



cmpdi
A Mini Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

cmpdi

A Mini Ratna Company

NIT No.: CMPDI/R-VII/DG/Lab/Water/2019-20/E-307230 Dated:
04.06.2019

TENDER DOCUMENT

FOR

**Data generation of water quality (Drinking, Surface
and Effluent) for baseline study of Integrated
Lakhanpur-Belpahar-Lilari OCP**



June'2019

Exploration Department
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
Regional Institute – VII
Bhubaneswar – 751013

Contact nos.:
9438881023
Fax: 0674-2301728

TENDER NOTICE

NIT No.: **CMPDI/R-VII/DG/Lab/Water/2019-20/E-307230**

Dated: 04.06.2019

Sealed item rate quotations are invited from eligible contractors for the following work to be executed for Central Mine Planning and Design Institute Limited (CMPDI Ltd.), Regional Institute -7 office at Samantapuri, Bhubaneswar as described below:

Name of work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Completion Period
Data generation of water quality (Drinking, Surface and Effluent) for baseline study of Integrated Lakhanpur-Belpahar-Lilari OCP	16,780.00	210.00	10 (Ten) Days

Quotation document can be obtained on request in writing from the office of the HoD (Lab), CMPDI RI-VII, Bhubaneswar, Odisha on any working day between 11.00 AM to 04.00 PM on application. Quotation Documents will be available free of cost from 05.06.2019 to 13.06.2019. The same can also be downloaded from the CMPDI website www.cmpdi.co.in. The bidder who will download tender document from website shall have to submit duly filled in certificate as per Annexure –II of Tender Document along with their offer.

Duly filled with sealed quotations in Single Part should be submitted in the Office of the HoD (Lab), CMPDI RI-VII, Bhubaneswar upto 02.00 p.m. on 14.06.2019 and quotations shall be opened at 04.00 p.m. on 14.06.2019 in presence of the intending quotationers or their authorized representatives at the office of the HoD (Lab), CMPDI RI-VII, Bhubaneswar.

The Earnest Money will have to be deposited in the form of Bank Draft from any nationalized/scheduled Bank payable to “CMPDIL, Regional Institute, Bhubaneswar” payable at its Branch at Bhubaneswar.

Quotationers are required to submit Earnest Money, copy of GST registration certificate (if applicable) and Photocopy of PAN (Permanent Account Number), **NABL certificate/CPCB certificate/MoEF & CC certificate for all parameters** to be tested along with Quotation Document issued by department after filling the price bid and bidder status form. All the said documents should be self-authenticated by the Quotationer.

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

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

ANNEXURE-II

Format

(Certificate to be furnished by the Bidder in case the tender document is downloaded from Website.)

CERTIFICATE

(only for Tenderer using downloaded tender document from Website)

I/We.....undertake that the Tender submitted by us is downloaded from Website (<http://www.cmpdi.co.in> or <http://www.tenders.gov.in>) and is same in content and form (verbatim), and any deviation, if detected, at any stage, would entitle CMPDI to reject our bid/offer without assigning any reason or recourse to any penal action, and would be legally binding on us.

Signature of Tenderer

Seal.....

TECHNICAL TERMS AND CONDITIONS

Sl. No.	Particular	Number of samples at each station	No. of Station
1	Faecal Coliform (MPN) Once in a season	1	10

1. **Work Location: Lakhanpur Area, IB Valley Coalfields, Dist.: Jharsuguda, Odisha**
2. **Three copies of Analysis Report shall be submitted to CMPDI, RI-7, Bhubaneswar. The report shall contain the following:**
 - a. **Method of selection of Samples Sites**
 - b. **Sampling Plan**
 - c. **Sampling and Test Method**
 - d. **Method of Preparation and treatment of Samples (if any).**
3. **Civil work (if required) for collection of Sample is in the scope of Bidder.**
4. **All Transportation and Accommodation Expenses shall be borne by the bidder.**
5. **All the tools, machinery and any other items required for sample collection shall be arranged by bidder.**
6. **The payment shall be made only after the submission and acceptance of final analysis report.**
7. **Payment shall be done on the basis of number of samples collected and analyzed.**

SCHEDULE OF WORK (PRICE BID)

Sl. No.	Description	Unit	Quantity	Basic Unit Price (Rs.)	Basic Amount (Rs.)
1	Faecal Coliform (MPN) Once in a season	No. of Samples	10		
	TOTAL				

Total amount in words: Rupees

Note: **GST @18% shall be paid extra as per rule.**

I agree with all the terms and conditions mentioned in the tender.

(Signature of the Quotationer)
with Date & Seal

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) **"Employer"** or "Company" means CMPDI, Regional Institute- VII who will employ the bidder represented by the appropriate authority.
- ii) **"Principal Employer"** means the officer nominated by the Company to function on its behalf.
- iii) The word **"Bidder/ Bidders"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) **"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.
- v) **"Officer-In-charge"** shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Officer-In- Charge /Designated Officer-In-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the bidder, valuing variations to the contract. The Officer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the bidder who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Officer- in- Charge/Designated Officer in Charge.
- vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the bidder, and the formal contract agreement executed between the company and the bidder together with the documents referred to therein including general terms and conditions, technical terms and conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- viii) The **"Work" /" Service"** shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.
- ix) **"Contract amount"** shall mean In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- x) **"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 bidder's firm or to an office

of the company for whom it is intended or if delivered at or sent by registered mail/e- mail to the last business address known to him who gives the notice.

xi) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xii) "**Department**" means CMPDI, Regional Institute – VII, Bhubaneswar.

xiii) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents: The following documents shall constitute the contract documents:

- Notice Inviting Tender/Detailed Tender Notice.
- Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- General Terms & Conditions of contract.
- Technical Terms & Conditions of contract.
- Commercial Terms and condition.
- Bill of Quantities/ Schedule of work/ Scope of work.
- Frozen terms & conditions / technical parameters/ revised offer, if any.

The bidder 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 Officer-In-Charge, his representatives or any other officials authorized by the company for the purpose.

2.1 The contract document shall not be used by the bidder for any purpose other than this contract & the bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. EARNEST MONEY DEPOSIT (EMD):

Refund of EMD:

- a) The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.
- b) The EMD of un-successful bidder shall be released on finalization of tender.
- c) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- d) The earnest money deposit shall not carry any interest.

Security Deposit:

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

Performance Security should be 5% of contract amount and must be submitted within 28 days of receipt of LOA/ work order by the successful bidder in the form of Demand Draft drawn in favour of **CMPDIL, Regional Institute, Bhubaneswar** on any Scheduled Bank payable at its Branch at **Bhubaneswar**

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

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

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

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. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

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

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

Refund of Security Deposit: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No. 2.3.

The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of twelve (12) months, subject to the following conditions:

- a) Any defect/ defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of twelve (12) months or on its due extension till completion of the rectification works as required.

4. Additional Performance Security Deposit:

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 finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the estimated cost 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.

5. Negotiations:

Work will be awarded to the lowest bidder (L-1), without post-tender negotiations. Negotiation should be avoided as far as possible. However, if required, negotiation shall be done with successful L-1 bidder. In that case bidder(s) should be in a position to depute himself/representative at short notice with full authority on technical as well as commercial terms & conditions of the contract.

6. Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and EMD is liable to be forfeited.

7. Banned or Delisted Bidders:

The bidders would give a declaration that they have not been banned or delisted by any Govt., Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt., Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. (Annexure-I)

8. Discrepancies in contract documents & Adjustments thereof

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

Description in Bill of Quantities of work. Particular specification and special conditions, if any General specifications.

- 8.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's /Competent Authority's decision/clarification shall hold well with regard to the intention of the document or contract as the case may be.
- 8.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate

the contract or release the bidder from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.

8.3 Any difference detected in the tender/ tenders submitted resulting from:

- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.
- b) Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figure or words, then the rates quoted by the bidder in words shall be taken as correct.

9. Refund of Additional Performance Security

The Additional Performance Security shall be released in the following manner:

- I. 30% of additional performance security will be released after 60% of the total work is completed.
- II. 50% of additional performance security will be released after 80% of the total work is completed.
- III. 100% of additional performance security will be released after total work is completed.

10. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

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

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

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

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

10.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

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

OR

- ii. $\frac{1}{2}\%$ of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

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

OR

- ii. 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

- 10.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.4.2.
- 10.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 10.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 10.2.4 In the event of such termination of the contract as described in clauses 4.2.2 or 4.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 4.2. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.
- 10.2.5 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

11. Force Majeure:

- Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics.
- Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

In such situation, the successful bidder/ bidder will apply to the Officer-In-Charge through a letter indicating the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of the above mentioned Force Majeure clauses, no penalty will be imposed on the bidder for non-providence of service.

When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Bidder or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.

The extension of contract, if any, will be at the existing rate with mutual agreement.

12. Payment:

- i) Payment of on account bill shall be made after certifying by concerned officer, the sum to which the bidder is considered entitled by way of interim payment for the following:

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the bidder to the company, and further subject to the bidder having given to the no claim certificate by the concerned officer.

The payment shall be made only after the submission and acceptance of final analysis report.

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

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

The bidders are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

- iii) Income tax deduction will be made as per applicable rule, of the gross value of each bill, unless exempted by the competent authority of the Income Tax Department.
- iv) No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement / Work-order.

13 Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part by notice in writing, if the bidder: -

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

or

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

or

- c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering,

or

- d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour

in relation to the obtaining or execution of this or any other contract for his company,

or

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

or

- f) Transfers, sublets, assign the entire work or any portion thereof is not permissible. In such case the Officer-In-Charge may, cancel the whole contract or portion of it in default by giving a written notice.

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

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

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

13.2 **Suspension of Work**

- i) The company shall have power to suspend the work or any part thereof and Company may direct the bidder in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the bidder, or for proper execution of the work for reasons other than any default on part of the bidder, or on ground of safety of the work.
- ii) In the event of suspension for reasons other than any default on the part of the bidder, extension of time shall be allowed by the company equal to the period of such suspension and the bidder shall properly protect and secure the works to the extent necessary during such suspension.

13.3 Foreclosure of contract in full or in part

If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, the company shall give notice in writing to that effect to the bidder. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the bidder at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The bidder shall, if required by the company, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable the company to assess the amount payable. The bidder shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

12. Carrying out Part Work at Risk and Cost of Bidder

If the service provided is unsatisfactory, the company after giving the bidder 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the bidder with cost involved in engaging another Agency. The certificate issued by the company for the cost of work so done shall be final and conclusive and the extra cost, if any, shall be borne by the bidder.

The bidder from whom part work is being taken out, shall not be allowed to participate in the subsequent tendering process, if any.

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

13. Settlement of Disputes/Arbitration

13.1 It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder and the company, effort shall be made first to settle the disputes at the company level. The bidder should make request in writing to the Officer-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 bidder shall be entertained by the company.

13.2 Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to the HOD (Lab), CMPDI, RI-VII, Bhubaneswar. If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.

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

Sd/-

HOD (Lab)