



सीएमपीडीआई
cmpdi
A *Mini-Ratna Company*

TENDER DOCUMENT

ANTIMOSQUITO AND PEST CONTROL SCHEME IN CMPDI COLONY AT JAYANT, SINGRAULI

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Ltd.)
Regional Institute-VI, PO: Jayant, Dist.: Singrauli (MP)-486890

NIT NO: CMPDI/RI-VI/CIVIL/19-20/20

Date: 21.05.2019

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 (without GST) (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In Days)
ANTIMOSQUITO AND PEST CONTROL IN CMPDI COLONY AT JAYANT,SINGRAULI	500040.00	6300.00	Nil	365

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD (CIVIL) CMPDI, RI-VI, Jayant, Singrauli-486890. Landline-07805-222808	Shyam Dhar, Asst.Mgr (Civil), Mobile No-9424992675

2. Time Schedule of Activities:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	
b.	Document download start date	
c.	Document download end date	
d.	Bid Submission start date	
e.	Bid submission End Date	Date & Time as mentioned in the website: https://coalindiatenders.nic.in
f.	Start date for seeking Clarification on-line	
g.	Last date for seeking Clarification on-line	
h.	Bid Opening Date	

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 annualized estimated cost / estimated cost whichever is less, rounded up to nearest hundred rupees subject to maximum of Rs. 50 lakhs. This shall be deposited in the manner as described.*

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.

~~If a bidder wants to quote only for some of the items in a tender, he should click the radio button of 'YES' against the question 'Are you exempted from EMD payment' under EMD payment while submitting his bid and should enter the total amount of EMD corresponding to the items for which the bidder does not want to quote. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items which he is quoting/ bidding for in the space provided against 'Upload EMD exemption document' which should be digitally signed before moving to Next Page.~~

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: Submission of EMD is exempted in case of firms registered with NSIC / DGS&D / firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) against submission of valid registration certificate. The list of items is to be attached. However, if the firm is not registered for the tendered item, EMD will be required to be submitted as above. **[Please also refer Clause 40 of this Tender Document]**

In case of exemption of EMD, scanned copy of the relevant document in support of the exemption, **duly notarized**, as applicable in terms of the Tender Document, will have to be uploaded by the Bidders during bid submission.

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 the e-Procurement 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**

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

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 Rs. 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. 8** 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. 8** 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 severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and

- 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 payment of the first running on account bill.

9. Eligibility Criteria:

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) **work of similar nature** 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 (i.e. 30.04.2019).*

“Annualised 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:

For this tender similar work means "**Pest Control treatment in any area**"

Note: Outside Catering and only Catering Service experience for function etc. will not be considered.

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 without taxes.
- 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 are required to submit Satisfactory **Work Completion Certificate** issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, BOQ, and/or TDS 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) after the end 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 Annualised 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 Financial-Turnover:

Average annual financial turnover during the last 03 (three) years, ending 31st March of previous financial year **i.e. 31.03.2019** should be at least 30% of the estimated cost put to tender.

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

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

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii. Membership Number of the CA
- iv. ~~In case the bidder is a Joint Venture, the turnover 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 *Turnover Certificate* from Practicing Chartered Accountant of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

- i. The system will calculate the 30 % of the estimated value (ECV) as the required average turnover of the bidder.
- ii. The system will calculate the average of the financial turnover of 3 years furnished by the bidder by adding 5% for each completed year (total number of days/365) after the end of respective Financial Year (i.e. 31st March) till the last day of month previous to one in which e-Tender has been invited.
- iii. The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.
- iv. **If any bidder does not submit the Turnover value for any of the 3 years, the system will not disqualify him and instead shall consider all 3 years for computing the average by assuming a value of ‘zero’ for the year for which no information is given by bidder.**

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:

- v. 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.
- vi. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

9.4 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.

9.5 Goods and Service Tax (Not Applicable for Exempted Goods / Services):

The bidder should be either

- i. GST Registered Bidder/ Dealer (but not under composition scheme)
OR
- ii. GST unregistered Bidder/ Dealer

Registration:

The bidder is liable to be registered under GST unless they are specifically exempted 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.

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 of India.**

- 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 of India.**

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.~~

~~If 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.]~~

Note:

1. ~~In case the work/service is awarded to a joint venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after award of work/ service at the time of execution of agreement/ before the payment of first running on account bill.~~
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as PER GST Act and Rules.

Technical evaluation and determination of the 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.*
- b) *The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item*

wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. ~~If the bidder has opted for composition levy, no tax under GST shall be charged by him.~~

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

State	Unit / HQ	City	GSTIN (Provisional ID)
Madhya Pradesh	RI-VI	Singrauli	23AAACC7475N1ZC

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

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

However such duties, taxes, levies etc. which is notified by government 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. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company.

- 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) ~~E-way Bill: The e-way bill required in connection with supply of goods/services if any, shall be arranged by the supplier/vendor, however, the e-way bill will be arranged by CMPDIL if the supplier/vendor is unregistered one or if provisions of relevant act and the rules made there under specifically states that e-way bill is required to be issued by the recipient of goods.~~

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

9.6 Provident Fund (CMPF only): The contractor shall get himself registered under 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.

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

1. CMPF registration certificate, in case the bidder is already registered.
Or
2. UNDERTAKING is to be uploaded online in the form of on Bidder's letter head for getting himself registered under CMPF and Miscellaneous Provision Act after award of work.

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

Confirmation regarding possessing of Provident Fund Registration Certificate issued by Govt. Dept of any Indian State in the form of Yes / No.

9.7 Pest Control Licence

9.8 Proof of Membership of IPCA (Indian Pest control association)

9.9 License to use and stock restricted insecticides for comer Pest Control Operation in the state.

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

The scanned copy of documents to be uploaded by bidders in support of proof of above information/ declaration furnished online by the bidder against Eligibility Criteria.

10 Submission of Bid:

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

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.

10.2 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.

10.3 System Requirement:

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

10.4 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, Integrity Pact 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 (Annexure-III) will be a part of NIT/ Contract Document.

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.

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.

10.5 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.

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.

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.

10.6 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).

SI 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.
3	The Work Experience: (Refer Clause No. 9.1 of NIT): 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 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.	Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents. Note: In case of JV, above documents of partner(s).

4	Financial Turnover (Ref. Clause No. 9.2 of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. (In case of JV, turnover certificate for each individual partner of JV).
5	Authorization for Digital Signature Certificate	1. If the bidder himself is the DSC holder bidding on-line then no document is required. However 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
6	Undertaking:	A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (Annexure-A2). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
7	Legal Status of the bidder:	<u>Any one of the following documents:</u> 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. <u>(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)</u>
8	Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax Department, Govt. of India. (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).
9	Goods and Service Tax (Not Applicable for Exempted Goods/ Services): (Ref. Clause No. 9.5 of NIT) The bidder should be either GST registered bidder (<u>but not under composition scheme</u>). OR GST Unregistered bidder/dealer	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder/Dealer (but not under composition scheme) Document: GST Registration Certificate (i.e. GST identification Number) issued by <u>appropriate authority of India</u> . b) Status: GST unregistered bidder / Dealer :

	<p>Information to be furnished by the bidder online :</p> <p>1. Confirmation in the form of YES/NO regarding possessing of required document as enlisted in the NIT with respect to GST status of the bidder.</p> <p>2. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous columns.</p>	<p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.</p> <p>(In case of JV a certificate from a participating Chartered Accountants having membership number with Institute of chartered Accountants of India confirming the status of joint venture with respect to GST in compliance with relevant GST rules or GST registration certificate of JV.)</p> <p>If turnover of the bidder exceeds exemption limit, the bidder must have GST registration as per GST act and rules.</p>
10	Mandate Form for Electronic Fund Transfer:	Conformation in form of Yes/No. And copy of Mandate form duly filled in as per Performa. (As per Annexure-A3).
11	Provident Fund (CMF only) (Ref. Clause No. 9.6 of NIT)	Provident Fund Registration Certificate issued by Govt. Dept. of any Indian State.
12	Non-Banning or De-listing certificate	As per Annexure-A4 .
13	Pest Control License Clause 9.7,9.8 & 9.9	Proof of Membership of IPCA (Indian Pest control association License to use and stock restricted insecticides for comers Pest Control Operation in the state
<p>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.</p>		

10.7 Content of Part-II/ Cover-II:

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 **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 rates quoted by bidder shall be inclusive of all Taxes but excluding GST. The system (excel sheet) will compute the GST (Total GST, component of GST payable by the bidder and component of GST payable by department) and GST compensation Cess, if applicable, as per pre-defined logic.

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.

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

SYSTEM FOR DECISION OF L-1:

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

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.

Payment/deposit of GST is the responsibility of the Contractor (Supplier)

Payment of GST and GST Compensation Cess (if applicable) would be made to the Contractor only on submission of Bill / Invoice in accordance with the provision of relevant GST Act & Rules and after filing of return online on the GST Portal. Input Tax Credit is to be availed by CMPDIL as per rule.

Contract Value:

The Contract Value will be the amount 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.

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 the company under reverse charge mechanism shall be computed by the system in BOQ sheet as per pre defined 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.

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

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

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

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 e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected 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*” after completion of Reverse Auction.

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 7 days (7 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 7 days. If the L1 bidder fails to submit the specified document/s in 7 (seven) days' time or the uploaded documents still contain some deficiency, additional time of 5 days (5 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, (first chance of 7 days x 24 hours and second chance of 5 days x 24 hour duration) shall be given.
- iv) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- v) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- vi) In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and 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. (viii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted
- x) In case none of the bidders complies the technical requirement, then re-tender will be done.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

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

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

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

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

xiv) After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

xv) The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-A6**).

xvi) Any tender hosted on the e-Procurement site must be logically concluded i.e. either 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 Additional Performance Security:

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

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

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

This Additional Performance Security will not carry any interest and shall be released in the following manner.

- i. 30% of additional performance security will release after 60% of the total work is completed.
- ii. 50% of additional performance security will release after 80% of the total work is completed.
- iii. 100% of additional performance security will release after total work is completed.

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

16 Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/ NEFT/ RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/ her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

17 Site Visit: Not Applicable

18 Cost of Bidding:

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

19 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 forfeited will be inclusive of GST.

20 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.

21 Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

22 Period of Work:

The period of work will be for 365 days.

23 Commencement of Work:

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

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.

24 Deployment of Manpower and Machineries:

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

25 Change in Constitution of the Contracting Agency:

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

26 Canvassing in Tender:

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

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

The Bidder, whose Bid has been accepted, will be notified 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.

28 Bid Validity:

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

29 Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in 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.

30 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.

30.1 Performance Security:

Performance Security should be **5%** of the annualized value 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:

30.1.1 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 / Nationalised Bank on **SFMS platform** and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal,

arbitrator or any other authority. The issuing Bank have to send the BG details through SFMS platform.

Name of Bank: State Bank of India,

Branch: Morwa Branch (03767),

IFSC: SBIN0003767,

A/c No: 10773219789,

Address: Morwa, Tehsil:Singrauli, Infront of Police Thana Morwa, Dist.: Singrauli, M.P.-486889.

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

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

30.1.2 Govt. Securities / FDR:

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

30.1.3 Demand Draft:

Demand Draft drawn in favour of CMPDI Limited Regional Institute Singrauli on any Scheduled Bank payable at its Branch at Jayant/Nigahi/Dudhichua/Singrauli.

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.

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

30.2 Retention Money:

Retention money will be deducted at 5% of annualized contract value from the running on account bills in 12 equal installments 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.

31 Postponement of scheduled date(s):

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

32 Public Enterprises preference:

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

33 Contract Agreement Document(s):

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

34 Sub-letting of Work:

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

35 Prohibition of Child Labour engagement:

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

36 Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**
- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

37 Employment of Local Labour:

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

38 Splitting up of the work:

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

39 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).

40 EXEMPTION FROM EMD/SECURITY DEPOSIT: Submission of EMD and Security Deposit is exempted in case of the following:

1. Central / State Government Organization / PSU.
2. Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized. The list of items is to be attached.
3. Firms registered with NSIC / under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only against submission of valid registration certificate. Copies of NSIC / MSME Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized. The list of items is to be attached.

NOTE:

In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder.

41 Settlement of Disputes through Arbitration:

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

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the Clause 41.

- 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.

42 Legal Jurisdiction:

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

43 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(CIVIL)

Regional Institute-VI

CMPDIL, Jayant, Singrauli.

SECTION – II

Annexure-A1

Format of "Letter of Bid" (for Works & Services Tenders)

Letter of Bid

To,
The Tender Committee,
Regional Institute-6
Central Mine Planning & Design Institute, Jayant, Singrauli.

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, Singrauli.

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, 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)

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, Regional Institute-6, Singrauli
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. I/We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

- * I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
8. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

- * I / 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)

Annexure-A3

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

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

Sub: Authorization for release of payment due from Regional Institute-6, Central Mine Planning & Design Institute Limited, Jayant, Singrauli through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

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

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

1. Name of the Party : _____
 2. Address of the Party : _____
City _____ – PIN Code _____
 3. E- Mail Id _____
 4. Permanent Account Number _____

5. Particulars of Bank

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

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

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp:

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

Annexure-A4

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.

Date: _____ Signature of the Bidder with seal of the firm

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

Regional Institute-6

Central Mine Planning & Design Institute Limited,

Jayant, Singrauli -486890

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Jayant, Singrauli - 486890** (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 forbear 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 _____

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
presence of -

(Name of Company) in

Signature

1. Name:

Address:

Signature

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

On Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

I.....

..... Partner/Legal Attorney Proprietor/Accredited Representative of

M/s. Solemnly declared that :

1. I/We are submitting tender for the work

.....
.....
.....

against Tender Notice No. ----- dated -----

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

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

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

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

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

Public Sector Undertaking.

OR

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

Signature of the Tenderer

Dated-----

Seal of Notary

SECTION - III

SCOPE OF WORK

Name of work: ANTIMOSQUITO AND PEST CONTROL IN CMPDI COLONY AT JAYANT,SINGRAULI

SPECIAL TERMS AND CONDITIONS

1. The area under coverage shall be as follows.

A. Residential

Type I	Qtrs	61 Nos
Type II	Qtrs	47 Nos
Type IIA	Qtrs	06 Nos.
RD's	Bungalow	01 No.
B Type	Qtrs	12 Nos

Sub Total	127 Nos
-----------	---------

B. Non residential

This includes :

- i). OTC,STC, Service Building
- ii).Security post,
- iii).Shopping complex

2. Anti-larval operation will be carried out at all the breeding places of mosquitoes inside the colony premises. This shall be decided in consultation with EIC.
3. Continuous anti larval operations shall be carried out as per bill of quantity. The cycle will be completing two operations in a month.
4. Mechanical spraying with suitable chemicals (Malathion 50EC & K-Othirine 2.5% flow) shall be done in the interiors of building as per bill of quantity. During the operation, it would be absolutely necessary to treat all gully traps inspection chambers, manholes, sewage system, latrines, urinals, toilets etc of the total townships.
5. Anti-pest treatment for pests such as cockroache, lizards etc.shall be carried out in the house as per bill of quantity to eliminate all types of in house pests.

The chemical insecticides and other materials used in the work shall be strictly as per National Health Programme/ World Health Organisation specification/ standards. This shall be examined by the EIC before use. The concentration area covered and the frequency of the chemical/ insecticide shall also be as per the standard/ specification of National Malaria Eradication programme/ world Health Organisation.

6. The agency shall treat outside fencing areas as well as keep under control growth of mosquito & Pests.
7. The above frequencies of various operations shall however not absolve the contractor from the responsibility of eliminating/controlling mosquitoes & Pests from the colony premises.
8. For complete elimination/control of mosquitoes & pest if required the contractor shall increase the no. of chemical spraying/ fogging for which no extra payment shall be made.
10. It will be contractor's responsibility to inspect the places where the artificial collection of water occurs, like discarded tank, empty posts, broken bottles, coconut shells and other similar containers. Inspection will be done at the time of spray operation/ Anti larval operation in consultation with EIC.
11. Contractor should also possess valid license to store and use the chemicals required for the work. **An amount of Rs. 150/-per month shall be deducted as rent for the covered area if provided by the company for storage of chemical insecticide etc. on written request of the contractor.**
12. No payment shall be made for any building/ quarter not covered by the party. Either deliberately or on refusal and lock up.
13. The contractor shall maintain a Register for Indoor spraying in residential building and take signature of every residents after carrying out the spraying operation. In case, any resident is not desirous of getting the spraying done, the signature with the reason should also be obtained on the register. In case the house is locked, all efforts should be made to contact the resident within a day or two and get the spraying carried out and signature taken. For non-residential buildings certification of work done shall be done by the EIC.
14. **The quoted price should be inclusive of CMPFs benefits (as per labour law) and all taxes excluding service tax. Service tax will be applicable as per rule/practice in CMPDI.**
15. This is percentage rate tender. Tenderers are required to quote percentage rate above or below the quoted rates in figure and words. If any tenders fails to comply with the requirement, this may lead to possible rejection of the tender.
16. The contractor shall maintain all records as per provisions made in various statutes including contract labour (R&A) act 1970 and ensure payment of minimum wages to the workers engage by the contractor through bank as per minimum wages act.
17. **Working days means all days in a year excluding Sundays and Public holidays**
18. **Contractor should ensure particulars of registration/clearance from the appropriate provident fund authorities for at least one worker. The contractor shall ensure implementation of CMPF as per concerned act and as per provisions of law.**
19. Guidelines Specifications and terms and conditions etc. are applicable as per CIL manual for civil engineering works.
20. The contractor shall be responsible for claiming his bills on monthly/quarterly basis on the basis of schedule of quantities with unit rates accepted by the company showing the period of the work and after effecting all the deductions as per statute and as per NIT. Such bills will be submitted to the Officer-in-charge, who will process the same after ensuring the following:
 - I). Contractor has to submit the CLIP (**Contract Labour Information Portal**) of CIL generated wage sheet.
 - II). Proof of payment of wages to all workmen engaged through bank before submission of

bill.

III). Proof of payment of provident fund (CMPPF) to all workmen engaged along with copy of challan or return (If applicable).

VI). All the relevant returns/"VV" statements shall be submitted against each RA bills.

- 21. The CMPDI RI-6 Authority reserves the right to cancel the work any time and without prior notice with or without assigning any reason what so ever without any compensation to the contractor and same shall be binding on the contractor.**
22. No escalation shall be payable for the work on any account.
23. Contractor shall arrange for storage and security of materials at his own cost. Work has to be performed with due safety and security.
24. Any liabilities arising during performance of contract to any authorities shall be at the risk and cost of the contractor.
25. **If water supplied by the company water charges @ 1% will be deducted on this account.**
26. The payment to the contractor shall be made by the HOD (Finance).
27. TDS as per income tax act 1961 and commercial tax as applicable shall be recovered from each bill of the contractor along with any other duty/cess etc.
28. All statutory taxes, duties, cess and other levies on work contract as applicable will be payable by the contractor.
29. The contractor shall employ at least one experienced person to carry out the operation.
Failing this penalty Rs.400.00 labour/day shall be made.
30. **The Attendance records related to contractor's worker shall be maintained through biometric (in and out both) at the CMPDI office.**

PENALTY:

Imposed penalty for non-executing items as per B.O.Q will be as per instruction of EIC depending on the amount of non-execution part.

NOTE:

1. The contractor shall ensure that the wages are paid to their workmen in accordance with the notification issued by MP Government applicable from time to time.
2. In addition to above, all the relevant terms and conditions of Civil Engineering Manual of Coal India Limited shall be deemed to be part of contract agreement /work order.

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SECTION – IV

GENERAL TERMS AND CONDITIONS

a. 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 Chairman-cum-Managing Director or his 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. **"The Site" shall mean the site of the contract work CMPDI, RI-6, Jayant, Singrauli or drilling camp Singrauli.**
- 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 Officer Incharge of CMPDI, RI-VI (HQ)/ OIC Drilling Camp, Singrauli.
- 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 Project Manager, become necessary during the progress of the works to enhance the reliability of exploration.
- 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 thereunder.
 - (c) Indian Explosive Act and Rules and Regulations made thereunder.
 - (d) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (e) Indian Mines Act and Rules and Regulations made thereunder.
 - (f) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

b. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of Acceptance of Bid indicating deviations, if any, from the conditions of contract Incorporated in the Tender Specification Document issued to the Bidder and duly accepted by the Employer,
- (iv) Conditions of contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (v) Specifications, where it is part of Tender Specification Documents,
- (vi) Scope of works/Bills of quantities/schedule of works/quantities and
- (vii) Contract Drawings/finalized Work Programme.

- 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), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Project Manager or any other official authorized by the Company for the purpose.
- 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 Waidhan Court only.

c. 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 therefrom, 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

d. 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% of annualized 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 CMPDI Limited Regional Institute Singrauli on any Scheduled Bank payable at its Branch at Singrauli.

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.

- 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.

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

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

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

- 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 **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 Officer Incharge of CMPDI, RI-VI (HQ)/ OIC Drilling Camp, Singrauli.

4.7 **New clause of General Terms and Conditions**

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

4.8 **Application of Price Variation Clause.**

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

COMPLIANCE OF LABOUR LAWS

1. Labour

1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by contractor on the site and such information respecting contractor's equipment as the Engineer may require.

1.2 The work has to be carried out through regular employees as far as possible and the Wages thereof are to be made in their bank accounts

2. Compliance with Labour Regulations

2.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall be held responsible in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws/acts/rules/regulations/including amendments, if any on the part of the contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

2.2 SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION / CIVIL WORKS.

- a) **Workmen Compensation Act, 1923**:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act, 1972** :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees PF and Miscellaneous Provisions Act, 1952** :- The Act provides for monthly contributions by the employer and workers @ 12 % or as applicable. The benefits payable under the Act are :
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked Insurance on the death in harness of the worker.

- iii. Payment of PF accumulated on retirement/death etc.
- d) **Maternity Benefit Act, 1951** :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act, 1970** :- The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or contractor of Principal Employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act, 1948** :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employment.
- g) **Payment of Wages Act, 1936** :- It lays as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act, 1979** :- The Act provides for payment of equal wages for work of equal nature of Male and Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotion etc.
- i) **Payment of Bonus Act, 1965** :- The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to the employee getting Rs. 2500/- per month to about upto Rs. 3500/- per month, shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. Some of the State Governments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.
- j) **Industrial Disputes Act, 1947** :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act, 1946** :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Union Act, 1926** :- The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act, 1986** :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building Industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1997** :- The Act is applicable to an establishment which employs 5 or more inter-state

migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided, certain facilities such as Housing, Medical-Aid, Travelling expenses from home upto the establishment and back etc.

- o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996** :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act, 1948** :- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working houses, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

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Distribution:-

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