason whatsoever and split up the work between two or more tenders or accept the tender in part and not in entirety.
9. This quotation notice shall be deemed to be part of the work order.
10. The rates, terms and conditions offered shall be valid for a period of one year from the date of opening of Price Bid/Revised Price Bid (if any).
11. Payment : 100% payment within 21 days against submission of pre-receipted bills duplicate from your end after certification from respective user departments.
12. Paying authority: HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
13. The successful bidder will submit bill in triplicate duly stamped and pre-receipted to the Consignee for arranging payment in time along with all relevant documents (if required).
14. Penalty will be imposed for non-completion of work in scheduled time as laid in relevant clause of General Terms and Conditions.
15. All disputes are subject to Bhubaneswar Court Jurisdiction.
16. The bidder shall be wholly and solely responsible for full compliance with provisions under all labour laws and/or regulation, such as payment of wages act, minimum wages act, employees liability act, workman's compensation act, Industrial dispute act, contract labour act and any modification thereof or any other law and rules under time to time.
17. The bidder shall at his own cost arrange for safety provisions stipulated by Government of local authorities or as required by the owner in respect of all labour directly employed for performance of the works and shall provide facilities in connection therewith. The bidder shall provide personal protective equipment and insulated tools to his personnel for carrying out the job. Responsibility of safety of all the persons engaged in the job shall be solely borne by the bidder.
18. The bidder shall not employ any labour under 18 years of age on the job.
19. Entry to our office building in Bhubaneswar shall be the responsibility of the tenderer.

GENERAL TERMS AND CONDITIONS

1. Discrepancies in contract documents & Adjustments thereof:

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

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

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

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

2. Security Deposit:

- 2.1 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
- 2.2 Performance Security should be 5% of contract amount and must be submitted within 28 days of receipt of LOA by the successful bidders in the form of Demand Draft drawn in favour of **CMPDI LTD, Regional Institute, Bhubaneswar** on any Scheduled Bank payable at its Branch at **Bhubaneswar**

The bid security deposited in the form of Demand Draft/cash shall be adjusted against the performance (1st part of Security Deposit) at bidder's option.

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

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months

- 2.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).
- 2.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

Retention Money will be refunded after issue of No Defect Certificate.

- 2.5 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the bidder 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 bidder subsequent on account running bills, if any.

2.6 Refund of Security Deposit: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the bidder 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 HOD(User Depts), one half of the security deposit (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No.: 2.3.

The other half shall be refunded to the bidder after issue of No Defect Certificate by the HOD(User Depts), 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 list of defects) is/are rectified to the satisfaction of the HOD(User Depts), within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

2.7 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 analyzed 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 total work is completed.

3. 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.

3.1 The company through its HOD(User Depts), 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 bidder shall be bound to carry out the works in accordance with the instructions given to him in writing by the HOD(User Depts) or his authorised 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 bidder 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.

- 3.2 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.
- 3.3 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 HOD(User Depts) or his authorised representative as follows:

- a) 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 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 derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

- b) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the bidder may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The HOD(User Depts) or his authorised representative shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

In case of any difference between the bidder and the HOD(User Depts) or his authorised representative as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. HOD (P & A), whose decision shall be final and binding on the bidder.

- 3.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.
- 3.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the bidders 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 HOD(User Depts) or his representative to the accepting authority of the company i.e. HOD (P & A), 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 HOD(User Depts) or his authorised representative to the accepting authority of the company, i.e. HOD (P & A), if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD 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.

4. 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 the bidder.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work, whichever is later.

4.1 If the bidder, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the bidder 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 bidder to take part in the future re-tender.

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

4.2 If the bidder fails to complete the work 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 completion 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 amount of the contract/ 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 bidder under this or any other contract with the company.

4.2.1 The company, if satisfied, that the works can be completed by the bidder 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 bidder 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.3.2.

- 4.2.2 The company, if not satisfied that the works can be completed by the bidder, and in the event of failure on the part of the bidder 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.
- 4.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the bidder to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 4.2.4 In the event of such termination of the contract as described in clauses 4.2.2 or 4.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 4. Additionally the bidder shall be debarred from participating in the future tenders for a minimum period of 12 months.

4.3 The company may at its sole discretion, waive the payment of compensation on request received from the bidder 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.

4.4 **Extension of date of completion:** On occurrences of any events causing delay as stated hereunder, the bidder shall intimate immediately in writing to the HOD(User Depts) or his authorised representative.

- 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 and proprieities, quarantine embargoes

The successful bidder/ bidder 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 bidder / bidder 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 bidder / bidder shall be liable to pay 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 exists.

- 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 bidders 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 bidder.

4.4.1 A HINDRANCE REGISTER shall be maintained by both department and the bidder 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 bidder may also record his observations in the Hindrance Register. In case the bidder 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 bidder & the decision to be communicated within 15 days.

4.4.2 The bidder 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 bidder in writing by the company through the HOD(User Depts) or his authorised representative within 1(one) month of the date of receipt of such request.

4.4.3 The opinion of the HOD(User Depts) or his authorised representative, whether the grounds shown for the extension of time are or are not reasonable, is final. If the HOD(User Depts) or his authorised representative is of the opinion that the grounds shown by the bidder are not reasonable and declines to the grant of extension to time, the bidder cannot challenge the soundness of the opinion

The opinion of the HOD(User Depts) or his authorised representative that the period of extension granted by him is proper or necessary is not, however, final. If the bidder feels that the period of extension granted is inadequate he can appeal to the HoD (P & A) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

4.4.4 Provisional extension of time may also be granted by the HOD(User Depts) or his authorised representative 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.

4.4.5 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 Bidder or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the bidder 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 HOD(User Depts) or his authorised representative can grant extension of time even in the absence of application from the bidder.

Such extension of time granted by the HOD(User Depts) or his authorised representative is valid provided the bidder 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 bidder 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 HOD(User Depts) or his authorised representative.

5. 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 bidder :-

- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the HOD(User Depts) or his authorised representative, 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 HOD(User Depts) or his authorised representative, then on the expiry of the period as may be specified by the HOD(User Depts) or his authorised representative in a notice in writing.

Or

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

Or

- 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 HOD(User Depts) or his authorised representative in a notice in writing.

Or

- f) Transfers, sublets, and assigns the entire work or any portion thereof without the prior approval in writing from the HOD(User Depts) or his authorised representative. The HOD(User Depts) or his authorised representative may by giving a written notice, cancel the whole contract or portion of it in default.

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

- a) If the bidder 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 bidder being a company, its affairs are under liquidation either by a resolution passed by the bidders 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 bidder's company, if any.

- c) If the bidder 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 bidder 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.

7. On cancellation of the contract or on termination of the contract, the HOD(User Depts) or his authorised representative shall have powers:

- a) To take possession of the any materials etc. thereon and carry out balance work through any means or through any other agency.
- b) To give the bidder 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 HOD(User Depts) or his authorised representative shall fix the time for taking such final measurement and intimate the bidder in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the bidder is present or not. Any claim as regards measurement which the bidder is to make shall be made in writing within 7 (seven) days of taking final measurement by HOD(User Depts) or his representative as aforesaid and if no such claim is received, the bidder 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 bidder to measure up the work of the bidder 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 bidder or take up departmentally, to complete the work. The bidder whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months. In such an event, the bidder shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:
 - i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the bidder.

The amount to be recovered from the bidder 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 bidder on any account or under any other contract and in the event of any shortfall, the bidder 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 HOD(User Depts) or his authorised representative, the bidder 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 bidder 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 HOD(User Depts) or his authorised representative HOD(User Depts) or his representative 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 bidder as stated in 5.1(d).

8. Suspension of Work: The Company shall have power to suspend the work. The bidder shall on receipt of the order in writing of HOD(User Depts) or his representative (whose decision shall be final and binding on the bidder), suspend the progress of work or any part thereof for such time in such manner as the HOD(User Depts) or his authorised representative HOD(User Depts) or his representative 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 bidder, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the bidder or,
- c) For safety of the works, or part thereof, the bidder 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 bidder shall carry out the instructions given in this respect by the HOD(User Depts) or his authorised representative & if such suspension exceeds 45 (forty five) days, the bidder will be compensated on mutually agreed terms.

9. Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its HOD(User Dept), shall give notice in writing to that effect to the bidder and bidder shall act accordingly in the matter. In the event of abandonment, the bidder shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- a) to pay the bidder at the contract rates full amount for works executed and measured at site upto the date of such abandonment.
- b) 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 bidder.
- c) to pay for the transportation of tools and plants of the bidder from site to bidder's place or to any other destination, whichever is less.

6.4.1 The party shall, if required by the HOD(User Dept, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the HOD(User Depts) or his authorised representative to assess the amounts payable in terms of clauses 6.4 (a) (c) & (e) of the contract. The bidder shall not have any claim for compensation for abandonment of the work, other than those as specified above.

10. Carrying out Part Work at Risk & Cost of Bidder.

If the progress of the work or of any portion of the work is unsatisfactory, the HOD(User Depts) or his authorised representative, after giving the bidder 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 bidder with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the HOD(User Depts) or his authorised representative for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the bidder. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the bidder. The bidder, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the party at his agreement rates, the difference shall not be payable to the party.

In the event of above course being adopted by the HOD(User Depts) or his authorised representative, the bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

11. Additional Responsibilities of the Bidder(s)

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

- i) The bidder shall employ only competent, skillful and orderly men to do the work. The bidder 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 bidders 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 bidder(s). In case of accidents, the bidder(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 bidder(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 HOD(User Depts) or his authorised representative or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by HOD(User Depts) or his representative.

In no case any structure condemned by the HOD(User Depts) or his authorized representative 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 bidder from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The bidder 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 bidder shall comply with the provision of the safety hand book as approved and amended from time to time by the Government.

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

ix) All Duties taxes (excluding Goods & Service Tax) and other levies, octroi, royalty, building and construction worker's Cess (as applicable in States) whether local, municipal, provincial or central pertaining to the annual rate contract payable by the bidder under the contract (during the entire period of contract) or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

Similarly, if there is any decrease in such duties, taxes, levies etc. which is notified during pendency of work it shall become recoverable from the bidder. The details of such duties, taxes, levies etc. with rates should be declared by the bidder in the price bid.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service receiver (i. e. CMPDIL) to bidder (if GST payable by bidder) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder.

However, in case bidder is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule. If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax- invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per relevant conditions of the contract of the bidding document.

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

In case of collection of minor minerals in area (virgin or non-virgin) acquired by the company under the Coal Act, the bidder will have to pay royalty etc. to the State Government or an appropriate deduction may be made in the rate to be paid to the bidders.

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

12. 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:

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.

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.

13. Non-disclosure / Confidentiality Clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention ,research, design or development of information 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 any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work/execution of work and thereafter.

The bidder shall disclose Proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary information. This clause shall survive and continue after any or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

Format of UNDERTAKING

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

1. I/ We am/ are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Bhubaneswar.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

* I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

7. 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.]