



सीएमपीडीआर्ट
cmpdi
A Mini-Ratna Company

TENDER DOCUMENT

TENDER DOCUMENT

FOR

**RATE CONTRACT FOR PHOTO COPYING/PRINTING
AND BOOK BINDING WORK AT RI- V, CMPDI,
BILASPUR FOR A PERIOD OF ONE YEAR**

CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED

(A Subsidiary of Coal India Limited)

Regional Institute – V

CMPDI Complex, Bilaspur (Chhattisgarh)

[With GST Compliance]

1 Contents

SECTION – I	4
1. NAME OF WORK:	5
2. TIME SCHEDULE OF ACTIVITIES:	5
3. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):	6
4. PRE-BID MEETING:	6
5. CLARIFICATION OF BID:	6
6. USER PORTAL AGREEMENT:	6
7. ELIGIBLE BIDDERS:	6
7.1 REQUIREMENTS OF ANY JOINT VENTURE:	7
8. ELIGIBILITY CRITERIA:	8
8.1 WORK EXPERIENCE :	8
8.2 FINANCIAL-TURNOVER :	11
8.3 PERMANENT ACCOUNT NUMBER (PAN):	11
8.4 GOODS AND SERVICE TAX (NOT APPLICABLE FOR EXEMPTED GOODS/SERVICES):	12
9. SUBMISSION OF BID:	14
9.1 ONLINE REGISTRATION:	14
9.2 USER PORTAL AGREEMENT:	14
9.3 CONFIRMATORY DOCUMENTS:	16
9.4 LETTER OF BID:	18
9.5 PRICE- BID / COVER-II/ PART-II:	17
10. BID SUBMISSION:	18
11. SYSTEM REQUIREMENT:	18
12. AUTO EXTENSION OF CRITICAL DATE:	18
13. OPENING OF BID:	18
14. EVALUATION OF TENDER:	19
15. TENDER CUM REVERSE AUCTION:	21
16. ABNORMALLY HIGH RATE (AHR) & ABNORMALLY LOW RATE (ALR) ITEMS:	20
17. ONE BID PER BIDDER:	20
18. REFUND OF EMD:	20
19. SITE VISIT:	21
20. TAXES AND DUTIES:	21
21. RECOVERY OF ANY CLAIM FROM VENDOR/SUPPLIER:	21
22. COST OF BIDDING:	22
23. TECHNICAL SPECIFICATIONS:	22
24. CURRENCIES OF BID AND PAYMENT:	22
25. COMMENCEMENT OF WORK:	22
26. HANDING OVER OF SITE:	22
27. DEPLOYMENT OF MANPOWER AND MACHINERIES:	22
28. CHANGE IN CONSTITUTION OF THE CONTRACTING AGENCY:	22

29. CANVASSING IN TENDER:-----	23
30. LETTER OF ACCEPTANCE (LOA)/WORK ORDER/AGREEMENT:-----	23
31. BID VALIDITY: -----	24
32. MODIFICATION AND WITHDRAWAL OF BID:-----	24
33. PERFORMANCE SECURITY: -----	24
34. POSTPONEMENT OF SCHEDULED DATE(S):-----	24
35. PUBLIC ENTERPRISES PREFERENCE: -----	24
36. CONTRACT AGREEMENT DOCUMENT(S):-----	25
37. SUB-LETTING OF WORK:-----	25
38. PROHIBITION OF CHILD LABOUR ENGAGEMENT:-----	25
39. COMPLIANCE OF APPLICABLE LABOUR LAWS:-----	25
40. SPLITTING UP OF THE WORK:-----	26
41. SETTLEMENT OF DISPUTES:-----	26
42. SETTLEMENT OF DISPUTES THROUGH ARBITRATION:-----	27
43. LEGAL JURISDICTION:-----	28
44. DRAWING: -----	28
45. PRE-CONTRACT INTEGRITY PACT:-----	28
SECTION – II-----	29
1. ANNEXURE-A1 -----	30
2. ANNEXURE-A2 -----	32
3. ANNEXURE-A3 -----	33
4. ANNEXURE-A4 -----	34
5. ANNEXURE-A5 -----	35
6. ANNEXURE-A6 -----	37
SECTION - III -----	38
1. Scope of work -----	39
2. Special terms and conditions	40
3. Annexure - 1	42
4. Annexure - 2	43



cmpdi

A Mini Ratna
and ISO 9001
Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लि.

कोयल इंडिया लिमिटेड की अनुबंधी कंपनी/भारत सरकार का एक लोक उपक्रम
ध्वेत्रीय संस्थान-5, सीएमपीडीआई 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:U14292JH1975GO1001223

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

ई-मेल / e-mail:rdri5.cmpdi@coalindia.in



Tel:07752-258492-492

Fax: 07752-246481

NIT No.: RV/PMS/Documentation/25/19-20/632

Dated: 06.03.2020

e-TENDER NOTICE

SECTION – I

1. Name of Work:

Tenders are invited on-line on the website <http://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work.

Name of work	Estimated cost (inclusive of GST)	Earnest Money	Completion Period
Rate contract for Photo Copying/Printing and Book Binding work at RI V, CMPDI, Bilaspur for a period of one year.	₹ 3,48,985.00 (Rupees Three Lakh Forty Eight Thousand Nine Hundred Eighty Five only)	₹ 4,400.00 (Rupees Four Thousand Four Hundred only)	365 days

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, Sr. Manager (Excv) 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	
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	Date & Time as mentioned in the website: https://coalindiatenders.nic.in
f.	Last Date for seeking Clarification on-line	
h.	Date of Pre-Bid Meeting (If required)	
i.	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. Bid Security/ Earnest Money Deposit (EMD):

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

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

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

4. Pre-bid Meeting:

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

5. 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.

6. 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.

7. 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: 8** of the NIT.

NOTE:

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

7.1 Requirements of any Joint Venture:

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

- i. Following are the minimum qualification requirements for a joint venture.
 - a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under **Clause No. 8** of the NIT towards fulfillment of qualification criteria related to the experience.
 - b. The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No. 8** of the NIT towards fulfillment of qualification criteria related to financial turn over.
- ii. The formation of Joint Venture or change in the Joint Venture character/ partners after submission of the bid and/ or any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the partners shall be nominated for being in charge of the contract and shall be designated as **Lead Partner**. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii. The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent

~~declaration/ letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.~~

- ~~ix. The bid should be signed by all the partners of the Joint Venture.~~
- ~~x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.~~
- ~~xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.~~
- ~~xii. The Earnest money/ Bid security/ Bank guarantee can be submitted by the JV/one or more partners of the JV.~~
- ~~xiii. The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/ during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/ during bid validity/ after award of work/ during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.~~
- ~~xiv. JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.~~
- ~~xv. JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/ TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.~~

8. Eligibility Criteria:

8.1 Work Experience:

The Intending bidder must have in its name ~~or proportionate share as a member of Joint Venture~~ experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following:-

- i. **Three similar completed works** each costing not less than the amount **equal to 40%** of the estimated cost put to tender.

Or

- ii. **Two similar completed works** each costing not less than the amount **equal to 50%** of the estimated cost put to tender.

Or

- iii. **One similar completed work** costing not less than the amount **equal to 80%** of the estimated cost put to tender.

In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub- contractor will be taken into account, against suitable document, that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to the prime contractor). The document may be issued by the Owner/ Govt. department/Principle employer on behalf of the Owner.

The work experience of only those works shall be considered for evaluation purpose, which are completed

on or before the last day of the month previous to one in which e-Tender has been invited (date should be mentioned). ~~The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as acceptable, if the construction part is completed on last day of eligibility period, even if, maintenance work is going on, and the certificate issued clearly stipulates the same.~~

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of previous completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365 considering 365 days per year). This weightage will be applicable after the end date of experience (date of completion of work) before the last day of month previous to one in which e-tender has been invited.

In case the bidder is not a prime contractor but a sub-contractor, the bidder experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub contract in compliance with the provision of sub contracts in the original contract awarded to a prime contractor. The documents may be issued by owner/ Govt Department on behalf of the owner.

The definition of similar work shall be as follows:

“Photo Copying/Printing and Book Binding work”.

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

- i. Start date & End date of each qualifying experience (similar work).
- ii. Work Order Number / Agreement Number of each experience.
- iii. Name and address of Employer/ Issuing authority for such Work Order for each experience certificate.
- iv. Percentage (%) share of each experience (100% in case of an individual/ Proprietorship firm or a partner in a partnership firm and the actual percentage (%) of share in case of a Joint-Venture/Consortium).
- v. Executed Value of Work against each experience.
- vi. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

NOTE:-

In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV shall be deliberated here in after towards fulfillment of qualification criteria related to the work experience in the following manner: **[Joint Venture, shall be allowed for participation in the bid with estimated cost above ₹ 2.0 Crores only.]**

- a) In case of completion of **single work of similar nature** costing not less than the amount equal to 80% of the estimated cost put to the tender:
 - (i) Any JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to the tender.

OR

- b) In case of completion of **two works of similar nature** each costing not less than the amount equal to 50% of the estimated cost put to the tender:
 - (i) Any one partner of JV can match the above requirement.

OR

(ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to the tender.

OR

e) In case of completion of three works of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender:

(i) Any one partner of JV can match the above requirement.

OR

(ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender.

OR

(iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to the tender.

However, during fulfillment of any of the above criteria one of the partners, who is the **Lead Partner** shall have:

i) More than 50% share in the Joint Venture, and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of the estimated cost put to tender.

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

For work experience, the intending bidder must submit documentary evidence in support of above in the form of:

- i. *Work Completion Certificate* indicating value and period of work,
- ii. In case of sub-contractor suitable document as per provision of eligibility- if applicable.

The Work Order, BOQ and /or TDS may be submitted during clarification, if sought.

Technical evaluation by the System:

- i. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- 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 check the experience with highest value whether it exceeds 80% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- v. 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.

- vi. The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.
- vii. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- viii. 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.

8.2 *Financial-Turnover:*

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

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

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

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii. Membership Number of the CA
- iv. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

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

The intending bidder must submit *Turnover Certificate* from Practicing Chartered Accountant of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

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

8.3 *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 OR the Tax Residency Certificate of the respective country as the case may be.

Technical evaluation by the System:

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

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

The bidder should be either

- i. GST Registered Bidder/ Dealer

OR

- ii. GST unregistered Bidder/ Dealer

Registration:

The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

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

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

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

Composition Scheme:

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

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

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

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:

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

II. Status: GST unregistered bidder/ Dealer:

Document: A Certificate from a practicing Chartered Accountant/CMA/CS with respective 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 Chartered Accountant/CMA/CS having membership number with respective 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 works 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 Works contract at the time of execution of agreement/ before the payment of first running on account bill.]

Technical evaluation by the System of tender and L-1 status:

a) The evaluation of tender shall be done based on cost to company on overall L1 basis. 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 L1 shall be decided based on cost to company ascertained in manner suggested above.

Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable goods/service causing CMPDI liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDI under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also The L1 shall be decided based on cost to company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) cess amount eligible for input tax credit, if any, from the total value including tax arrived as above.

b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.

c) The Tax Invoice raised by the supplier must be in compliance 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, 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) ~~Bill form given at Appendix 12 of Manual for Civil Engineering Works – 2015 (Part I) shall form an annexure (Annexure A8) to the tax invoice raised by the supplier in compliance of relevant GST Acts, rules & notifications made thereunder.~~

e) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of execution of work, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CMPDI could be able to avail Input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.

- f) 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.
- g) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- h) In the event of any additional tax liability accruing on the supplier of goods and / or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

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

- i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- j) ~~E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier. However, the e-way bill will be arranged by CMPDIL if the supplier/Vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)~~
- k) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

8.5 Provident Fund: The contractor shall get himself registered under CMPF/EPF if the same is applicable to them and get the registration number or code number allotted for the specific establishment within reasonable time and submit the same to the employer which are to be obtained before the payment of first on account bill. If CMPF/EPF is not applicable to them they shall have to submit a declaration in the form of an affidavit to this extent.

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

- i. Confirmation regarding possessing of CMPF/EPF Registration Certificate or submission of declaration in the form of Yes / No.

8.6 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 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 is required.

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

If the bidder himself is the DSC holder bidding on-line then no document is required.

However

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.

8.7 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.

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

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.

8.8 *Legal Status of the bidder:*

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

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder.
2. Partnership deed containing name of partners
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
4. Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner.

(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause.)

9. *Submission of Bid:*

9.1 Online Registration:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<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 registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

9.2 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 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 in order to become an eligible bidder. No conditional bid shall be accepted.

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.8** including necessary scanned documents as elaborated there.

Part II / Cover-II:

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

9.3 **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.

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)	<p>Letter of Bid (LoB) on the bidder's letter head, in prescribed format (Annexure- A1).</p> <p>Note: In case of JV the LoB is to be signed by all partners</p>
2	Earnest Money Deposit/Exemption document for EMD (Ref. Clause No. 3 of NIT)	Refer Clause No. 3 of NIT.
3	Work Experience (Ref. Clause No. 8.1 of NIT)	<p>Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.</p> <p>Note: In case of JV, above documents of partner(s).</p>
4	Financial Turnover (Ref. Clause No. 8.2 of NIT)	<p>Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.</p> <p>(In case of JV, turnover certificate for each individual partner of JV).</p>
5	<u>Integrity Pact</u> (Applicable for tendered value of Rs.2.00 Crore & above).	<p><u>Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-A7).</u></p> <p>Note: In case of JV, Integrity Pact shall be signed by all the partners.</p>
6	Authorization for Digital Signature Certificate	<ol style="list-style-type: none"> If the bidder himself is the DSC holder bidding on-line then no document is required. However 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

7	Undertaking	<p>A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (Annexure-A2).</p> <p>Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.</p>
8	Legal Status of the bidder	<p><u>Any one of the following documents:</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner. <p>(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause as under Clause 16 & 16 A of GTC)</p>
9	Permanent Account Number (PAN)	<p>Copy of PAN card issued by Income Tax Department, Govt. of India.</p> <p>(In case of JV/Consortium, PAN Card for each Indian Partner of JV/Consortium and verifiable tax residency certificate of respective country for each foreign partner or JV/ Consortium itself).</p>
10	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 8.4 of NIT)	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST registered Bidder/Dealer - Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>b) Status: GST unregistered bidder / Dealer - Document: A Certificate from a practicing Chartered Accountant/CMA/CS having membership number with respective 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 Chartered Accountant/CMA/CS having membership number with respective Institute confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV]</p>
11	Provident Fund (Ref. Clause No 8.5 of NIT)	CMPF/EPF Registration Certificate issued by CMPF/EPF authorities/ Declaration in the form of affidavit if the same is not applicable
12	Mandate Form for Electronic Fund Transfer.	Confirmation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per Annexure-A3).
<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>		

9.4 *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 his letter head. This document will be signed by the bidder or any authorized person of bidder or a DSC holder, bidding online with authorization from the bidder and 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, which contradicts the content and spirit of the original format of LOB.

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 LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

9.5 *Price- Bid/ Cover-II/ Part-II:*

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

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

- I). GST Registered Bidder
- II) GST Unregistered Bidder.

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

SYSTEM FOR DECISION OF L-1:

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

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

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

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

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

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.

10. Bid Submission:

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in> . No bid shall be accepted off-line unless otherwise specified.

11. System Requirement:

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

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. Opening of Bid:

- i) 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.
- ii) 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.

iii) 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. Evaluation of Tender:

- i) Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.
- ii) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- iii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 07 days (07 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 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 (05 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 07 days x 24 hour & 05 days x 24 hour duration shall be given.
- iv) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- v) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- vi) In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.
- ix) The process as mentioned at Clause no. (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.

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.

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

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

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

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

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

17. 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.

18. Refund of EMD:

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

19. Site Visit:

- i. ~~The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of works where the tendered work is to be carried out and its surrounding, approach road 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.~~

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

20. 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. 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 receiver (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 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 / vendor along with interest, if any.

The rates of minimum wages per day will be paid as and when Chhattisgarh State Government revises the minimum wages. Other rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The Company reserved the right to deduct / withheld 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.

21. 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.

22. 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.

23. Technical Specifications:

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

24. Currencies of Bid and Payment:

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

25. Commencement of Work:

The work should be completed within the stipulated period and the contractor shall commence the work on or before 07 days from the date of issuance of Letter of Acceptance.

26. Handing Over of Site:

~~On completion of the work all rubbish, waste materials, garbage etc. shall be removed by the contractor at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.~~

27. Deployment of Manpower and Machineries:

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

28. 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.

29. 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.

30. 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 only if the ordered value is more than Rs 10,00,000.00 (Rupees Ten Lakhs) in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

31. 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.32](#) (Modification and Withdrawal of Bid) of NIT

32. 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.

33. Security Deposit:

Total security deposit will be **10.00%** of the value of work order, which consists of two parts-

- a. Performance Security to be submitted at the time of award of work, and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest

33.1 Performance Security would be **5.0%** of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of CMPDI, Regional Institute, Bilaspur on any Scheduled Bank payable at its Branch at **Bilaspur**.

The bid security /EMD amount 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.

33.2 Retention Money:

Retention money will be deducted at 5.00% of 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

34. 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.

35. Public Enterprises preference:

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

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:

36. 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.

37. 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.

38. 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.

39. 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. Chhattisgarh. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**

- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc. over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Employees provident fund, 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.

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 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.

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

In first stage dispute shall be referred to the Regional Director RI V, CMPDI. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

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

42. Settlement of Disputes through Arbitration:

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

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

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

Sole Arbitration:

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

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

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

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law

& Justice / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall equally bear the cost of arbitration as intimated by the Arbitrator".

43. Legal Jurisdiction:

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

44. Drawing: Not applicable

45. Pre-Contract Integrity Pact: Not applicable

46. Company has the right to cancel the awarded contract without assigning any reason at any time.

HOD (PMS)
RI V, CMPDI, Bilaspur.

SECTION – II

LETTER OF BID

To,
The Tender Committee,
Central Mine Planning & Design Institute Ltd
Regional Institute - V
CMPDI Complex, Seepat Road
Bilaspur - 495001

Sub: Letter of Bid for Rate contract for Photo copying/printing and book binding work at RI V, CMPDI, Bilaspur for the year 2020-21.

Ref: 1. **NIT No:** RV/PMS/Documentation/25/19-20/632
2. **Tender Id No:** -----

Dated: 06.03.2020

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 (only if the ordered value is more than Rs 10, 00,000.00) and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and RI-V, Central Mine Planning and Design Institute Ltd, 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, 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-A1-1

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

NON JUDICIAL STAMP PAPER OF ₹ 10.00

I/We do hereby authorize M/s/Mr/ Address for online bidding on behalf of me / us for the e-tenders invited by Central Mine Planning & Design Institute Limited, RI-V, Bilaspur on <http://coalindiatenders.gov.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.

Signature & Seal of the NOTARY

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.
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. Our status with regard to GST registration : GST registered/Unregistered/Registered under Composition levy (Strike off whichever is not applicable)
7. 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.
8. * I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

- * I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. * 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)).
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.]

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

Annexure-A3**Mandate Form for ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.****To**

**The Regional Institute No. - V,
CMPDIL, Seepat road, CMPDI Complex,
Bilaspur - 495006.
(Chhattisgarh)**

Sub: Authorisation for release of payment due from CMPDI, RI-V, Bilaspur through Electronic Fund transfer/Internet Banking.

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)

Format for NON-BANNING or DELISTING CERTIFICATE

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

Date:

Signature of the Bidder with seal of the firm

Bank Guarantee Proforma for PERFORMANCE SECURITY / GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

**The Regional Institute No. V,
CMPDIL, Seepat road, CMPDI Complex,
Bilaspur - 495006.
(Chhattisgarh)**

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 forbear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal

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

Dated this _____ day of _____ at _____

~~For and on behalf of the Bank.~~

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

PROFORMA FOR EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

1. Partner.....

- Signature

2. Partner.....

- Signature

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

1. Name Address: - Signature
Occupation:

Signed by on behalf of (Name of Company) in presence of - Signature

1. Name: Address: - Signature

SECTION – III

SCOPE OF WORK

Name of work: Rate contract for Photo copying/printing and book binding work at RI V, CMPDI, Bilaspur for a period of one year.

1. Collection of master copy /soft/hard copy to be photo copied from the concerned department of RI-V, CMPDI, Bilaspur.
2. Delivery of the master copy along with the finished product in the form of book or in the form of sets on the same day or next day as required by the concerned department of RI V, CMPDI, Bilaspur.
3. The cover pages (both front and back) for the book binding will be arranged/provided by RI-V, CMPDI. However printing on both the cover pages will have to be carried out by the contractor.
4. Sorting and making in book form in serial order of pages and preparing a book by placing of cover pages, maps, drawings, etc as required for preparation of book.
5. The following items which are essential for execution of work shall be provided by the contractor.
 - a. A3 and A4 size photo copy papers of good quality (Preferably JK paper / Ballarpur Mills or of their equivalent quality)
 - b. OHP sheets of good quality
 - c. Staple pins of good quality
 - d. Spirals of required size and of good quality
 - e. Colored cello tape of required size and of good quality
 - f. Any other materials required for binding work.
 - g. Spiral binding or staple binding to be done as per requirement of user department
6. Note:
 - a. This contract is being made for conclusion of Rate Contract (where rates are fixed, but quantity is not fixed) for Photo copying and book binding work at RI-V, CMPDI, Bilaspur for a period of one year. Documentation In charge, RI-V, CMPDI, Bilaspur shall provide the required work of various departments as and when required during the validity period of one year of Rate Contract from the date of issuance of Letter of Acceptance/ Work Order and the rates shall be firm and fixed during the period of the rate contract.
 - b. The period of this work order is for one year. It may be further extended to one more year with the approval of competent authority if the performance of the contractor is found satisfactory with mutual consent.

GENERAL TERMS AND CONDITIONS

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.

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

3.0 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.

4.0 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.

5.0 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.

6.0 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:

- Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- 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.
- 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.

7.0 Refund of Security Deposit

5 % Performance Security Deposit should be refunded within 14 days of the completion of contract period

5 % Retention Money deducted from the monthly bills should also be refunded within 14 days of the completion of contract period.

~~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.~~

8.0 Refund of Additional Performance Security

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

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

9.0 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:

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

In such situation, the successful bidder/ 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 monthly bills should be submitted to the Documentation I/c, RI-V, within 15 days of the succeeding month positively. The contractor has to submit the final bill/tax invoice, in triplicate. Payment will be made within 21 days from the date of receipt of the bill. No interest will be paid for delayed payment due to unavoidable reasons. **The contractor shall upload their invoices in their GSTR-1 for claiming their bill from CMPDI if they are registered under GST.**

10.1 Payment of final bill shall be made after certifying by users/ Documentation I/c and Finance, 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 (excluding GST) 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.

11. 0 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.

12.0 Settlement of Disputes/Arbitration

12.1 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.

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

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

12.3 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.

13 (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.

Tender Inviting Authority

HOD (PMS)

RI-V, CMPDI, Bilaspur