



सीएमपीडीआई
cmpdi
A Mini-Ratna Company

TENDER DOCUMENT

HIRING OF VEHICLES

[With GST Compliance]

CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)

Regional Institute – V
CMPDI Complex, Bilaspur (Chhattisgarh)

SECTION - 1

E-TENDER NOTICE



cmpdi
A *Miniratna Company*

सेन्ट्रल मार्ईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लि.
कोल इंडिया लिमिटेड की अनुबंधी कंम्पनी/भारत सरकार का एक लोक उपक्रम
ध्वनीय संस्थान-5, सी एम पी डी आई काम्पलेक्स, सीपत रोड, बिलासपुर 495006 (छ.ग)

Central Mine Planning & Design Institute Limited

A Subsidiary of Coal India Ltd/ A Govt. of India Public sector Undertaking

CIN: U14292JH1975GO100123

RI-V, CMPDI Complex, Seepat Road, Bilaspur (CG)- 495006

ई-मेल / e-mail: rdr15.cmpdi@coalindia.in

Tel: 07752-258482-492 Fax: 07752-258481

NIT No.: RV/PMS/LMV/11/Hasdeo Lab/19-20/550

Dated: 30.01.2020

e-Tender Notice

1. Name of Work:

Digitally signed and encrypted open e-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:

Description of work	Estimated Value (₹)	Earnest Money (₹)	Period of Completion (in Days)
Hiring of 03 (Three) Nos. of diesel driven Multi Utility Vehicle /Pickup Van of commercial category such as Mahindra Bolero Camper/Tata Pickup or similar type having minimum seating capacity of 5 (4+1) with luggage space (Approx size - 1.45 Mtr x 1.45 Mtr x 0.75 mtr) in the rear side and manufactured not prior to the year 2018 for a period of 730 days extendable if required and to be deployed and stationed at Hasdeo Environment Lab North Jharkhand, Post- Jharkhand, District – Korea (CG) of RI-V, CMPDI, Bilaspur or anywhere in CIC coal fields of SECL commanding areas such as Johilla, Sohagpur, Bisrampur, Bhatgaon, Chirimiri, Baikuntpur, J&K etc with the discretion of OIC, Hasdeo Environment Lab for office use to travel anywhere in Chhattisgarh, Madhya Pradesh and Jharkhand. As per following details: Hours of Engagement of vehicle per day :12 hours (General shift including staggered rest) Average running 3000-3500 kms per month / vehicle (Approx.)	₹ 30,68,190.00 (Estimated value is for rental charges including fuel charges, all expenses and taxes, but excluding GST)	₹ 19,200.00	730 days Extendable up to another 365 days if required..

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD (PMS), RI V, CMPDI, CMPDI Complex, Seepat Road, Bilaspur (C.G)-495006	H R Sonapuram, Senior Manager (Excav)/HOD (PMS) Phone: 07752-258492/9479001710 E-mail: hr.sonapuram@coalindia.in

2. Time Schedule of Activities:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	Date & Time as mentioned in the website: https://coalindiatenders.nic.in
b.	Document download/ Sale Start Date	
c.	Document download & Bid submission End Date	
d.	Bid Submission Start Date	
e.	Start Date for seeking Clarification on-line	
f.	Last Date for seeking Clarification on-line	
g.	Date of Pre-Bid Meeting (If required)	
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 ₹ 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.

NOTE:

1. 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.
2. In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. Submission of EMD is exempted in case of the following.
 - i. Central/State Govt organization / PSU
 - ii. Firms registered with NSIC / DGS & D for tendered work against submission of valid registration certificate duly self-attested and notarized.
 - iii. Firms registered under MSME development act 2006 as Micro or Small Enterprise for the tendered work. Self-attested and duly notarized copies of MSME registration along with Udyog – Aadhar Memorandum (UAM) number shall be submitted by bidder

The bidders should submit MANDATE FORM for e-Payment along with EMD, if not submitted earlier, as per the format given in the bid document. (Format of Mandate Form is enclosed in bid document as Annexure – A3)

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

6. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify, as far as possible, only the relevant queries.

7. User Portal Agreement:

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including '*General Terms & Conditions*' and '*Special Terms & Conditions*' and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line through <https://coalindiatenders.nic.in> in order to become an eligible bidder. No conditional bid shall be accepted.

8. Eligible Bidders:

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 9 of the NIT.

NOTE:

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

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

- i. Following are the minimum qualification requirements for a joint venture.
 - a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to the experience.
 - b. The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to financial turn over.
- ii. The formation of Joint Venture or change in the Joint Venture character/ partners after submission of the bid and/ or any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing

the joint and several liabilities with respect to the contract.

- iv. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and 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. Eligible Bidders:

The Bidder should either be a Travel Agent or Owner of the Vehicle(s). The eligibility Criteria for both classes of bidders shall be as under:

Travel Agent: The bidder should either own, purchase or have a hiring agreement with the owners of vehicles which are offered to be engaged. In case the Travel Agent wishes to deploy new vehicle(s), then an Affidavit is to be furnished in enclosed format (as per Annexure-A8) to this effect. For such new vehicles, RC book is not required to be furnished.

Owner of Vehicle: In case the bidder is not a Travel Agent, he should be the Owner of the Vehicle(s) registered under commercial category. In case, the bidder/owner does not possess the requisite fleet of (tendered quantity) vehicles, then:

Either, Copy of the Hiring Agreement executed with the owner of the vehicle(s) proposed to be deployed for this work is to be furnished (Hiring agreement should contain the reference of NIT No. & date)

AND / OR

An affidavit as per Annexure-A8 is to be furnished in enclosed format in case the owner proposes to deploy new vehicles. For such new vehicles, RC book is not required to be furnished.

9.2. **Work Experience:**

*The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) **works of similar nature** (Work involving engagement of road worthy passenger vehicles of commercial category on hiring basis) **valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.***

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

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

The definition of Similar Work shall be as follows:

For this tender similar work means “Providing of hired Taxies/Ambulances/ passenger vehicles/ pickup van/ utility van etc. of all categories in Govt./ PSU Organization or any reputed Private Organization OR any work of public conveyance on permit basis”]

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

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

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

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

Note:

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

9.3. 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 online:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources,
- ii. Date on which the bidder possesses the required working capital,
- iii. Name of the Chartered Accountant (CA),
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date,
- v. Date of Issue of Certificate,
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

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

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having

a membership number with Institute of Chartered Accountants of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

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

9.4. **Fleet Requirement:** [to be specified on case to case basis / replaced as per requirement]

The bidder has to quote for all the fleet requirement of 03 (Three) vehicles.

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching vehicles as per NIT either owned, hired or newly purchased.

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 acceptance to deploy matching fleet of vehicles as per NIT either owned, hired or newly purchased.

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

An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased. (The format is provided at **Annexure-A8**)

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

9.5. **Permanent Account Number (PAN):**

The bidder should possess **Permanent Account Number (PAN) issued by Income Tax Department**, Govt. of India.

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

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

NOTE:

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

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

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

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

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

The bidder should be either

- i. GST Registered Bidder/ Dealer (**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 exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/ CMA/ CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

***For Example:** If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt from Registration under GST Act, 2017.*

The expression “aggregate turnover” shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.

Composition Scheme:

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

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

- i. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.
- ii. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

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

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

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

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

II. Status: GST unregistered bidder/ Dealer:

Document: A Certificate from a practicing CA/CMA/CSA having membership number with relevant Institute certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules.

NOTE:

In case of JV a Certificate from a practicing CA/CMA/CSA having membership number with relevant Institute confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.

[In case the Service contract is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Service contract at the time of execution of agreement/ before the payment of first running on account bill.]

Technical evaluation and 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. Parties are required to submit their offers for all the items or some of the items but in full quantities as per BOQ. However bids shall be evaluated on individual item wise (L-1) rate basis.*

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

b) The rate quoted by the contractor 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 contractor must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number of RI V, CMPDI, Bilaspur ie 22AAACC7475N1ZE:

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods and services 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 of goods and services, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier/contractor 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/contractor. The contractor shall upload their invoices in their GSTR-1 for claiming their bill from CMPDI.

f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier/contractor has filed the valid return in accordance with the provisions of the GST Act and the rules made there under. CMPDI is entrusted in making payment only when GST filing table of contractor is up to date and invoice appears in GSTR-2 A of RI V, CMPDI.

g) If the Tax invoice submitted by the supplier/contractor 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/contractor.

h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier/contractor.

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

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

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

9.7 An Undertaking:

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

9.8 Legal Status of the bidder.

Any one of the following documents:

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

9.9 Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding on-line on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required, as per the format given in the bid document at Section – 2, Annexure-A9.

10. Submission of Bid:

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

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

10.3 Online Registration:

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

10.4 System Requirement:

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

10.5 User Portal Agreement:

The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, **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 will be a part of NIT/ Contract Document.

10.6 In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

10.7 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

10.8 General Instructions for Submission of Tender:

The bidder should strictly comply with following instructions:

i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I, OID and Cover-II.

ii. Two parts of the bid should contain the details as follows:

Part-I / Cover-I and OID:

i) Letter of bid

ii) Details of Earnest Money

iii) Information on Eligibility/ Qualifying criteria as detailed under **Clause No. 9** including necessary scanned documents as elaborated there.

Part II / Cover-II:

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

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

10.10 Content of Part-I/ Cover-I:

a. General Technical Evaluation:

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

b. Letter of Bid:

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

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

NOTE:

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

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

c. Confirmatory Documents:

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

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

NOTE:

The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.

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

Sl No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder's letter head, in prescribed format (Annexure- A1). Note: In case of JV the LOB is to be signed by all partners
2	Earnest Money Deposit: (Ref. Clause No. 3 of NIT)	Refer Clause No. 3 of NIT.
3	The Work Experience: (Refer Clause No. 9.2 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 (Work involving engagement of road worthy passenger vehicles of commercial category on hiring basis) 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 online. 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	Working Capital: (Refer Clause No. 9.3 of NIT): Evidence of possessing adequate	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line regarding

	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.	Amount of available Working Capital inclusive of lines of credit and availability of other financial resources, Date on which the bidder possesses the required working capital etc. In case of JV, above documents of partner(s).
5	Fleet Requirement: (Refer Clause No. 9.4 of NIT): The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching vehicles as per NIT either owned, hired or newly purchased.	An affidavit confirming acceptance to deploy matching vehicles as per NIT either owned, hired or newly purchased in the prescribed format (Annexure-A8).-
7	Permanent Account Number (PAN): (Refer Clause No. 9.5 of NIT):	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).
8	Integrity Pact: (Applicable for tendered value of Rs.2.00 Crore & above).	Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-A6). Note: In case of JV, Integrity Pact shall be signed by all the partners.
9	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.
10	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.
11	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

		<p>3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p> <p>4. Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner.</p> <p>(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause as under Clause 16 & 16 A of GTC)</p>
12	<p>Goods and Service Tax (Not Applicable for Exempted Goods/ Services):</p> <p>(Ref. Clause No. 9.6 of NIT)</p>	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer</p> <p>b) Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>c) Status: GST unregistered bidder / Dealer -</p> <p>Document: A Certificate from a practicing CA/CMA/CS having membership number with relevant Institute certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules.</p> <p>[In case of JV a Certificate from a practicing CA/CMA/CS having membership number with relevant Institute confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV]</p>
13	Mandate Form for Electronic Fund Transfer:	Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per Annexure- A3).
14	Any other document to support the qualification information as submitted by bidder on-line.	<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>

10.11 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 or some of the items in full quantities on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in **Item-wise Rate BOQ format** and the bidder will have to quote for all the tendered items ~~or some of the items~~ and the L-1 will be decided on individual item wise (L-1) 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.

10.12 SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on individual item wise 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 individual item wise 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 individual item wise bid price (Cost to Company) will be rates quoted by the bidder for individual items 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 value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

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

11. Taxes and Duties:

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

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

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

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

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

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

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

12. Auto Extension of Critical Date:

If number of bids received online is found to be less than 03 (three) on End Date of bid submission, then the following critical dates of the Tender will be automatically extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

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

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

NOTE:

1. The validity period of tender shall be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

13. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and

SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

14. Opening And Evaluation Of Tender:

14.1 Opening of Bid:

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

14.2 Automatic Evaluation (Technical):

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

The 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 individual item wise 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 for each individual item.
- ii) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- iii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 07 days (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 10 days. If the L1 bidder fails to submit the specified document/s in 07 (seven) days' time or the uploaded documents still contain some deficiency, additional time of 05 days (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, of 07days x 24 and 05days 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. *In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.*
- vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.
- ix) The process as mentioned at Clause no. (vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted
- x) In case none of the bidders complies the technical requirement, then re-tender will be done.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- xii) **Penal Provisions:** If the L-1 bidder happens to be defaulter upon verification of documents uploaded, 100% EMD of defaulting bidders will be forfeited. **GST invoice will be issued by CMPDI in this regard.**
Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L1 successively.
- xiii) The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

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

- xiv) After competent approval and financial concurrence of TCR, the 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. Tender cum Reverse Auction: Not Applicable

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

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

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

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. Balance % 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.

17. Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/ NEFT/ RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/ her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to

18. Site Visit:

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

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense

18.2 **CMPDIL officials shall accompany the bidder during Site visit.**

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

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

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

19. Cost of Bidding:

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

20. Recovery of any Claim from Vendor/Supplier:

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

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

21. Road Tax, insurance and other such statutory taxes:

21.1 Road Tax, insurance and other such statutory taxes are to be borne by the contractor. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. Any incidental, overheads etc. as may be attracted upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

21.2 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.

21.3 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.

22. 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.

23. 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.

24. Technical Specifications:

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

25. Currencies of Bid and Payment:

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

26. 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.

27. 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.

28. 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 if the contract value is more than Rs 10, 00,000.00. 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.

29. 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.33 (Modification and Withdrawal of Bid) of NIT.

30. 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.

31. Security Deposit:

Total security deposit will be 10% of the annualized 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.

31.1. 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:

31.1.1 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 Bilaspur.

NOTE:

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

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

Name of Bank: State Bank of India,

Branch: SECL Branch,

IFSC: SBIN0007258,

A/c No: 10316091328,

Address: SECL COMPLEX, SEEPAT ROAD, BILASPUR.

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.

31.1.2 Govt. Securities / FDR:

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

31.1.3 Demand Draft:

Demand Draft drawn in favour of **CMPDI, RI, BILASPUR** on any Scheduled Bank payable at its Branch at Bilaspur.

The bid security deposited in the online mode 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.

31.2 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.

32. 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.

33. Public Enterprises preference:

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

34. 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.

35. 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.

36. 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.

37. 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. Chattisgarh. 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.

The contractor/ contractors shall not pay less than the minimum wages of skilled worker for driver and of semi-skilled worker for khalasi/helper/conductor engaged by him/them as per minimum wage circulated by Ministry of Labour & Employment, Govt. of India from time to time.

The contractor/contractors shall make necessary payments of the Provident Fund for the workman employed by him/them for the work as per the laws prevailing under provisions of Coal Mines Provident Fund and Miscellaneous Provisions Act 1948 (as amended time to time) and Coal Mines Pension (Amended) Scheme, 2018 or Employees Provident Fund Act and Miscellaneous Provisions Act 1952(as amended time to time) as the case may be.

However it is desirable that contractors should register themselves under CMPF Act for coverage of maximum workers under CMPF and CMPS.

For CMPF registered contractor, he will deduct 7% CMPS contribution towards employee's share from the wage of his workers deployed for the work and equal share is to be borne by the contractor as Employer's share. It will be the responsibility of the contractor to deposit both the shares (Employee's and Employer's share) to the appropriate CMPF Authority and submit the statutory returns to CMPDI. Bonus is to be paid to the contract workers engaged by the contractors as per the provisions of Payment of Bonus Act 1965.

The attendance of all the employees/workers engaged by contractors' is to be marked through Biometric Attendance System only.

Deployment of driver/khalasi/: Nos of Drivers/khalasi to be deployed shall be as follows:

<i>SI No</i>	<i>Hours of Engagement of vehicle per day</i>	<i>Deployment of Driver / helper/Khalasi/Conducto r</i>	<i>Applicable minimum wage per driver/day in Rs as on 01.10.2019</i>
1	12 Hrs	1 (one) drivers for each vehicle	<i>minimum basic wages including VDA is Rs 569.00 (including PF & bonus amount)</i>

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 Coal Mine Provident Fund, 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, CMPF/EPF, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

38. CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, in respect of the workers deployed.

39. Employment of Local Labour:

- a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.
- b) If a contractor submit his bid qualifies and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

40. Splitting up of the work:

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

41. Settlement of Disputes:

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

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

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

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

42. Settlement of Disputes through Arbitration:

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

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

43. Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Bilaspur Court.

44. Pre-Contract Integrity Pact: Not applicable.

45. 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.

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. *That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.*
 - a. *Cancellation of my/our bid/contract(as the case may be)*
 - b. *Forfeiture of EMD*
 - c. *Punitive action as per tender document*
2. *That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.*
3. *That I/we accept the Integrity Pact as given in the tender document (if applicable).*
4. *That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.*
5. *That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.*
6. *That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.*
7. *I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case we are banned or delisted this information shall be specifically informed to the tender issuing authority.*
8. *That I/We accept all the undertakings as specified elsewhere in the tender document.*
9. *That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.*

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

This e-tender portal and related services subject to your compliance with the user's terms and conditions set forth below;

Please read the following information carefully. you may not complete your registration and use the e-tender portal without agreeing to comply with all of the terms and conditions set forth below.

By registering the user name and password, you agree to abide by all the terms and conditions set forth below.

→ Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

*User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "**Change password**" option. CIL/subsidiary will have no responsibility or obligation in this regard.*

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

*By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.*

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

→ **Modification of software**

*With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.*

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

→ **System Requirements**

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link 'resources required'.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) *Incorrect use of the e-Tender System, or;*
- (b) *Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or;*
- (c) *Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.*

→ **Contents of Tender Information**

*Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.*

→ **Bid Submission Acknowledgement**

*The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.*

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

→ **Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

→ **User Conduct**

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

→ **Amendments to a tender published:**

You agree that the CIL/ Subsidiary companies reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

→ **Special Admonitions For International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

→ **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

→ ***Miscellaneous***

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

→ ***Governing Law***

*Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary company is situated shall have **non-exclusive** jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.*

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

→ ***Modification of terms of Agreement***

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

→ ***Policy and Security***

General Policy

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- *The Internet domain and IP address from which you access our portal;*
- *The date and time you access our portal;*
- *The pages you visit*

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

(Tender Inviting Authority)

**HOD (PMS)
RI V, CMPDI, BILASPUR**

SECTION – II

Annexure-A1

Letter of Bid

To,
The Tender Committee,
Central Mine Planning & Design Institute, RI V
CMPDI Complex, Seepat Road, Bilaspur

Sub. : Letter of Bid for the work "Hiring of diesel driven vehicles of commercial category.

Ref. : 1. NIT No.: RV/PMS/LMV/11/Hasdeo Lab/19-20/550 Dated: 30.01.2020

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 (applicable in case the contract value is more than Rs 10,00,000.00) , this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, RI V, Bilaspur.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, RI V, Bilaspur, 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 authorized 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, RI V, Bilaspur.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/ We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.
Or
* I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities. We shall make necessary payments as required under law.
8. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).
Or
* I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
9. **We hereby confirm that we are GST registered bidder not availing ITC/ GST registered bidder availing ITC/ GST unregistered bidder/GST registered bidder under composition levy (Strike out whichever is not applicable)**
10. 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.]

Annexure-A3

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

The Regional Institute - V,
CMPDIL Complex
Seepat Road, Bilaspur- 495006 (C.G)

Sub: Authorization for release of payment due from CMPDI, RI - V, Bilaspur 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

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

4. Date from which the mandate should be effective: _____

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

Place:

Date:

Signature of the party/Authorized Signatory.

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

Banker's Stamp:

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

Annexure-A5

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

Central Mine Planning & Design Institute Limited,
RI V, CMPDI Complex, Seepat Road, Bilaspur – 495006 (C.G)

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal

Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

Annexure-A6

PROFORMA FOR EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

1 Partner.

Signature

2 Partner

Signature

On behalf of M/s..... The Contractor, as one of the
constituted attorney, In the presence of –

1. Name _____

Address: _____

Signature

Occupation: _____

Signed byon behalf of

(Name of Company) in presence of -

Signature

1. Name:

Address:

Signature

Annexure-A7

INTEGRITY PACT

Not Applicable

Annexure-A8

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

(For deploying matching vehicles as per NIT either owned or hired or new purchased)

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

AFFIDAVIT

I/We, -----, Owner/ Partner/ Legal Attorney/ Accredited Representative of M/s -----, solemnly declare that:

1. I/We am/are submitting Tender for the Work ----- against Tender ID----- dated -----
2. That we undertake to deploy the vehicles as mentioned in the NIT on the terms and conditions mentioned therein, either owned or hired or to be newly purchased, the break-up of which is given below:

Sl. No.	Category	Quantity
i.	Owned Nos
ii.	Hired Nos
iii.	To be newly purchased Nos

Signature of the Tenderer

Dated-----

Signature & Seal of Notary

ANNEXURE-A9

Format for Authorization to DSC holder bidding online on behalf of bidder.

ON NON JUDICIAL STAMP PAPER OF ₹ 10.00

I/We do hereby authorize M/s / Mr. Address for on-line bidding on behalf of me / us for the e-tenders invited by Central Mine Planning & Design Institute Limited (CMPDI), RI V, Bilaspur on <https://coalindiatenders.nic.in>

Signature Seal of the DSC Holder Authorized for online bidding on behalf of the bidder.		Signature Seal of the Bidder Authorizing the DSC Holder for online bidding.
---	--	---

SECTION - III

TECHNICAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

1. Description of the vehicle:

- a) Type of vehicle: Diesel driven non-AC multi utility motor vehicle
- b) Make: Mahindra Bolero Camper or its equivalent
- c) Model of the vehicle: 2018 and later.
- d) Construction: Hard Top (Covered) with Luggage space in the rear (14.5 Mtr x 1.45 Mtr x 0.75 mtr (approx))
(Luggage space in the rear should have arrangement to cover its rear body, Detachable type cover and shall be cover on need basis to prevent the equipment from sun and rain)
- e) Seating capacity: 5 (4+1) (minimum)
- f) Category of vehicle: Commercial / having taxi permit
- g) Required number of vehicles: 02

NOTE: Recent models of the vehicles shall be preferred against same quoted rate.

Condition of the vehicles: The vehicles should be in perfect working & Tip top condition

2. Engagement:

The vehicle will be under the control of Officer Incharge, Hasdeo Environmental Laboratory, North Jhagarakhand, Post- Jhagarakhand, District – Korea (CG) and shall be used for official work for 12 hours (with staggered rest) and have to travel at anywhere in entire Chhattisgarh, Madhya Pradesh and Jharkhand as per requirement, including Sundays and Holidays and have to be stationed at Hasdeo Environment Lab North Jhagarakhand, Post- Jhagarakhand, District – Korea (CG) of RI-V, CMPDI, Bilaspur or anywhere in CIC coal fields of SECL commanding areas such as Johilla, Sohagpur, Bisrampur, Bhatgaon, Chirimiri, Baikuntpur, J&K, etc with the discretion of OIC, Hasdeo Environment Lab.

3. Requirement of additional vehicles:

The current requirement is based on the present available work load. However, the number of vehicle(s) may be subsequently increased or reduced up to 10% (next rounded off) of the ordered numbers of total vehicles, depending on the emergent need of the Company. Therefore, the Company reserves the right for requisition of additional similar vehicle(s), as and when required, at the same rates and terms and conditions. All payment will be made on pro-rata basis of actual days of deployment of such additional vehicle(s).

4. Possession of the vehicle(s):

The vehicle(s) and driver(s) shall be exclusively placed under the control of the Company and/or its authorised representative and it shall not be moved elsewhere without permission.

5. Log book:

Proper Log Book shall be maintained by the driver regarding odometer readings, in & out time, mileage, diesel issue etc. duly counter signed by the controlling authority / user of the vehicle. The Log Book has to be maintained for each vehicle separately.

6. Provision of Driver:

The contractor will provide the vehicles along with required number of drivers possessing a valid driving license. The driver should be experienced, skilled, literate, courteous and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving he should keep his mobile phone in silent/vibration mode. The driver shall report to duty as per the requirements of the Company. The contractor has to follow the labour laws / relevant laws in regard to weekly off, wages, etc. to the Driver. If behaviour of the driver(s) is (are) not satisfactory, Officer-in-Charge shall have the right to ask the contractor to replace the concerned driver within 48 hours. The drivers shall be provided with uniform and adequate money to meet the expenses during the period of journey, by the contractor. Accommodation/social need for the driver is to be arranged by the contractor.

7. Replacement of vehicle(s):

The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:

- I. In case the contractor is a Travel Agency/JV firm/Partnership firm: the contractor may deploy any other vehicle(s) of same class owned by him subsequently or hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle(s).
- II. In case the contractor is Owner of Vehicle: the contractor may deploy any other vehicle(s) of same class owned by him subsequently of the same or lower age than the originally offered vehicle(s).

However, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle(s) is(are) not accepted by the department then the bidder has to deploy the originally offered vehicle(s).

8. Maintenance /Repair of vehicle:

The contractor shall at his own cost, arrange for all materials, manpower, spare, tools, tackles etc. and regular checking / maintenance / repair of the vehicle and keep it in good and safe condition at all time. ~~During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case.~~

For the routine repair and maintenance of the vehicle, one day off in a month for each vehicle may be provided as per the convenience of the company.

9. In case of breakdown:

The contractor shall provide replacement vehicle(s) immediately (within 12 hours) after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the contractor to provide substitute vehicle of equivalent capacity for the break down period, in good conditions and with requisite documents.

10. Penalty:

- 10.1 **In case the contractor fails to provide a vehicle for a particular period(s), he will not get the hiring charges for that period and a penalty of Rs 1000.00 per day will be deducted from his bill for the period of absence from duties. For this tax invoice will be issued by CMPDI**
- 10.2 In the event of the contractor failing to provide the vehicle(s) on time and the company going in for hiring of another vehicle(s) from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expenses incurred by the department is less, the difference shall not be paid to the contractor. This will be in addition to penalty deducted under clause 10.1 above +applicable GST
- 10.3 If the Company suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor. **Applicable GST to be borne by the contractor.**

11. Compensation, in case of accident:

The Company shall not be responsible for payment of any claim or compensation of any kind to the Contractor, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful act of the driver and due to fitness of the vehicle(s). The party shall be exclusively responsible for such payments of compensation, if any.

12. Compliance with statutory provisions:

The contractor shall familiarise himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central

Govt./DTO/RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to contractor, or other related documents, the contractor shall provide it to the Company in reasonable time.

13. Payment & Reimbursement:

- 13.1 The bill should be submitted to the respective offices of the Company, where the vehicle is in use / stationed, within 15 days of the succeeding month positively. Payment will be made within 21 days from the date of receipt of the bill with all relevant papers. No interest will be paid for delayed payment due to unavoidable reasons.
- 13.2 Entry Tax/Border Tax/Temporary Permit/Toll Tax /Parking Charges, if any, within the station / out-station / other States, when the vehicle runs for official work, will be reimbursed by the Company subject to the production of documentary evidence, dully signed by the controlling officer.
- 13.3 All other charges (except GST) to run the vehicle have to be borne by the contractor. The GST will be reimbursed by the company as per GST Act.
- 13.4 There shall be no increase in the contract rate of the vehicle(s) during the entire period of the contract for the initial period of **730 days** and thereafter for a period of **365 days** or till the finalization of a new contract, whichever is earlier.(Ref clause 25 ie Price Variation Clause).
- 13.5 All through the contract period, the hiring rate shall not exceed the lowest rate charged by you to any other organisation/agency. In the event of rate going down, you shall promptly supply such information, to enable the Company to amend the awarded rate for subsequent service.

14. Night Halting charges: In case of staying out of station by the driver with the engaged vehicle at night for company's official work, night halting charge shall be paid by the company, @ of Rs **150** per night per vehicle. Outstation duty of the engaged vehicle, if any, will be certified by the Office-In-Charge for the payment of night halt charge.

15. Diesel & Engine Oil reimbursement/Issuance:

- 15.1 The reimbursement for Diesel and engine oil shall be made on actual running of the vehicles on the basis of fuel efficiency/engine oil consumption limited to the rates mentioned below.

Diesel	Engine Oil
@ one liter for every 10 KMs run	@ one liter for every 500 KMs run

*The cost of diesel shall be reimbursed at prevailing market rate of HSD of IOC/Bharat Petroleum/Hindustan Petroleum applicable at the place of engagement of vehicle.

The vehicle contractor shall ensure sufficient quantity of fuel all the time in all the vehicles during out station duty.

- 15.2 The cost of diesel and engine oil consumed as per rate mentioned above will be paid by company but the expenses on excess consumption beyond the prescribed limits in respect of diesel and engine oil will be recovered from Party's Bill(s). However, if the actual fuel consumption average of the vehicle is more than the prescribed one, no claim from the contractor shall be entertained under any circumstances.
- 15.3 The day-to-day running cost of diesel and engine oil of the vehicle used, will be borne by the contractor which will be reimbursed by CMPDI, RI-V, along with the monthly bill. Repair and maintenance of vehicle will be contractor's responsibility

16. Occasionally the vehicle may have to go outside the State and for this, if any additional permit is required, the contractor has to arrange this. However, any additional cost for obtaining such permits from transport authority shall be reimbursed by the company after production of required documentary evidence.
17. **Statutory Deduction:** All statutory deductions shall be made from the contractor's bill at the rates as applicable from time to time.
18. **Validity of Contract:** The vehicle hiring period will be as per Company's requirements, subject to a maximum of **730** days, extendable further for 365 days if required, at the same rates and terms & conditions.
19. **Termination of Contract:** In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.

20. Liability of the Company:

- a. In no case the Company shall be liable to any other charges or expenses other than the hiring charges, night halt charges, providing diesel and engine oil and taxes as specified under the clause nos. 13, 14 & 15 above.
- b. The Company, in no way, shall be liable for safety and loss of employee/vehicle(s) of the contractor.
- c. The company shall have no responsibility regarding the appointment of staff / employees by the contractor for execution of the work and no obligations or liability will be borne by the company in case of death / permanent disability etc/ disputes between the contractor and his employed staffs.
21. **Agreement:** The contractor will have to enter into an Agreement with **authorized functionaries of CMPDI** (the Company) on a non-judicial paper of **250/- (Rupees two hundred fifty only)** within one month from the commencement of work
22. **Deployment / providing of hired vehicle:** The successful bidder shall deploy vehicles within **30** days of issue of the Letter of Acceptance or submission of Performance Security and additional security amount if any, whichever is later.
23. **Requirement of additional vehicles:** The current requirement is based on the present available work load. However, the number of vehicle(s) may be subsequently increased or reduced depending on the emergent need of the Company. Therefore, the Company reserves the right for requisition of additional similar vehicle(s), as and when required, at the same rates and terms and conditions. All payment will be made on pro-rata basis of actual days of deployment of such additional vehicle(s).
24. **Additional Requirements:** ~~Apart from normal running of school buses, they are also engaged for additional trips for Extra classes, Monthly, Quarterly, Half yearly and Yearly Examination of different schools. The Buses may also be engaged to cater Social Responsibilities of company, whenever required.~~
 - 24.1. All Buses should be equipped with speed governors.
 - 24.2. All the Buses should be equipped with Low step height 320 mm from ground level, convenient for young ones to board in the bus.
 - 24.3. The conductor and Driver should be trained for extra safety.
 - 24.4. Safety guard jalis / net on windows should be provided of suitable design and strength.
 - 24.5. Fire extinguisher and safety kit must be provided.
 - 24.6. Emergency door must be provided.
 - 24.7. All Buses should be equipped with CCTV camera.
25. **Safety Precautions:** **Precautions shall be exercised at all times for protection of persons (including employees and driver) and property. The safety required recommendations by all applicable laws, codes, statutes and regulations shall be observed.**

Tender Inviting Authority
HOD (PMS)
RI-V, CMPDI, Bilaspur

SECTION – IV

GENERAL TERMS AND CONDITIONS (FOR HIRING OF VEHICLE)

1. Definitions

- i) "**Employer**" or "Company" means CMPDI, **Regional Institute.-V** who will employ the contractor represented by the appropriate authority.
- ii) "**Principal Employer**" means the officer nominated by the Company to function on its behalf.
- iii) The word "**Contractor/ Contractors**" 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 authorised 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 contractor, 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 contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the 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 contractor, and the formal contract agreement executed between the company and the contractor 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 contractor'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 Regional Institute – **V**, Bilaspur, CMPDI.
- 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.
- Integrity Pact (if applicable)
- Bill of Quantities/ Schedule of work/ Scope of work.
- Frozen terms & conditions / technical parameters/ revised offer, if any.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (ANNEXURE –A6). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract agreements shall be prepared and signed by both the parties, one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be with the contractor and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be Rs 250.00. All additional copies, if required, should be certified by the Officer-In-Charge.

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

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

3. 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.

4. 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.

5. Banned or Delisted Contractors:

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.

6. 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.

6.1 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 good with regard to the intention of the document or contract as the case may be.

6.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.

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

7. Refund of Security Deposit

5 % Performance Security Deposit should be refunded within 14 days of the completion of hiring period / extended period / date of closure of the contract.

Retention Money should also be refunded within 14 days of the completion of hiring period / extended period / date of closure of the contract.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs.5.00 Lakh subject to the condition that amount of any Bank Guarantee except last one, shall not be less than Rs.5.00 Lakh. However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

8. 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.

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

9.1 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 Earnest Money deposited by him may be forfeited and the Letter of Acceptance of Tender/Work Order may also be rescinded and the contractor be debarred to take part in the subsequent future re-tender.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

9.2 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, proprieties, and quarantine embargoes.

In such situation, the successful bidder/ contractor 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 contractor for non-providence of service.

9.3 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 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.

10.0 **Payment:** The running on account payment may be made once in a month. The contractor has to submit the monthly bill, in duplicate, along with log book (original) of the vehicle to the controlling officer. **The contractor shall upload their invoices in their GSTR-1 for claiming their bill from CMPDI.**

10.1 Payment of on account bill shall be made after certifying by concerned officer, the sum to which the contractor 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 contractor to the company, and further subject to the contractor having given to the no claim certificate by the concerned officer.

10.2 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 contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

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

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

10.3 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.

10.4 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement / Work-order.

11.0 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 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 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.

11.1 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 contractor'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 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.

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

11.2 Suspension of Work

- i) The company shall have power to suspend the work or any part thereof and Company may direct the contractor 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 contractor, or for proper execution of the work for reasons other than any default on part of the contractor, 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 contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

11.3 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 contractor. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the contractor 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 contractor 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 contractor 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 Contractor

If the service provided is unsatisfactory, the company after giving the contractor 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 contractor 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 contractor.

The contractor 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 contractor at his agreement rate, the difference shall not be payable to the contractor.

13. Settlement of Disputes/Arbitration

13.1 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 company, effort shall be made first to settle the disputes at the company level. The contractor 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 contractor 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 (Environemet), RI V, CMPDI, Bilaspur**. 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.

14 (1) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged in non-mining activities minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

(2) **The Contractors shall pay the wages to its workers by Cheque or through Bank.**

15. In addition, within a period of 30 days from the date of issuance of LOI/Work order in case the contract period is more than 30 days and within a period of 7 days in case of contract period is less than 30 days, the contractor will register in the Contract Labour Information Portal (CLIP) of CIL and will enter and periodically update the following details in the portal.

a. The Contract registration details

b. LOI / work Order details

c. The contractor will enter and update contractor worker details and wages payment details in respect of each worker.

All the accounts shall be maintained by the contractor and the company shall have the right of access and inspection of all such books, etc relating to payment of labourer if required.

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