



QUOTATION NOTICE

No.: CMPDI/RI-VII/BBSR/ENV/2019/ **E 415 706**

Dt. 18.12.2019

Sealed item rate quotations are invited from the eligible contractors for the following work to be executed at **Ib Coalfield, Dist Jharsuguda & Sundergarh**:

Name of work	Estimated Cost (Rs.) (Excl. GST)	Earnest Money (Rs.)	Completion Period
Pumping and drawing water from 17 nos. of piezometer constructed at Ib Coalfield.	79050.00	989.00	05 Days

Quotation document can be obtained on request in writing from the office of **HOD (Env.), CMPDI RI-VII, PO: Samantapuri, Near Gandhi Park, Bhubaneswar-751013, Odisha** on any working day between 11.00 am and 4.30 pm. Quotation Documents will be available free of cost from **20.12.2019 to 27.12.2019** and can also be downloaded from the website [**www.cmpdi.co.in/tenders**](http://www.cmpdi.co.in/tenders).

Duly filled in sealed quotations in Single Part as described in page 4 of this document should be submitted in the office of the **OIC (Laboratory), Ground Floor, CMPDI RI-VII, PO: Samantapuri, Near Gandhi Park, Bhubaneswar-751013, Odisha up to 2.00 p.m. on 03.01.2020** and quotations shall be opened at **4.00 p.m. on 03.01.2020** in presence of the attending bidders/ quotationers or their authorized representatives at the office of the OIC (Lab), CMPDI RI-VII, Bhubaneswar. CMPDI management will not be liable for absence of quotationers or their authorised representatives at the said time and date.

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

Bidders are required to submit all the required documents given in the Quotation documents along with **Earnest Money and duly filled price bid**. All the said documents/ pages in the document should be self-authenticated by the Quotator.

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.

U/181218
✓ HOD (Env.)
✓ CMPDI RI-VII, BBSR
C&A

Copy to:

1. RD, CMPDI RI-VII, Bhubaneswar
2. HoD(Env.), HoD(Fin.) CMPDI RI-VII, Bhubaneswar
3. HOD (Geomatics) CMPDI RI-VII, Bhubaneswar- For uploading in CMPDI website.
4. OIC – CMPDI Exploration camps at Gopalpur-For display on notice board
5. TC Members- CMPDI RI-VII, Bhubaneswar
6. Notice Board CMPDI RI-VII, Bhubaneswar

QUOTATION DOCUMENT

1 Name of work : Pumping and drawing water from 17 nos. of piezometer constructed at Ib Coalfield.

2 Quotation Notice No. & Date : CMPDI/RI-VII/BBSR/ENV/2019/ dated 18.12.2019

3 Earnest Money Deposit : Rs 989.00 (Rupees Nine Hundred Eighty Nine only).

4 Completion period of work : Five (05) Days

5 Date & time of submission of Quotation : Up to 2.00 p.m. on 03.01.2020

6 Date & time of opening of Quotation : At 4.00 p.m. on 03.01.2020

7 Quotation Document issued to : _____

18/12/19
Signature of Issuing Officer

Certified that this documents contains from page 01 to 14



Central Mine Planning & Design Institute Limited

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

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



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड
(कोल इंडिया लिमिटेड की अनुबंधी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-७, सामन्तपुरी, निकटस्थ गांधीपार्क, पो: आर.आर. एल, भुवनेश्वर ७५१०१३

Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar – 751013
Registered Office- CMPDI HQ, Gondwana place, Kanke Road, Ranchi- 834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

QUOTATION NOTICE

No.: CMPDI/RI-VII/BBSR/ENV/2019/ E 415706

Dt. 18.12.2019

Sealed item rate quotations are invited from the eligible contractors for the following work to be executed at **Ib Coalfield, Dist Jharsuguda & Sundergarh**:

Name of work	Estimated Cost (Rs.) (Excl. GST)	Earnest Money (Rs.)	Completion Period
Pumping and drawing water from 17 nos. of piezometer constructed at Ib Coalfield.	79050.00	989.00	05 Days

Quotation document can be obtained on request in writing from the office of **HOD (Env.), CMPDI RI-VII, PO: Samantapuri, Near Gandhi Park, Bhubaneswar-751013, Odisha** on any working day between 11.00 am and 4.30 pm. Quotation Documents will be available free of cost from **20.12.2019 to 27.12.2019** and can also be downloaded from the website www.cmpdi.co.in/tenders.

Duly filled in sealed quotations in Single Part as described in page 4 of this document should be submitted in the office of the **OIC (Laboratory), Ground Floor, CMPDI RI-VII, PO: Samantapuri, Near Gandhi Park, Bhubaneswar-751013, Odisha up to 2.00 p.m. on 03.01.2020** and quotations shall be opened at **4.00 p.m. on 03.01.2020** in presence of the attending bidders/ quotationers or their authorized representatives at the office of the OIC (Lab), CMPDI RI-VII, Bhubaneswar. CMPDI management will not be liable for absence of quotationers or their authorised representatives at the said time and date.

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

Bidders are required to submit all the required documents given in the Quotation documents along with **Earnest Money and duly filled price bid**. All the said documents/ pages in the document 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.

U. S. J. 12/19
HOD (Env.)
CMPDI RI-VII, BBSR

Copy to:

1. RD, CMPDI RI-VII, Bhubaneswar
2. HoD(Env.), HoD(Fin.) CMPDI RI-VII, Bhubaneswar
3. HOD (Geomatics) CMPDI RI-VII, Bhubaneswar- For uploading in CMPDI website.
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Bill of Quantity (BOQ)

Bill of Quantity for the work "**Pumping and drawing water from 17 nos. of piezometer constructed at Ib Coalfield**"

S.No	Description	Unit	Qty	Rate to be quoted	Amount (Rs.)
1	Pumping and drawing water from 17 nos. of piezometer constructed at Ib Coalfield including material, labor, handling and transportation.	Number	17		
2.	GST (If applicable) (%)				
Total (Rs)					
Amount in words:					Signature of quotationer

Instructions to the Bidder

Bid should be submitted by the bidder in single part system in the following manner:-
First envelope shall contain the following:

- a) Earnest money
- b) PAN details
- c) Work experience details

Second envelope shall contain the following:

- a) Bid document duly signed and BOQ duly filled in.

These two envelopes shall be enclosed in another envelope and submitted by the bidder. The cover-envelope shall indicate the name of the work, name of the bidder along with the address, reference Tender Notice No. The second envelope shall be opened only if Earnest money, PAN details and work experience are properly submitted.

Documents to be submitted by the bidder to become technically eligible

- i. Earnest Money Deposit of **Rs. 989.00 (Rupees Nine Hundred Eighty Nine only)** in the form of Demand Draft drawn on any nationalized/scheduled Bank payable to "**CMPDI LTD, Regional Institute, Bhubaneswar**" payable at Bhubaneswar.
- ii. Photocopy of Permanent Account Number (PAN).
- iii. GST of the bidder:

The bidder should be either

GST Registered Bidder/ Dealer
OR
GST unregistered Bidder/ Dealer

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

- iv. Work Experience certificate:

Bidders are required to submit a Satisfactory Work Completion Certificate/work order/supply order in case of supply issued by the employer against the Experience of similar work containing all relevant information.

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

- a) Status: GST registered Bidder/Dealer:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.
- b) Status: GST unregistered bidder/Dealer:
Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules

v. A commitment is to be submitted in the form of **UNDERTAKING** on Bidder's letter head as per the format given in the bid document at Page No. **14** regarding genuineness of the papers.

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

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK:

- 1.1 Pumping and drawing water from piezometers. Diameter of piezometers: 6 inch. Depth of piezometers: > 100m
- 1.2 Arranging **3-5 HP Submersible pump with minimum discharge head of 150m** by bidder. Good quality & in working condition.
- 1.3 Arranging good quality & working DG / Gen Set of equivalent capacity to power a submersible pump of 3-5 HP pump having discharge head 150m for drawing water from piezometers for atleast 2 hours without tripping. Fuel for DG/ Genset to be arranged by bidder.
- 1.4 Discharge Pipe Length- **150m** to be arranged by bidder.
- 1.5 Total /cumulative Pumping Duration for 17 piezometer locations - **55 hrs.**
- 1.6 Adequate number of **workers (3-4)** along with **minimum one supervisor** should be available at site for the entire duration of the work. The supervisor should have adequate knowledge about pumps, DG/ Gen set and other electrical requirements for the site work.
- 1.7 Total traverse distance for covering 17 piezometer locations to be considered for estimate purpose is **550km.**
- 1.8 Cost Estimate should be inclusive of material, labour, handling charges and transportation.

2. SECURITY DEPOSIT:

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

The EMD amount deposited during tendering stage shall be reduced from the 5% PS amount and DD of equivalent amount is to be submitted.

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

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

2.2 **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 work completion certificate by the Engineer-in-charge, amount of security deposit shall be refunded.

3. DEVIATIONS/VARIATIONS IN QUANTITIES AND PRICING

3.1 The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

3.2 The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the progress of the work.

3.3 The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

3.4 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company whose decision shall be final and binding on the contractor.

3.5 The company through its Engineer In Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

3.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

4. TIME FOR COMPLETION OF CONTRACT, EXTENSION THEREOF, DEFAULTS AND COMPENSATION FOR DELAY

4.1 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 05 (five) days after handing over the site of work, whichever is later.

4.2 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 10 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.

4.3 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.

4.4 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.

4.5 **Extension of date of completion:** On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) Force Majeure :

i Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war and proprieties, quarantine embargoes

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be

liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

- b) Serious loss or damage by fire and abnormally bad weather
- c) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- d) Non-availability or breakdown of tools and plant to be made available or made available by the company
- e) The execution of any modified or additional items of work or excess quantity of work.
- f) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

4.5.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution. Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

4.5.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1(one) month of the date of receipt of such request.

4.5.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion

4.5.4 The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the Regional Director of the institute for consideration on the question whether the period of extension is or is not proper or necessary.

4.5.5 Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

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

4.5.7 In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work

having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

5. Material Supply & other facilities

- 5.1 The company does not undertake any responsibility for supply of any materials to the contractor. The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer in Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer in Charge and the contractor.
- 5.2 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 5.3 **Site Order Book :** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page. Site Order Books shall be maintained on the sites of works and should never be removed therefrom under any circumstances. It shall be the property of the company. The Engineer in Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them.
- 5.4 **Defective Materials:** All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

6. Payments

The payments shall be released against the final bill subject to all deductions which may be required as per certification of Engineer-in-charge. No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

7. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor :-

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

Or

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

Or

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

Or

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

Or

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

Or

- f) Transfers, sublets, and assigns the entire work or any portion thereof without the prior approval in writing from the Engineer in Charge. The Engineer in Charge may by giving a written notice, cancel the whole contract or portion of it in default.

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

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

7.2 On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

- a) To take possession of the site and any materials, constructional plant, equipments, stores etc. thereon and carry out balance work through any means or through any other agency.

- b) To give the contractor or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract.
- c) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months. In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

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

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

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

7.3 **Suspension of Work:** The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) For safety of the works, or part thereof, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 30 (thirty) days, the contractor will be compensated on mutually agreed terms.

8 **Foreclosure of contract:**

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

- a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

9. **Settlement of Disputes/Arbitration:**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

TECHNICAL SPECIFICATIONS

All workmanship, materials and work items shall conform to relevant Indian Standards. In case of items not covered by Indian Standards, other relevant Indian Standards shall be followed.

All works shall be carried out as per design / drawing supplied by the company and / or as per the direction of the Engineer-In-Charge.

Format of UNDERTAKING

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

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

7. * 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)).

8. 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.
9. I/We.....undertake that the Tender submitted by us is downloaded from Website (<http://www.cmpdi.co.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.....

[* Delete whichever is not applicable.]