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A Mini Ratna Company

TENDER DOCUMENT

FOR

**ENVIRONMENTAL BASE LINE DATA
GENERATION FOR ONE SEASON (NON
MONSOON) IN RESPECT OF
FLORA & FAUNA SURVEY
FOR 06 (SIX) PROJECTS OF
CENTRAL COALFIELDS LIMITED"**

(GROUP – II)



January 2019

Central Mine Planning and Design Institute Ltd.

(A Subsidiary of Coal India Ltd.)

**Regional Institute –III, CMPDI Complex, Kanke Road
Ranchi – 834008, (Jharkhand).**

Contact No:

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A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड

(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)

Central Mine Planning & Design Institute Limited

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

Regional Institute III, Ranchi(Jharkhand) – 834008

Registered Office, CMPDI HQ, Gondwana Place, Kanke Road ,Ranchi-834031

CORPORATE IDENTITY NUMBER – U14292JH1975GOI001223

SECTION-1

e-TENDER NOTICE



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुबन्धी कम्पनी / भारत सरकार का एक लोक उपक्रम)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute III, Ranchi(Jharkhand) – 834008
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road ,Ranchi-834031
CORPORATE IDENTITY NUMBER – U14292JH1975GOI001223

NIT No:-CMPDI/RI-3/Civil & Env)/NIT/Baseline Gr-II/2019/21 Dated:-11/01/2019

e-Tender Notice

1. Name of Work:

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 (In ₹)	Earnest Money (In ₹)	Completion Period (in
Environmental Base Line Data Generation for one season (Non-Monsoon) in respect of (GROUP –II) Flora & Fauna Survey for 06 Projects of M/s Central Coalfields Limited (CCL).	₹ 3,00,000.00	₹ 3,750.00	The validity period of contract will be 365 days.

Note: -Input tax credit is available for the work.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
RAVI RANJAN, HOD (Civil & Env), CMPDI RI-III, Ranchi-834008, Contact No. 8987789101 (Mob).	Satyendra Singh, Sr. Manager (Civil), CMPDI RI-III, Ranchi-834008, Contact No. 8987789157 (Mob).

2. Time Schedule of Activities:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	Date & Time as mentioned in the website:
b.	Document download/ Sale Start Date	
c.	Document download & Bid submission End Date	
d.	Bid Submission Start Date	

e.	Start Date for seeking Clarification on-line	https://coalindiatenders.nic.in
f.	Last Date for seeking Clarification on-line	
g.	Date of Pre-Bid Meeting (If required)	
h.	Bid Opening Date	
i.	Start Date of Reverse Auction	On the day of Bid Opening

NOTE (Important):

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. There is no tender fee and the bidders can download the Tender Document free of cost.
- v. Bidders are advised to download the complete set of the Tender Document, including the tender details.

3. Deposit of Bid Security/ Earnest Money Deposit (EMD):

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

NOTE: The Earnest Money/ Bid Security should be *1.25% of the estimated cost* subject to maximum of ₹ 50 lakhs. This shall be deposited in the manner as described.

a. For Domestic Bidders:

In Online mode the bidder can make payment of EMD either through net banking from designated Bank(s) or through NEFT/ RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to CMPDIL's designated Account.

In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his / her bid only when the EMD is successfully received in CMPDIL's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

NOTE:

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

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

b. For Foreign Bidders:

Overseas Bidders can make payment of EMD through Direct Foreign Remittance to CMPDI, Bank Account, the details of which are as under:-

1. Name of Account: Central Mine Planning and Design Institute Limited;
2. Account No.: 916020064660613;
3. Bank Name: Axis Bank Limited;
4. Branch Name: Ranchi Branch

5. Branch Code: 106
6. IFSC Code: UTIB0000106;
7. SWIFT Code: AXISINBB106;

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

4. Availability of Tender Documents:

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

5. Pre-bid Meeting: Not Applicable

6. 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.

7. User Portal Agreement:

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including '*General Terms & Conditions*' 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 through <https://coalindiatenders.nic.in> in order to become an eligible bidder. No conditional bid shall be accepted.

8. 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 company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 9 of the NIT.

NOTE:

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

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

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

a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under **Clause No.9** of the 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 JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No.9** of the NIT towards fulfillment of qualification criteria related to financial turn over.

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

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

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

v.The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severely for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi.One of the partners shall be nominated for being in charge of the contract and shall be designated as **Lead Partner**. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.

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

viii.The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration/letters/documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.

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

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

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

xii.The Earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more partners of the JV.

xiii.The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected.If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.

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

xv.JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

9. Eligibility Criteria:

For Group – II (Flora Fauna Survey):

For Group- II (Flora Fauna Survey):- Have own capability or having MOU with Govt. recognized Universities/ Institutions for undertaking Flora- fauna Survey

9.1. **Work Experience:**

The bidder must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature [“Environmental Base Line Data Generation in respect of flora & Fauna Survey] valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualized value” of the work shall be calculated as the “*Estimated Cost / Period of completion in Days x 365*”.

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

The definition of Similar Work shall be as follows:-

Environmental Base Line Data Generation in respect of Flora & Fauna Survey.

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

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

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

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

Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the ‘last date’).
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) a date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement (65% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.

Note:

In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

9.2. Experience in Environmental work:

The bidder must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature **“Environmental Base Line Data Generation in respect of Flora & Fauna survey.”** valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Annualized value of the work shall be calculated as the “(Estimated Cost / Period of completion in days) x 365”.

For updation, Cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which Bid has been invited). Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which bid has been invited.

9.3. Working Capital:

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

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

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources,
- ii. Date on which the bidder possesses the required working capital,
- iii. Name of the Chartered Accountant (CA),
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date,
- v. Date of Issue of Certificate,

- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

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

9.4. **Fleet Requirement:** Not Applicable

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

NOTE:

In case, the bidder is a *Joint Venture/ Consortium*, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV/Consortium and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV/Consortium itself).

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India.

Technical evaluation by the System:

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

9.6. **Goods and Service Tax (Not Applicable for Exempted Goods/Services):**

The bidder should be either

- i. GST Registered Bidder/ Dealer
- OR
- ii. GST unregistered Bidder/ Dealer

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.

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 exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of

Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt 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.*

Composition Scheme:

~~Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding (In the BOQ).~~

In respect of the above eligibility criteria the bidders are 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.
- ii. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The scanned copy of documents regarding status w.r.t GST to be uploaded by bidders in support of information/ declaration furnished online by the bidder in the BOQ sheet against Eligibility Criteria.

I. Status: GST registered Bidder/Dealer: (But not under composition scheme)

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

II. 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.

NOTE:

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 GST in compliance with relevant GST rules or GST Registration Certificate of JV.

[In case the Service contract 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 Service contract at the time of execution of agreement/ before the payment of first running on account bill.]

Technical evaluation and L-1 status:

a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above. Bidders are requested to submit their offers for all the items as per BOQ. However bids shall be evaluated on overall lowest (L-1) rate basis.

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be

decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ.

c) The Tax Invoice raised by the contractor must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN numbers in respect of projects located at different states as given below:

State	Unit / HQ	City	GSTIN (Provisional ID)
Jharkhand	RI-III	Ranchi	20AAACC7475N1ZI

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.

- d) The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier. The party shall upload their invoices in their GSTR-I before claiming their bills from CMPDI.
- f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

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

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

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

9.7 An undertaking: An **Undertaking on the bidder's letter head** regarding genuineness of the information furnished by the bidder on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, along with declaration indicating whether the bidder is availing or not availing input tax credit as per the format given in the bid document at Section -2 Annexure-A2.

9.8 Legal status of the bidder :

Any one of the following documents:

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

9.9 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 on-line on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required, as per the format given in the bid document at Section – 2, Annexure-A8.

10. Submission of Bid:

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

10.2 The bidder will submit their bid online on the website <https://coalindiatenders.nic.in>. No off-line bid shall be accepted unless otherwise specified. ~~However, in case of tenders having relaxation in eligibility criteria for co-operative societies formed by PAPs (Project Affected Persons), there will be provision for offline submission of bids by PAPs and online submission of bids by bidders other than PAPs in the same tender. The NIT should contain the appropriate clause for this provision like exemption of EMD and offline submission of bid by PAPs.~~

10.3 Online Registration:

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

10.4 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, CMPDI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10.5 User Portal Agreement:

The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

- 10.6** In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.7** The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

10.8 General Instructions for Submission of Tender:

The bidder should strictly comply with following instructions:

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

Part-I/ Cover-I and OID:

- i) Letter of bid
- ii) Details of Earnest Money
- iii) Information on Eligibility/Qualifying criteria as detailed under **Clause No. 9** including necessary scanned documents as elaborated there.

Part II/ Cover-II:

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

- 10.9** For online submission of tender the bidders will have to upload “Letter of Bid” and all the Confirmatory Documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in Cover I.

10.10 Content of Part-I/ Cover-I:

a. General Technical Evaluation:

The bidder has to fulfil / comply with all the terms of ‘General Technical Evaluation’ (GTE).

b. Letter of Bid:

The format of Letter of Bid (as given ‘**ANNEXURE-A1**’) will be downloaded by the bidder and will be printed/ typed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

NOTE:

~~If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.~~

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

c. Confirmatory Documents:

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

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

NOTE:

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.

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

Sl No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder's letter head, in prescribed format (Annexure- A1). Note: In case of JV the LOB is to be signed by all partners
2	Earnest Money Deposit: (Ref. Clause No. 3 of NIT)	Refer Clause No. 3 of NIT. NOTE: In case of Foreign Bidders the offline bid submission method may be referred to Clause 3(b) [if applicable].
3	For Group – II (Flora Fauna Survey): For Group- II (Flora Fauna Survey):- Have own capability or having MOU with Govt. recognized Universities/ Institutions for undertaking Flora- fauna Survey	Scanned copies of relevant certificates attested by public notary to be uploaded by bidders..
4	The Work Experience: (Refer Clause No. 9.1 of NIT):	Bidders required to submit Satisfactory Work Completion Certificate issued by the employer

	<p>The bidder must have in its name or proportionate share as a member of JV/ Consortium, experience of having successfully executed (includes completed/ ongoing) works of similar nature.” Flora Fauna Survey “ valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p>	<p>against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.</p> <p>Note: In case of JV, above documents of partner(s).</p>
5	<p>Working Capital: (Refer Clause No. 9.3 of NIT):</p> <p>Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.</p>	<p>Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line regarding Amount of available Working Capital inclusive of lines of credit and availability of other financial resources, Date on which the bidder possesses the required working capital etc.</p>
6	<p>Permanent Account Number (PAN): (Refer Clause No. 9.5 of NIT):</p>	<p>Copy of 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 residency certificate of respective country for each foreign partner or JV/ Consortium itself).</p>
7	<p>Integrity Pact: (Applicable for tendered value of Rs. 2.00 Crore & above)</p>	<p>Duly signed and witnessed Integrity Pact in the prescribed format (Annexure A6).</p> <p>Note: In case of JV, Integrity Pact shall be signed by all the partners.</p>
8	<p>Authorization for Digital Signature Certificate</p>	<p>1. If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However</p> <p>2. 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.</p>

9	Undertaking (Ref. clause 9.7 of NIT)	<p>A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (Annexure-A2).</p> <p>Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.</p>
10	Legal Status of the bidder (Ref. clause 9.8 of NIT)	<p><u>Any one of the following documents:</u></p> <ol style="list-style-type: none"> 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. <p>(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause as under Clause 16 & 16 A of GTC)</p>
11	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 9.6 of NIT)	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer – (But not under composition scheme)</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder / Dealer -</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.</p> <p>[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 GST in compliance with relevant GST rules or GST Registration Certificate of JV]</p>
12	Mandate Form for Electronic Fund Transfer.	<p>Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per Annexure- A3).</p>
13	Any other document to support the qualification information as submitted by bidder on-line.	

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

10.11 Content of Part-I/ Cover-I:

a. Price- Bid/ Cover-II/ Part-II:

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate ~~or Percentage Rate~~ BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, 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

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

Bill of Quantity of Environmental Base Line Data Generation for one season (Non-Monsoon) in respect of *Flora Fauna Survey* for Six (06) Projects of M/s Central Coalfields Limited (CCL) (GROUP – II)

Study Area: Study area for the purpose of quoting the rates should be considered 10kms radius from periphery of mine lease hold. Core zone is mine lease area and rest of the area is buffer zone.

Sl no		Unit	Qty	Rate (In Rs)	Amount(In Rs)
1.	Description of Item				

1.	<p>Conducting Ecological study of the area covering Flora & Fauna including conservation plan for endangered and endemic species for both Flora & Fauna based on the field survey and preparation of report. The field survey of Flora & fauna should be conducted by deploying Botanist and Zoologist respectively as per direction of Engineer-in-charge. The survey should include the following:</p> <ul style="list-style-type: none"> • Survey of terrestrial & aquatic flora & fauna for core & buffer zone separately. • Survey of study area in terms of features like breeding & spawning grounds, habitats flight paths, migratory paths. • Survey of flora covering types e.g. agriculture crops, commercial crops, plantation, natural vegetation/ forest type, grass lands. The endangered & endemic species of flora beside any other flora, if present, are also to be identified. • The survey will cover total listing of faunal population. The survey should also cover endangered, endemic, migratory & detail of aquatic fauna. • The survey should cover possible effects of the proposed developmental activity on terrestrial species (plants & animals), aquatic species (fauna, fish, coral), habitats, aesthetics of the area, on natural resources e.g. soil, geological formations, dunes, beaches, lakes, forest, coral reefs, mangroves, swamps and crops and the atmosphere. • The assessment of potential damage to terrestrial & aquatic flora and fauna. The impacts should be categorized as Primary and secondary, temporary and long term, unavoidable and risk, trans-boundary impacts, possible irreversible changes. • Recommendation of mitigation measures. <p>All inclusive as per direction of Engineer-in-charge.</p>	Each Project	6		
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10.12 SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as per following 02 (two) cases:

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

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

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

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

Contract Value:

The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

11 Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service 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 thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

Input tax credit is to be availed by paying authority as per rule.

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

12 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; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

➤ Last date of submission of Bid.

➤ Last date of receipt of EMD.

➤ Date of Opening of Tender.

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

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

NOTE:

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

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

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

13 Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

14 Opening And Evaluation Of Tender:

14.1 Opening of Bid:

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

14.2 Automatic Evaluation (Technical):

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

The system will automatically upload the technical opening summary and technical evaluation summary which will be visible in the site once the Bid Openers allow the system to "*Disclose Bidder Information*".

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

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

14.3 Evaluation of Tender (by Evaluator):

- i) Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided on the basis of Cost to Company.
- ii) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- iii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 07 days (07 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 07 days. If the L1 bidder fails to submit the specified document/s in 07 (Seven) days' time or the uploaded documents still contain some deficiency, additional time of 05 days (05 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 07 days x 24 hour and 5 days x 24 hours duration shall be given.
- iv) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- v) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- vi) In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.
- ix) The process as mentioned at Clause no. (vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted
- x) In case none of the bidders complies the technical requirement, then re-tender will be done.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- xii) **Penal Provisions:** If the L-1 bidder happens to be defaulter upon verification of documents uploaded, 100% EMD of defaulting bidders will be forfeited. GST invoice will be issued by CMPDI

in this regard.

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

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

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

- xiv) After competent approval and financial concurrence of TCR, the Letter of Acceptance/ Work order to the L-1 bidder will be issued and the scanned copy of the same will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.
- xv) The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-A6**).
- xvi) Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

15 Tender cum Reverse Auction: Not Applicable

16 Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:

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

Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This Additional Performance Security will not carry any interest and shall be released after completion of total work.

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

17 Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.

- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

18 Site Visit:

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

18.2 CMPDIL officials shall accompany the bidder during Site visit.

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

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

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

19 Cost of Bidding:

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

20 Recovery of any Claim from Vendor/Supplier:

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges 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.

Further Earnest Money/ Performance Security forfeited will be inclusive of GST, and tax invoice will be issued by CMPDI in this regard.

21 One Bid per Bidder:

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

22 Technical Specifications:

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

23 Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder in Indian Rupees only in case of domestic bidders and in other specified currencies [viz. US Dollar (USD), Japanese Yen (JPY), EURO (EUR), Australian Dollar (AUD) and Great Britain Pound Sterling (GBP)] in case of foreign bidders only.

24 Period of Work and date of commencement:-

The work should be completed in 150 days and the date of commencement of the work will be reckoned from the actual date of issue of letter of acceptance/work order or handing over the relevant document to the contractor for preparation of Environmental Scheme, whichever is later.

25 Execution of Work:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) 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.

26 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.

27 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.

28 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.

29 Letter of Acceptance (LOA)/Work Order/Agreement:

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

30 Bid Validity:

The Bid Validity Period will be **120 (one hundred twenty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the

company. In case the tenderer violates to abide by this, the Company will be the Company will be entitled to take action as per clause No.31 (Modification and Withdrawal of Bid) of NIT.

31 Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

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

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

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

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

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

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

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

32 Security Deposit: Total security deposit will be 10 % of the value of work order which consists of two parts :

- a) Performance Security to be submitted at the time of award of work, and
- b) Retention money to be recovered from running bills. The Security deposit shall bear no interest.

32.1 Performance Security:

Performance Security should be 5.0 % 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:

32.1.1 Bank Guarantee:

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

NOTE:

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

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

Name of Bank:State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598,

A/c No: 10106155087

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

If Performance Security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:

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

32.1.2 Govt. Securities / FDR:

Govt. Securities (pledged to RI-III, CMPDI), FDR (Jointly taken in the name of party and CMPDI, RI-III, Ranchi) or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

32.1.3 Demand Draft:

Demand Draft drawn in favour of CMPDI, Regional Institute, Ranchi on any Scheduled Bank payable at its Branch at Ranchi.

The bid security deposited in the form of Demand Draft / Cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

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

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

32.2 Retention Money:

Retention money will be deducted at 5% of contract value from the running on account bills that would be submitted by the contractor for the work done against the work order.

The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent running bills, if any.

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.

33. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

34. Public Enterprises preference:

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

35. Contract Agreement Document(s):

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

36. Sub-letting of Work:

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

37. 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.

38. Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labour Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act, 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Chhattisgarh. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**
- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act, 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the

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

38. EPF/CMPF: The tenderer shall have to ensure implementation of EPF/CMPF if applicable in respect of workless deployed.

39. Employment of Local Labour:

- a) Contractors are to employ to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.
- b) If a contractor submit 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.

40. Splitting up of the work:

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

41. 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).

42. Settlement of Disputes through Arbitration:

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

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

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

Sole Arbitration:

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

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

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

43. Legal Jurisdiction:

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

44. Drawing:

All relevant drawings of Study Area regarding the subject work are available in the office of the RI-III, CMPDIL. The bidders who wish to see any other drawing not available in the tender document may do so in the office of the RI-III, CMPDIL before the end date of Bid Submission. All the relevant drawings regarding the subject work available in the office of HOD (Environment), RI-III, CMPDIL

shall be a part of the Agreement of the subject.

45. Pre-Contract Integrity Pact: Not Applicable

46. Non-disclosure/ Confidentiality clause:

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

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

HOD (C&E)
RI-III, CMPDI, Ranchi

SECTION – II

1. Annexure–A1

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

LETTER OF BID

To,
The Tender Committee,
CMPDI, Regional Institute-III, Ranchi.

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 fulfil all terms and conditions and specifications as contained in the bid document.

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

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

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against 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 Central Mine Planning and Design Institute Ltd, RI-3, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute Ltd, RI-3, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

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

2. Annexure–A2

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

Format of UNDERTAKING

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

1. I/ We am/ are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi.
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. 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.
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 / 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)).
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.]

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

3. Annexure-A3

Mandate Form for ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

To

**Central Mine Planning & Design Institute Limited, RI-3,
Gondwana Place, Kanke Road, Ranchi - 834008.**

Sub: Authorization for release of payment due from Central Mine Planning & Design Institute Limited, RI-3, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

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

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

1. Name of the Party _____ :

2. Address of the Party _____ :

Code _____ City _____ PIN _____

3. E- Mail Id _____

4. Permanent _____ Account _____ Number _____

5. Particulars of Bank

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

4. Date from which the mandate should be effective:

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

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp :

(Signature of the Authorized official from the Banks)

4. Annexure–A4

Format for NON-BANNING or DELISTING CERTIFICATE

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

Signature of the Bidder with seal of the firm

5. Annexure–A5

Bank Guarantee Proforma for PERFORMANCE SECURITY / GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

**Central Mine Planning & Design Institute Limited, RI-3,
Gondwana Place, Kanke Road, Ranchi -834008.**

In consideration of the **CMPDIL, RI-3, Ranchi**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

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

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

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

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____
Name _____
Designation _____
Common Seal of Bank _____

6. Annexure–A6

Proforma for EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (Hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A: Tender Notice (Page ... to ...)
 - ii) Schedule–A: General terms & conditions. (Page ... to ...)
 - iii) Schedule-B: The probable Quantities and Amount (Page ...to ...)
 - iv) Schedule-C: Negotiation letters
 - v) Schedule-D: Letter of Acceptance/Work Order (Page ... to ...)
 - vi) Schedule-E: Drawings (Page ... to ...)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs. only, from the amount of Rs. deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

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

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 _____ Address:

Signature

Occupation:_____

Signed byon behalf of (Name of Company) in
presence of -

Signature

1. Name:

Signature

Address:

SECTION - III

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" or "CMPDI" wherever occurs in the conditions, means the Central Mine Planning & Design Limited, represented at the headquarters of the Company by the General Manager (Env.) or Regional Director of the respective institute or their authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Contractor" wherever occurs means the successful Bidder who has deposited the necessary Earnest Money and has 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.
- iii. **"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.
- iv. The term "subcontractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on 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 supplied materials.
- v. '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.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-Charge /Designated Officer-in-charge will be the HOD (Civil&Env), RI-III, or his representative. In all cases ENGINEER-IN-CHARGE will be HOD (Civil & Env), RI-III, Ranchi who will be responsible for supervising and administrating the Contract, certifying payment 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/Engineer 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 and the formal Agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract 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.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

- xi. 'Contract Price' shall mean the total sum arrived at, based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Tender Specification Documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written Notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiii. "Drawings"/"Plans" shall mean all:
 - (a) Drawings/plans furnished by the owner with the Tender Specification Document, if any, as a basis for proposals,
 - (b) Working drawings/plans furnished by the Owner after issue of letter of acceptance of the tender to start the work,
 - (c) Subsequent working drawings/plans furnished by the owner in phases during progress of the work, and
 - (d) Drawings/plans, if any, submitted by the contractor and duly approved by the owner.
- xiv. "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, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.
 - (e) Water (prevention & control of pollution) Act, 1974
 - (f) Air (prevention & control of pollution) Act, 1981
 - (g) Environmental Protection Act 1986

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Section 1 - Notice Inviting Tender,
- (ii) Section 2 - Letter of Bid, Proformas, Formats as below,
 - a) Format of "Letter of Bid" (Annexure – A1)
 - b) Format of Undertaking (Annexure – A2)
 - c) Mandate form for electronic fund transfer/internet banking payment. (Annexure – A3)
 - d) Non-banning or Delisting Certificate (Annexure – A4)
 - e) Bank Guarantee proforma for performance Security/Guarantee (Annexure – A5)
 - f) Proforma for execution of Agreement. (Annexure – A6)
 - ~~g) Integrity Pact (Annexure – A7)~~
 - h) Format for Authorization to DSC holder bidding online on behalf of bidder (Annexure – A8)
- (iii) Section 3 - General Terms and Conditions
- (iv) Section 4 - Special Terms and Conditions
- (v) Section 5 - Technical Specification
- (vi) Section 6 - Operating Procedure Manual for Baseline Data Generation.
- (vii) Scope of works/Bills of quantities/schedule of works/quantities and.

- 2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents (certified true copies).
- 2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.3 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Ranchi Court only.

3. DISCREPANCIES AND 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 schedules of quantities, the specifications and/or drawings; the following order of preference shall be observed:

- a. Description in schedule of quantities
 - b. Particular specification and special conditions, if any
 - c. Drawings / Work Programme / Agreement
 - d. General Specification
- 3.1 In the event of varying or conflicting provisions made in any of the document/documents 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 schedule 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.
 - 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. Discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
 - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tendered along with other instead of in totals of various sections of schedule of quantities.

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 (First part) shall be 5.0 % of value of contract amount and should be submitted within 28 days of receipt of LOA by the successful Bidder in any of the form given below:
 - A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at.....
 - Govt. Securities, FDR or any other form of deposit stipulated by the owner

- Demand Draft drawn in favour of CMPDIL, Regional Institute, Ranchi on any Scheduled Bank payable at its Branch at Ranchi.

~~The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / 1st part of security deposit, equivalent to the 50% of contract value.~~

- 4.3 If performance security is provided by the successful Bidder in the form of bank guarantee it shall be issued either -
- (a) At Bidder's option by a nationalized/Scheduled Indian Bank or
 - (b) By a foreign bank located in India and acceptable to the employer.
 - (c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.
- 4.4 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.
- 4.5 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.
- 4.6 The rates and prices quoted by the Bidder shall attract price escalation as provided in Additional Terms and Conditions.
- 4.7 5.0 % Performance Security along with additional performance security if any (Ref clause 16.0 E-tender notice under section 1) shall be refunded after issuance of comments by CMPDI on the acceptable final Base line data generation report (BLD) submitted by the successful Bidder, not requiring major modifications, which is to be taken as "defect liability certificate" (taking over certificate with a list of defects). 5% Retention Money shall be refunded after final approval by MoEF of EIA/EMP report prepared on basis of baseline data generation report submitted by the successful bidder or three years from date of issuance of LOA/Work Order whichever is earlier.
- 4.8 **Refund of security deposit** - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the authorized representative of Engineer-In-Charge and vetted by Engineer-In-Charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded after after final approval by MoEF of EIA/EMP report prepared on basis of baseline data generation report submitted by the successful bidder or three years from date of issuance of LOA/Work Order whichever is earlier.

5. DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING

The quantities given in the 'Schedule of Quantities' are provisional 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 by Company 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 contracted work, have power to make any alterations in or additions to or substitution of the original specifications 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 conditions in all respects on which they agree to do the main work and at the same rate/rates as are specified in the contract.

5.2 If the additional, altered or substituted work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-In-Charge as follows:

- a. The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. The rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the Tender Documents, failing which
- c. The rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-In-Charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

However, the Engineer-In-Charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alteration in the quantities shall not be considered as a change in the conditions of the contract or invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

- (i) An increase of less or equal to 10% of total awarded cost of the work required approval of competent authority who originally approved the award of work.
- (ii) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- (iii) More than 10% deviation from original awarded value should require approval of next higher authority, but total amount should be within the delegated power of the next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-In-Charge.

5.5 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/project or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-In-Charge. No claim for omitting the part of the work or extra charges/damages shall be made by the Contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/ disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY

6.1 If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for minimum period of one year.

6.2 If the Contractor fails to maintain the required progress in terms of the agreed time to complete the work as per Tender Specification Document (TSD) and clear the site/project on or before the date of completion of contract 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 @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

The Monthly Progress Report(s) submitted by the Bidder and accepted by the Engineer I/c (or his authorized representative) shall be the basis of assessment of the progress. ~~The provisional assessment of LD shall be done at an interval of 6 months (excluding month in which the work has been awarded to bidder) and finally at the end of scheduled period of completion.~~

This will also apply to items or group of items for which separate period of completion has been specified. 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 of 10% of the contract price.
- 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.
- 6.3 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 recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

The defaulter i.e. the Contractor who don't commence the work after issue of LOA shall not be allowed to participate in the retender for the same work.

- 6.4 **Extension of date of completion** - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer I/c with a copy to Engineer-In-Charge:
- abnormally bad weather
 - serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
 - civil commotion, strikes or lockouts affecting any of the trades employed on the work
 - any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution; which will be countersigned by the Engineer I/c or his authorized representative along with the representative of the contractor.

The Contractor may request the company through Engineer I/c in writing for extension of time within 15 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time including reasonable mobilization time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the Company through the Engineer I/c/Engineer-In-Charge within one month of the date of receipt of such request.

The Contractor shall, however, use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer I/c.

- 6.5 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 (Cl. 6.4), reserving the Company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.
- 6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

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

- 6.7 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company (for all the cases including where higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-In-Charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations/ disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor & the decision to be communicated within 15 days.

6.8 FORCE MAJEURE:

- 6.8.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
- (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 6.8.2 (a) The successful bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- (b) For delays arising out of Force Majeure, the successful bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the bidder shall be liable to pay extra costs (like increase in rates, re-

mobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

- (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

- 6.8.3 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

7. SUPPLY OF MATERIALS:

- 7.1 The Contractor shall at his own expense, provide all materials required for the tendered work and the rates quoted by the contractor shall be inclusive of all materials required for completion of the work as specified in the contract.
- 7.2 All materials, tools and plants brought to site by the contractor shall be deemed to be held in lieu by the Company and the contractor shall not have the right to remove the same from the site, without the permission of the Engineer I/c. The Company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.
- 7.3 The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, etc., as may be necessary for the use and keeping the materials in good condition.
- 7.4 All charges on account of octroi, terminal or sales tax, etc. as applicable for the materials obtained for the works from any source shall be born by the contractor.

8. QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP:

- 8.1 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 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 instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.
- 8.2 All equipment used for data generation and the data/report 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 for his satisfaction that the materials so comply.
- 8.3 The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of data as required or necessary by the specification for approval of Engineer-in-charge who shall approve after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the subcontractor. On receipt of data as per schedule. The Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the data with the required specification and complying with the requirements as per contract documents. The contractor shall be bound to take fresh samples and furnish data accordingly, if disapproved by the Engineer-in-charge.
- 8.4 The company, through the Engineer-in-charge, shall have full power to reject any data due to a defect therein for not conforming to the required specification or for equipment not being in accordance with the required quality and standard or for not being in accordance with the samples approved by him or for any other reason. The contractor shall forthwith remedy the deficiency at his expense and no further work shall be done pending such rectification, if so instructed by the Engineer-in –charge.

9. MEASUREMENT AND PAYMENT:

Except where any general or detailed description of the work in the bill of quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standard.

- 9.1 ~~All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.~~
- 9.2 ~~Measurements shall be taken jointly by the Engineer I/C and by the Contractor or his authorized representative.~~
- 9.3 ~~Before taking measurements of any work, the Engineer I/C 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 of 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 ~~In the event of failure on the part of contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer I/c shall be taken to be the correct measurement of the work done.~~
- 9.5 **Payment on Account** - The Contractor shall submit bill for the work carried out in accordance with the contract. The Engineer I/c shall then arrange for verification of the bill with reference work completed and final report submitted or any other records relevant for the purpose. The payment will become due and payable by CMPDI within 30 days from the date of receipt of bill/invoice/ debit note by CMPDI.
- 9.6 ~~Payment on account shall be made on the Engineer I/c certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.~~
- 9.7 Any certificate given by the Engineer-In-Charge for the purpose of payment of bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by Engineer-In-Charge by any subsequent certificate or by the final certificate.
- 9.8 The Company reserve the right to recover/enforce recovery of any overpayments detected after 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 may be recovered from the 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 from the amount retained as per Clause 4.6 or the contractor shall pay the amount of overpayment on demand.
- 9.9 Amount payable/repayable for any subsequent change in the statutory tax and duties on contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

10. TERMINATION, SUSPENSION, CANCELLATION & 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, 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. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing
or
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.
or
- e. obtain a contract with the company as a result of ring tendering or other non-bona fide method of competitive tendering.
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 give a written notice; cancel the whole contract or portion of it in default.

10.1 The contract shall stand terminated under the following circumstances:

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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 and any materials, implements, stores, etc. thereon.
- b. to carry out the incomplete work by any means at the risk and cost of the Contractor
- c. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, equipment, etc., taken possession of after cancellation.

- d. to recover the amount determined as above, if any, from any money due to the Contractor or any account or under any other contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand.

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 - 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 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% 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 work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.”

10.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the Company decides to abandon or reduce the scope of the work for any reason whatsoever as decided by the Company, through its Engineer-In-Charge shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work in such cases, the company shall be liable:

- a. to pay the Contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.
- b. 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 supply for the work including supply to labour/staff quarters, office, etc.
- c. 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.

The Contractor shall, if required by the Engineer-In-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-In-Charge to assess the amount payable in terms of part 10.4(b), (c) and (d) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

If the Contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

11. COMPLETION CERTIFICATE:

The contractor shall give notice of completion of field work, and submit the Draft Report to the Engineer-In-Charge. The Engineer-In-Charge shall within 30 days from the completion thereof, inspect the work and ascertain the deficiency/deficiencies, if any, to be rectified/regenerate the data by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the deficiencies are of a minor nature and the Engineer-In-Charge is satisfied that the contractor has already made arrangements for rectification of in the event of contractor's failure to rectify the deficiencies for any reason whatsoever, the deficiencies 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 Completion Certificate indicating the date of completion of the work, deficiencies to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefore and with necessary instructions to the contractor to clear the site.

- 11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion 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.
- 11.2 In case of Contractor's failure, the Engineer-In-Charge shall have right to get the work done at the cost of the Contractor.

12. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

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

- i. The Contractor shall exercise all reasonable skill, care and diligence in the performance of the services under the agreement and shall carry out all his responsibilities in accordance with the recognized professional standings and fulfill the requirements of experts committee for Mining projects constituted by MoEF, Govt. of India and for MoEF/CPCB, Govt. of India. The Contractor shall respect the laws and customs of the country.
- ii. The remuneration of the Contractor charged to the client according to the unit rates of this Agreement shall constitute his only remuneration in connection with the Agreement and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Agreement or to the discharge of his obligations there under.
- iii. Contractor shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or any commission in respect of any protected article or process used for the purposes of this agreement.
- iv. The Contractor during execution of work, without absolving himself of contractual obligations, performance guarantee etc. shall have authority to make minor alterations to design as may be necessary or expedient, but he shall obtain the prior approval in writing of the client to any substantial modification of the design of the said works and to any such instruction to a Contractor which constitutes a major variation, omission or addition to alter contract. In the event of any emergency however, which in the opinion of the Contractor requires immediate action in the client's interest, the Contractor shall have authority to issue such orders as required on behalf of the client.
- v. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

The Contractor 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 or Central Government or Municipalities and other authorities in India. The

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

- vi. The Contractor 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.
- vii. The contractor shall furnish to the Engineer-In-Charge with work reports from time to time regarding the contractor organization and the progress made by him/them in the execution of the work as per the contract agreement.
- viii. All duties, taxes and other levies payable by the Contractor under the Contract (excluding “GST”), or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

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.

However, any reduction of cost on account of Govt. notification for duties or levies shall be recovered from the bills submitted by the Bidder.

- ix. 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.
- x. The Contractor shall make his/their own arrangement for all materials, tools, staff and laborers 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 the entire satisfaction of the company.
- xi. The Contractor shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.
- xii. The work shall not be sublet to any other party, unless approved by Engineer-In-Charge, in writing.
- xiii. The Contractor shall work in reserved/protected forest area as per the guidelines of the Forest Department/the Forest Protection Act. Any liability on account of violation of the provisions shall be borne by the contractor.
- xiv. The Contractor 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 or the minimum wages fixed by the respective State Government as may be in force. The contractor shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xv. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourers including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourers by its representatives.
- xvi. The Contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified:
 - 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 rights 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 be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- b. The Company against all losses and claims for injuries or damage 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, costs, charges and expenses whatsoever in respect of or in relation thereto.
 - c. The Company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Employees Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications thereof or of 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.
 - d. The Contractor shall ensure that any Payment to the Contractor's worker is made through the Bank.
- xvii. **Insurance** - The Contractor shall take following insurance policies during the full contract period at his own cost:
- a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
 - b. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the Company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractor(s) if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
 - c. 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 by the Contractor.
 - d. Since Contractor shall ensure 100% payment of Contractor's Worker through Bank, a premium of Rs.12/- per annum per member will be deducted from the account holder's savings bank account through 'auto debit' facility in one installment on or before 1 st June of each annual coverage period under the scheme Pradhan Mantri Suraksha BimaYojna (PMSBY).
- xviii. Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Owner. The Contractor shall notify the Engineer-In-Charge of such discoveries and carry out the Engineer-In-Charge's instructions for dealing with them.

13. 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.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

Committee on Disputes (COD) constituted by the Cabinet Secretariat for pursuing litigation by PSUs/ Government Departments stands wound up with 17.02.2011, as communicated by the Director (Administration), Cabinet Secretariat, Sardar Patel Bhawan, Sansad Marg, New Delhi vide Office Memorandum No. A-12034/01/2011-Ad.1 date 1st September 2011.

14. NON-DISCLOSURE/CONFIDENTIALITY CLAUSE

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of 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 CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

SECTION – IV

SPECIAL TERMS

&

CONDITIONS

SPECIAL TERMS & CONDITIONS

Notwithstanding anything stated in this agreement, under mentioned Special Terms & Conditions would be operative and fully binding on the Contractor.

1. Contractor would be deemed to have acquainted himself with the tasks to be performed, requirement and procedure for environmental data generation. Rates are valid for site/project location and conditions and for performance of the various tasks, sub task etc., whether specifically mentioned or not and are deemed to include handling and transportation of samples, power supply and infrastructure facilities for sampling, analysis etc. and all inputs, activities attendant upon proper execution of the work conforming to the requirements of Ministry of Environment, Forest and Wildlife and to the satisfaction of the client.
2. For Environmental Data Generation, The rates for the various items, sub-tasks, tasks (as the case be) includes sampling, transportation and handling of samples, analysis, performance of tasks etc. contractor would be required to comply with the following :-
 - (i) Furnish documentary evidence in respect of currently valid recognition by the Central Pollution Control Board, New Delhi for the laboratory and infrastructure which the contractor would be deploying for performance of the tasks of environmental data generation.
 - (ii) Sampling, Analysis including method of testing shall conform to relevant Indian Standards, and in the absence thereof International Standards and code of practice. Ambient Air Quality monitoring furnished in emission regulations brought out by the Central Pollution Control Board is to be assimilated by the contractor.
 - (iii) Wherever feasible, contractor would be required to keep referral sample with indication of sample particulars (location, date & time of sampling etc.) and the same shall be preserved for such period as may be specified by the client. On client summons or requisition, contractor would be required to make available the sample to the client for getting analysis of testing carried out through any recognized laboratory or agency. In the event of variance in the test or analysis results of referral sample and the results furnished by contractor, it will be open to the client to recover the amount paid to the contractor for such work.
 - (iv) Contractor would consult the client for sample size, location and their details connected with the work. The digitization of plans as supplied by the Client shall be done by the Contractor and shall be compulsorily included in the submitted report, clearly showing the monitoring locations, project boundary and its buffer zone.
 - (v) On receipt of assignment, contractor would furnish to the client, work programme, name of persons (with their qualification and proof of expertise to be deployed for carrying out the tasks assigned. Only qualified and experienced persons having required and expertise would be deployed by the contractor to the satisfaction of the client.
 - (vi) In case analysis or test result indicate excessive or abnormal values of specific parameters, site conditions or likely reasons thereof shall be recorded in the remarks brought out in explanatory note by the contractor.
 - (vii) Contractor will be required to defend the work carried out by him and accuracy thereof and shall be required to clarify, elaborate or justify in the context of evaluation of the tasks (carried out by the contractor) asked by State Pollution Control Board/ Ministry of Environment and Forests and Wild life authority of State/ Government of India.
 - (viii) In case environmental data generation covers more than one location, i.e. adjoining or in proximity, sampling locations and size etc. would be so planned to keep the cost at minimum.
 - (ix) The payment for Environmental Data Generation shall be made as per the actual number of samples analyzed and given in the report(s).
 - (x) Arrangement for transport of agency's men and material required for the job has to be made by the agency. The responsibility for the security of the equipment lies on the agency.

In case the data is not accepted by MOEF, the same has to be regenerated by the agency at his own cost.

(xi) In case the agency fails to get the data regenerated within the stipulated time, CMPDI may get the said data generated by some other agency at the agencies cost.

3. Contractor would furnish to the client 2(two) copies of draft reports relating to environmental data generation. They would also submit final reports in 4 (four) copies and a soft copy (in CD). Digitized plan will be supplied along with the report and a soft copy in AutoCAD or as per instruction of Engineer- in- charge.

Report of Base line data - The detailed report which should interalia incorporated; -

- a. Executive summary
- b. Methodology of sampling
- c. Equipment/ instruments deployed]
- d. Rationale behind sampling
- e. Special manpower deployed with their professional background
- f. Highlights and final analytical results with regard to each specified parameters in respect of i) Ambient air quality/ meteorology ii) Water/Effluent iii) Noise iv) Soil etc. Against each parameters permissible/ tolerance limit ref. /mentioning relevant IS Codes shall be indicated by you in the reports.
- g. Analysis and finding in reference to work carried out indicating site condition possible causes for environmental parameters values in excess of permissible values shall be furnished by you. No additional payment for compensation shall be paid to you for such services since the same is deemed to be included in the unit rates vis a vis contract value.

The report shall also contain following Digitized Plans in AutoCAD:

- i. Plan showing 10 Km radius area from the periphery of the project boundary. Showing the surface features namely National / State Highways, rail routes, rivers, nallahs, lakes, villages, different industries etc. as per instruction of Engineering- in-Charge.
 - ii. Plan showing the locations of Air sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project boundary).
 - iii. Plan showing the locations of water sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project boundary).
 - iv. Plan showing the locations of noise sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project boundary).
 - v. Plan showing the locations of soil sampling stations within core zone & buffer zone (10 Km radius area from the periphery of the project boundary).
4. If there is delay on the part of the client in making available committed data, information etc. corresponding extension of time for the actual period involved would be granted by the client without imposition of penalty. It is clearly understood that no claim from the contractor would rest with the client or shall be entertained by the client.
 5. Contractor would invariably in advance, in writing, the client, represented by *Regional Director, CMPDI, RI-III, Ranchi* of the contractor's expert personnel visiting coal project or site proposed to be visited, tasks proposed to be carried, expected duration of such visit so that the client can, if considered necessary, depute his representative or authorize any other person to supervise and/or overview the work being carried out. Client is authorized to visit the site & Laboratory and acquaint himself that the tasks carried out by the contractor of his duties, responsibilities including execution of the work conforming to Indian standards and in the absence thereof international standards and code of practice.
 6. The contractor/contractors shall not pay less than the minimum wages to the labours engaged by him/them, in any, as per Minimum wages Act or such other legislation or award or the minimum wages fixed by the respective state government as may be in force and in this matter the decision of the client shall be final and binding.

7. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts, etc. relating to payment of labours if considered necessary and the client may arrange for witnessing the payment to the labours by its representatives.
8. The contractor / contractors shall in addition to any indemnity provided by law, indemnify the client against all liabilities whatsoever arising out of the workman's compensation Act 1932 or any enactment and amendments thereto and contractor shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Government in force in matters relating to the employment, payment and retrenchment of labour.
No claim shall lie against the client for damaged one by any act of God or on account of circumstances beyond the client's control.

If in any matter which is not expressly provided for or against conditions of any matter or practice appears prejudicial to the interest of client or the public, the client may call upon the contractor to remedy, modify or remove such matter or practice and this shall be binding on the contractor.

9. If CCL/RI-III CMPDI later decides to increase the scope and/or number of projects, or to integrate some other projects for same tendered work within the validity period of this work order – if awarded to bidder - , bidder will agree to execute additional Base line data generation work – or any additionally required work under the existing work order - at the same rate as quoted under the Price Offer. If CCL does not provide name of projects in time during contract period for any reason, time extension may be given to the bidder to execute the work. All extension of quantity /time to complete the required work can be considered only after competent approval.
10. In case it is not possible for to complete the work for the entire contract period for any reason whatsoever, during this contract period, the party will arrange the transfer of work done under this work order to other agency/party (as agreed by CMPDI), as per applicable norms/ guidelines. In this situation all the additional cost of such transfer, etc, will be borne by the party.
11. If we are not satisfied with the Party's service standards (specially the timely submission of reports), we will have the right to transfer this work to any other agency/party (s) of our choice, and the party will bear all additional expenses (if any) for completion of the balance work as per the terms, conditions, etc, as specified under this work order.
12. The work order can also be terminated by the *Regional Director, CMPDI, RI-III, Ranchi*, if it is found that the information furnished by the agency at the time of tender proved to be false.
13. *Regional Director, CMPDI, RI-III, Ranchi* reserves the right to terminate the work order without assigning any reason whatsoever after giving a month's notice. The agency shall be paid final dues after assessing the work done till date and after recovery of all dues, if any.

SECTION – V

**TECHNICAL
SPECIFICATION**

TECHNICAL SPECIFICATION

Ecological Studies (Flora / Fauna)

Study on the existing flora and fauna in the study area (10km) shall be carried out and the list of flora and fauna duly authenticated separately for the core and buffer zone and a statement clearly specifying whether the study area forms a part of the migratory corridor of any endangered fauna. If the study area has endangered flora and fauna, or if the area is occasionally visited or used as a habitat by Schedule – I fauna, or if the project falls within 15 km of an ecologically sensitive area, or used as migratory corridor then a comprehensive conservation plan should be prepared and submitted with EIA/EMP Report and comments from the CWLW of the state Govt. also obtained and furnished.

Description of flora & fauna should be given separately in the core and buffer zones.*

[*Consult the Wildlife (Protection) Act, 1972 as amended subsequently and list species with (1) Common name (2) Scientific name and (3) under which schedule of the Wildlife (Protection) Act the identified species fall (4) *Red Data Book* . Get the list authenticated by an Expert in the field / credible scientific institute / University / Chief Wildlife Warden Office. Information to be based on field survey.]

A. Flora	Core Zone	Buffer Zone
1. Agricultural crops		
2. Commercial crops		
3. Plantation		
4. Natural vegetation / forest type		
5. Grass lands		
6. Endangered species		
7. Endemic species		
8. Others (specify)		
B. Fauna (Terrestrial / Aquatic)		
1. Total listing of faunal elements		
2. Endangered species		
3. Endemic species		
4. Migratory species		
5. Details of aquatic fauna, if applicable		

Baseline Data for Conservation of flora / fauna: should plan field studies –

1) Scale of study – ensure representativeness of the landscape features, eco-systems, habitat types and species range through topographical maps, remote sensing or thematic maps

2) Sampling size & frequency

3) Timing of the study – allow recording of observations to cover different activity phases for important species such as time resting, feeding, hunting, daily movements etc.

4) Seasonality of the study – incorporation of information on important life cycle events of key species (Animals – breeding and nesting seasons, migration patterns, Plants – flowering and fruiting seasons

5) Number of observations depending on parameter and scope, driven by expected outputs (one time observation, chance observation, regular observation) . The data should be both qualitative and quantitative (can be aided by

computers, remote sensing, video-graphy etc. Source of secondary information is to be stated. Information contained in baseline should be able to allow identification of impacts.

Suggestive conservation plan is to be included for endangered / endemic species.

SECTION – VI

OPERATING PROCEDURE MANUAL FOR BASELINE DATA GENERATION

While preparing the baseline data, following operating procedures have to be followed:

- a) Core zone & Buffer zone for study area should be fixed in consultation with CMPDI representatives.
- b) Project wise site order book is to be kept at the sites of the base line data generation. These site order books have to be signed by any executive of CMPDI visiting the site for inspection. The site order book is a register duly certified by the HOD (ENV) as to the number of pages it contains and each page being numbered. The name of work, name of contractor, work order number should be recorded in its first page. Contractor shall submit the site order book to the department on completion of field work.
- c) Provision for visit to the site by lower level executives kept in order to carry out random checks.
- d) HOD (Env.) of the concerned Regional Institutes or the Head Quarter or any senior executives designated by him has to visit the above mentioned sites at least once in a season.
- e) A programme for execution of the work is to be provided by the contractor for the contract period. The details of the programme should be in the form of pert chart or bar chart.
- f) A list of manpower engaged by the contractor has to be provided to CMPDI, mentioning each person's name, designation and their site of work.
- g) Date wise prior information on the visit of experts in various fields engaged by the contractor has to be provided to CMPDI.
- h) A hindrance register to be kept at all the sites to record any interruption and interference in day to day work. Contractor shall submit the site order book to the department on completion of field work.

These operating procedures have to be strictly complied with, for ensuring the authenticity of the data generated by the contractor. This will also provide a check and control on the procedures followed by the contractor.

Proforma for checking field work during data generation

Group-II (Flora and Fauna)

The following points to be noted during the inspection of Base line Data Generation Work:

- 1) Name of visiting officer and date of visit.
- 2) Name of site visited.
- 3) Name of the expert carrying out the field work.
- 4) Record the name of few of the Flora and Fauna found in the study area.

Signature of CMPDI officials

Signature of Contractor's Representative