



सीएमपीडीआर्स
cmpdi
A Mini-Ratna Company

TENDER DOCUMENT
FOR
RATE CONTRACT FOR HIRING OF BLS/ALS
AMBULANCE FOR A PERIOD OF 3 YEARS

AUGUST-2020

EMS DEPARTMENT
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
REGIONAL INSTITUTE - IV
NAGPUR

SECTION -1

E-TENDER NOTICE



e-TENDER NOTICE

1. Digitally signed and encrypted open e-Tenders are invited on the e-procurement portal of CIL <https://coalindiatenders.nic.in> for the following work:

Description of work	Location	Estimated Value (₹)	Earnest Money (₹)	Period of Completion (in months)
Rate contract for hiring of BLS/ALS Ambulance for Three years at CMPDI, RI-IV, Nagpur.	Nagpur Dist- Nagpur State-MH	Rs, 1,74,300/-, (Estimated value is for rental charges for three years including all expenses, fuel price and taxes)	Rs 2,180/-	36 Months.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD (EMS), CMPDI RI-IV, Jaripatka, Nagpur (MH) 440014 E-mail: abhay.kumar@coalindia.in	Mudassir Helal, Asst Manager (E&M) Phone:- 8983020274

Note:

- i. The age (i.e. from date of first registration) of the deployed vehicles for the contract period will be equal to or less than 3 years from the date of award of work/LOA.
- ii. There is No APPLICATION FEE.
- iii. Ambulance ALS/BLS type shall be made available within 15min of call.
- iv. The price quoted by the bidder shall be valid for the period of **three years** and shall remain firm and 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.
- v. Bidder should bid on trip basis.
- vi. The estimated price is inclusive of all the taxes and fuel price.
- vii. Reimbursement of fuel shall be done on actual running of the vehicles on the basis of above mentioned fuel efficiency and prevailing of Public Sector Fuel Filling Stations like IOC, IBP, BPCL, HPCL etc, subject to production of documentary evidence. GST will be dealt as per prevailing GST rules/ Act.
- viii. Reimbursement of Toll Tax, Entry Tax, Parking expenses shall be done as per actual subject to production of money receipt.
- ix. The bid documents will be available on the e-Procurement Portal of CIL <https://www.coalindiatenders.nic.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored in the central Public Procurement Portal <http://eprocure.gov.in> of Govt. of India.
- x. Details of GST Registration of CMPDIL:

GSTIN of CMPDIL, RI-IV, Nagpur	State-Maharashtra (MH)
	27AAACC7475N1Z4

2. Time Schedule of Tender

SL. No.	Particulars	Date	Time
a.	Tender e-Publication date	Visit https://coalindiatenders.nic.in for details	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Opening of Tender [<i>Cover-I</i> (Technical-bid) and (Price-bid)]		

3. Deposit of EMD:

The bidders have to make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. Payment of EMD by any other means except as mentioned above shall not be acceptable. 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 number before submission of bid. Bidder will be allowed by the system to submit the bid only when the

EMD is successfully received in CMPDIL's account and the information flows from Bank's Server to e-Procurement portal.

The MSEs registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for exemption of EMD on submission of documentary evidence(attested by notary public), issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement

Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

4. Pre-bid Meeting: The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, 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. Seeking Online Clarification by bidder: The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

6. Eligibility Criteria:-

A. Availability of Vehicle: The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format at **Annexure- A2** to deploy required vehicle as per NIT either owned or hired.

Data/ Information to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding acceptance to deploy required vehicle as per NIT either owned or hired.

Technical evaluation by the System:

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

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

Scanned copy of affidavit confirming acceptance to deploy required vehicle as per NIT either owned or hired.

B. Permanent Account Number: The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

Data/ Information to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing PAN

Technical evaluation by the System:

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

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

Scanned copy of PAN card issued by Income Tax department, Govt. of India.

(In case of JV/Consortium, PAN Card for each individual partner of JV/ Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/Consortium itself)

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

C). Goods and Services Tax (Not Applicable for Exempted Goods/Services)

The bidder should be either GST Registered Bidder **(but not under Composition Scheme)**

OR

GST unregistered Bidder

Data/ Information to be furnished by bidder on line:

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

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

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

a) Status: GST registered Bidder (but not under Composition Scheme):

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

b) Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]

Note:

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

If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

7. All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The scanned copy of following documents will be submitted by the bidder on-line while submitting bid under Cover-I (Part-I).

Sl No	Submission of 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 (CONFIRMATORY DOCUMENT)
1.	Letter of Bid	Scanned Copy of Letter of bid as per format given in Annexure-A1 of tender document In case of JV, the above document is to be signed by all partners
2	Authorization for Digital Signature Certificate.	a) If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect. OR b) 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 authority to bid on behalf of the bidder as per format given in Annexure-A3.
3	Undertaking (Ref 6A of NIT & format given in Annexure-A2 of tender document)	Scanned copy of an undertaking in the form of Affidavit on a non-judicial stamp paper of minimum value of Rs.10/- as per the format given in Annexure-A2 of tender document. Affidavit is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded, availability/ deployment of required vehicle and about other commitments. Note: In case of JV, undertaking shall be signed by all the partners.

4	Valid Permanent Account Number (PAN)(Ref 6B of NIT)	Scanned copy of PAN card issued by Income Tax department, Govt. of India. In case of JV/Consortium, PAN Card for each individual partner of JV/Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/Consortium itself
5	Legal Status of the bidder	Scanned copy of any one of the following document : i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder. ii. Partnership deed containing name of partners iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder iv. In case of JV: a. Details of all partners as at 1/2/3 (as applicable) above b. JV agreement as per NIT Performa containing the name of partners and lead partner, power of attorney to the lead partner and share of each partner
6	Integrity Pact (applicable for tendered value above Rs.5.00 Crore) (Ref format given in Annexure-A of tender document)	Duly signed and witnessed Pre-contract Integrity Pact in the prescribed format. Note: In case of JV, Integrity Pact shall be signed by all the partners. (NOT APPLICABLE IN THIS TENDER)
7	Goods and Services Tax <u>(Not Applicable for Exempted Goods/Services)</u>	a) Status: GST registered Bidder <u>(but not under Composition Scheme)</u> : Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India. <u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u> <u>Note:</u> <u>If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</u>
8	EMD Details	Scanned copy of EMD payment (UTR No.) or documentary evidence towards EMD exemption as mentioned at Clause-3 above (as Applicable).
9	Price Bid	Prices only in the Excel format as indicated in the Bid document.
Note: Only one file in .pdf format (for Sl. No. 1 to 9) and only one file in .xls format (for Sl. No. 10) 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.		

8. **Submission of Bid:**

All the bids are to be submitted online and on the e-Procurement Portal of CIL <https://www.coalindiatenders.nic.in>. No bid shall be accepted offline.

c. The bidder should strictly comply with following instructions : The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in the link cover-I.

Cover-I:

Contractors bid (letter of Bid)

Details of Earnest Money

Information on Eligibility/Qualifying criteria as detailed at Clause No.6 & 7 including necessary scanned documents as elaborated there.

Price Bid only in the Excel format as indicated in the Bid document.

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. The bidder is one whose name will appear as bidder in the e-Procurement Portal.**

b. The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

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

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

d. 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 by the bidder while submitting the bid online.

e. Price Bid (Part-II):

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 / any item(s) on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-I. The Price-bid will be in Item Wise Rate format and the bidder will have to quote for all / any item(s) and the L-1 will be decided Item wise 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.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

The system will compute the amount of GST and State Compensation Cess, if applicable as per predefined logic in the BOQ sheet.

The L-1 will be decided Item-Wise based on cost to the Company.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate GST Status from the following table given below

Bidder Status- GST Unregistered Bidder (Body Corporate)

Type of Vehicle	ITC Available to CMPDI	Status of bidder W.R.T GST Registration	% of GST to be paid by bidder	% of GST to be paid by CMPDI
LMV (Rent-A-Cab)	Not Available	GST Unregistered Bidder	0	0
Shift Bus for Transportation of employees (14 seats and above incl. driver)	Available			
School Bus (14 seats and above incl. driver)	Not Available			
Goods Carrier	Available		0	5
Ambulance		Exempted from GST		

2. Bidder Status- GST Unregistered Bidder (Other Than Body Corporate)

Type of Vehicle	ITC Available to CMPDI	Status of bidder W.R.T GST Registration	% of GST to be paid by bidder	% of GST to be paid by CMPDI
LMV (Rent-A-Cab)	Not Available	GST Unregistered Bidder	0	5
Goods Carrier	Available			
Shift Bus for Transportation of employees (14 seats and above incl. driver)	Available			

School Bus (14-seats and above incl. driver)	Not Available			
Ambulance	Exempted from GST			

3. Bidder Status- GST Registered Bidder (Body Corporate)

Type of Vehicle	ITC Available to CMPDI	Status of bidder W.R.T GST Registration	% of GST to be paid by bidder	% of GST to be paid by CMPDI
LMV (Rent-A-Cab)	Not Available	Registered bidder not availing ITC	5	0
Goods Carrier	Available	Registered bidder	0	5
Shift Bus for Transportation of employees (14-seats and above incl. driver)	Available	Registered bidder not availing ITC	5	0
		Registered bidder availing ITC	12	0
School Bus (14-seats and above incl. driver)	Not Available	Registered bidder not availing ITC	5	0
Ambulance	Exempted from GST			

4. Bidder Status- GST Registered Bidder (Other Than Body Corporate)

Type of Vehicle	ITC Available to CMPDI	Status of bidder W.R.T GST Registration	% of GST to be paid by bidder	% of GST to be paid by CMPDI
LMV (Rent-A-Cab)	Not Available	Registered bidder not availing ITC	0	5
Goods Carrier	Available	Registered bidder	0	5
Shift Bus for Transportation of employees (14-seats and above incl. driver)	Available	Registered bidder not availing ITC	0	5
		Registered bidder availing ITC	12	0
School Bus (14-seats and above incl. driver)	Not Available	Registered bidder not availing ITC	0	5
Ambulance	Exempted from GST			

NB:- GST shall be paid as per the applicable rate on the total value of rental charge and cost of fuel to be reimbursed to the service provider at the time of billing.

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

Decision about L-1 :

The L-1 will be decided based on “COST TO COMPANY” in the following manner:

(i). If Input Tax Credit is Available to CMPDI:

COST TO COMPANY = Quoted Price of Bidder excluding GST and State Compensation Cess(If applicable).

(ii). If Input Tax Credit is Not Available to CMPDI:

COST TO COMPANY = Quoted Price of Bidder excluding GST and State Compensation Cess (+) Amount of GST (+) State Compensation Cess(If applicable).

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

***Applicable for GST registered Body Corporate**

When the desired service is hiring of passenger vehicles:

The payment of GST and GST Compensation Cess by service availer (i.e. CMPDI) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

If CMPDI 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 CMPDI 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.

****Applicable for GST Unregistered bidder-Other than Body Corporate or GST registered bidder not availing ITC -Other than Body Corporate**

In case the bidder is GST Unregistered bidder -Other than Body Corporate or GST registered bidder not availing ITC-Other than Body Corporate, the payment of GST&GST Compensation Cess shall be made to the government authorities by service availer i.e. CMPDI under Reverse Charge Mechanism.

*****Applicable for both GST registered and GST unregistered bidder:**

When the desired service is hiring of goods carrier

The payment of GST&GST Compensation Cess shall be made to the government authorities by service availer i.e. CMPDI under Reverse Charge Mechanism.

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

9. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CMPDI shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Opening of Bid:

- i) If the number of bids received online is less than three on the end date of bid submission then the bid submission end date, and bid opening date [**Cover-I** (Technical-bid)&(Price Bid)] will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days. In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 13. If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.
- ii) Tender [**Cover-I** (Technical-bid) and (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.
- iii) The e-Procurement system will evaluate the Technical bids (GTE) automatically on the basis of relevant data provided by the bidder in an objective and structured manner while submitting the bid online. If the parameter furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the tender document, the bid will be rejected.
- iv) All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of bid (Cover-I). After decryption and opening of bid (Cover-I) the "bid opening summary" will be uploaded on the same day.

11. Evaluation of Tender:

- i) After opening of bid, the documents submitted by the L-1 bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents. 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.
- ii) In case the Tender Committee finds that there is some deficiency in uploaded documents or in case corresponding document have not been uploaded by the L-1 bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard 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 required 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(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them within the specified period of 7 days. No further clarification shall be sought from Bidder.
- iii) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- iv) The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are 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(s) submit(s) requisite documents online as per NIT, then the L-1 bidder(s) will be considered eligible for award of work subject to reasonability of rate quoted by the bidder.
- vi) Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- vii) 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 wrong 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.**
- viii) In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- ix) In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. i to viii above.
- x) The process as mentioned at Cl. ix shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- xi) In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- xii) Procurement from Micro and Small Enterprises (MSEs) (Applicable for Service Tenders) (Limited to 2 Crore for Chapter 3 of CMM-for transportation of coal/sand/ wagon loading/loading of coal by pay loader in tippers/trucks etc.)
- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in, till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
 - In case of proprietary MSE, proprietor(s) shall be SC /ST
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise -Enterprise where the investment in equipment does not exceed Rupees Ten Lakhs.
- b. Small Enterprise- Enterprise where the investment in equipment is more than Rupees Ten Lakhs but does not exceed Rupees Two crores.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

12. 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.

13. 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 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:

If the request of withdrawal is received after opening of bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDI 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 the above clause will be enforced from the date of issue of such order.

If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one(1) year from participating in tenders in CMPDI.

14. Tender Status: It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

15. **Refund of EMD:** 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).
 - a. 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.
 - b. 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.
 - c. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
 - d. 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.
 - e. The Earnest Money/Bid Security deposited of successful bidder (on award of contract) is to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.
16. 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.
17. This Tender Notice shall be deemed to be part of the Contract Agreement.
18. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
19. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

Tender Inviting Authority

HOD(EMS), RI-IV

SECTION – II

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The CMPDI, RI-IV, Nagpur (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all/any of the item(s) mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion Period specified in the Bid document/ Notice.

2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 3.
- 2.2 Joint Venture/ Consortium: **Two or three companies/ contractors** may jointly undertake contract/ contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture / Consortium details:

Name of all partners of a Joint Venture / Consortium (not more than 3):

- 1.Lead partner
- 2.Partner
- 3.Partner

Joint Venture /Consortium must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources(of the relevant period) and the equipment/ fleet strength of the individual partners of the JV / CONSORTIUM will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium 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 any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, 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 bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium 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 several) in respect of each and all of the firms in the Joint Venture/Consortium. Such JV / Consortium 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 as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

- vii) The JV / Consortium 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 /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole 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 that Bid.
- xii) The earnest money / bids security can be submitted by the Joint Venture /Consortium or one or more partners of the Joint Venture /Consortium.
- xiii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.
- xiv) If JV/ Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
- xv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xvi) JV/ Consortium shall open a Bank Account in the name of JV/ Consortium and all payments due to the JV/ Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV/ Consortium before making any payment.
- xvii) The JV agreement is to be done as per the format given in the Bid document.

- 2.3 The bidders shall have 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.
- 2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, 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.
- 2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in "Hiring of Equipment" / "Transport" contract for part work / piece rated work.

3. QUALIFICATION OF THE BIDDER

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point 6 & 7 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be

disqualified if they have:

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture /Consortium or a Public Ltd./ Private Ltd. company. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 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.

6. SITE VISIT

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

6.2. 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 actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3. It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in below.

- i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract(General Terms & Conditions, Special Terms and conditions and safety norms etc.), iv) Integrity Pact, v) Various Forms of Securities, Affidavits, form of Article of Agreement, vi) Bill of Quantities, vii) e-Tender User Portal Agreement. viii)Letter of Bid (ix) addenda, if any, issued in accordance with clause 9.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be up to 7 (seven) days before the last date of submission of bid and the last date of giving clarification by the user department online will be up to 2 (two) days before the last date of submission of bid. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the Bidders intending to participate in bid.

9. AMENDMENT OF BIDDING DOCUMENTS (be deleted for normal hiring works and all Transport works. Applicable for only specialized tenders and High value hiring works exceeding Rs.500 Crores.)

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below

10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language.

11. BID PRICES

11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 8(f) e-tender notice.

11.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

*Applicable for GST registered Body Corporate

When the desired service is hiring of passenger vehicles:

The payment of GST and GST Compensation Cess by service availer (i.e. CMPDI) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

If CMPDI 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 CMPDI 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.

**Applicable for GST Unregistered bidder-Other than Body Corporate or GST registered bidder not availing ITC -Other than Body Corporate

In case the bidder is GST Unregistered bidder -Other than Body Corporate or GST registered bidder not availing ITC-Other than Body Corporate, the payment of GST&GST Compensation Cess shall be made to the government authorities by service availer i.e. CMPDI under Reverse Charge Mechanism.

*****Applicable for both GST registered and GST unregistered bidder:**

When the desired service is hiring of goods carrier

The payment of GST&GST Compensation Cess shall be made to the government authorities by service availer i.e. CMPDI under Reverse Charge Mechanism.

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

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

13.1 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.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be 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 but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURITY/ EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Cl.3 of e-tender notice.

14.2 Any Bid not accompanied by an acceptable Bid Security/ /EMD shall be rejected by the employer as non-responsive.

14.3 EMD of rejected bidders will be refunded at any stage directly to the Account from where it had been received (except the bidders whose EMD is to be forfeited). Refund of EMD will be made by an automatic process triggered by the online rejection of bids by the system/evaluator.

14.4 The bid security/EMD, (submitted through Net-banking or NEFT/RTGS) of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

15 DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids shall be submitted on line on the e-procurement portal of CIL<https://coalindiatenders.nic.in>within the date and time specified in the e-tender notice.
- 15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16 SIGNING AND SUBMISSION OF BID

- 16.1 The contractors bid(Letter of Bid) will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid 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 bid.

- 16.2 Submission of bid shall be as detailed at clause 8 of e-tender notice.

17 MODIFICATION AND WITHDRAWAL OF BIDS

Modification and withdrawal of bid shall be guided by clause 13 of e-tender Notice.

18 BID OPENING

- 18.1 All bids are to be submitted on line only at the e-procurement portal of CIL<https://coalindiatenders.nic.in>.
- 18.2 The Employer will open the bid in the manner as specified under clause.10 of e-tender notice.

19 CLARIFICATION OF BIDS

- 19.1 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard 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 required 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(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder./s.
- 19.2 No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20 EVALUATION AND COMPARISON OF BIDS

- 20.1 Evaluation and comparison of Price Bids will be done by System on-line. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder.
- 20.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of 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 schedule proposed.

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

Such 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 (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDI for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

Such 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.

20.3 Bid evaluation shall be done slice-wise, 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.

21 AWARD CRITERIA

21.1 Subject to Clause 22, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- eligible in accordance with the provisions of Clause 2; and
- Qualified in accordance with the provisions of Clause 3.

22 EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

23 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

23.2 The notification of award will constitute the formation of the Contract.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and / or Work Order issued by department. In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

23.4 In the bidding process, the cause of rejection of bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

23.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/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 and one additional copy will be supplied to the contractor free of cost and the original is to be

retained by the company. For any additional copy, additional cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

24. SECURITY DEPOSIT

24.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest.

24.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the format given as per Annexure- A5 of the bid document from any scheduled Bank. The BG issued by outstation bank shall be operative at its local branch at Nagpur.
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of **Regional Director CMPDI RI-IV** on any Scheduled Bank payable at its Branch at **Nagpur**.

The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at Bidder's choice.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

(a) at Bidder's option by a Scheduled Bank

or

(b) by a foreign bank located in India and acceptable to the employer.

c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDI for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

24.3 Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Engineer-in-charge).

For details refer cl. 4 of Conditions of Contract (General terms and Conditions).

25. EMPLOYMENT OF LABOUR

~~25.1 The contractor/ contractors shall not pay less than the minimum wages of skilled worker for driver and of semi-skilled worker for khalasi/helper/conductor engaged by him/them as per minimum wage circulated by Ministry of Labour & Employment, Govt. of India.~~

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

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

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

~~Bonus is to be paid to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act 1965.~~

~~The attendance of all the driver/conductor engaged by contractors' is to be marked through Biometric Attendance System only. In case of breakdown of Biometric Attendance System, attendance of all the driver/conductor engaged by contractors is to be marked as per directive of Engineer in charge.~~

~~**Deployment of Driver: Nos of Drivers/(Helper/Khalasi/Conductor) to be deployed shall be as follows:**~~

Sl- No	Hours of Engagement of vehicle per day	No. of Shift operation per day	Deployment of Driver	Deployment of (Helper/Khalasi/ Conductor)
4	12 Hrs	General Shift (including staggered rest)	1 (one)	1 (one)

~~25.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.~~

~~25.3 The contractor's workmen shall be paid through Bank only.~~

~~25.4 The contractor shall directly pay the ex gratia amount of Rs 15.00 lakhs to the same dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statuary benefits under Employee Compensation Act, Provident Fund etc have been paid, as per the terms of contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiaries.~~

~~In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs15.0 lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ ex-gratia amount shall lie exclusively with the Contractor. If the contractor fails to disburse the special Relief/ Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein~~

above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries/CIL

26. LEGAL JURISDICTION

26.1 Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Nagpur Court only.

27. E-PAYMENT

27.1 The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code at the time of execution of agreement. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them.

28. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING RS. 5 CRORES)

28.1 Bidders are required to submit the pre-contract integrity pact duly signed & witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

29. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY.

29.1 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.

30. MISCELLANEOUS.

30.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

30.2 Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous.

30.3 The site for work may be made available in parts.

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

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

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

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

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

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

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

→ Bidder Registration, Password and Security:

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

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

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

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

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

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your

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

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

→ **Modification of software**

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

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

→ **System Requirements**

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

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

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

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

→ **Bid Submission Acknowledgement**

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

available to the **Tender Inviting Authority** for processing.

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

➔ **Upload files**

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

➔ **User Conduct**

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

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

➔ **Amendments to a tender published:**

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

➔ **Special Admonitions For International Use:**

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

➔ **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CMPDI has no control over such sites and resources, you acknowledge and agree that the CMPDI is not

responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CMPDI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

→ **Miscellaneous**

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

→ **Governing Law**

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

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

→ **Modification of terms of Agreement**

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

→ **Policy and Security**

General Policy

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

Information Collected:

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

to process your transaction.

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

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

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

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

Use of Cookies

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

Security

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

CONDITIONS OF THE CONTRACT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- (a)** The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means CMPDI, Regional Institute.-IV, Nagpur who will employ the contractor represented by the appropriate authority.
- (b)** The word "Principal Employer" wherever occurs, means authorized representative or any other officer specially deputed by the Company for the purpose.
- (c)** The word "Contractor"/ "Contractors" wherever occurs means the successful Bidder/ Bidders who has/ have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of the 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.
- (d)** The "Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- (e)** "Accepting authority" shall mean the management of the company and includes an authorised person/officer of the company or any other person or body of persons empowered in this behalf by the company.
- (f) Definition of "Trip"**
 - i. A "Trip" shall mean picking up a "Patient" from his/her resident and admitting/Dropping him/her in Hospital where he/she is finally admitted.
 - ii. If in case a patient is already admitted in one hospital to be shifted to some other Hospital, the 'Trip' will be counted from the first Hospital from where the patient is picked up to the Hospital where patient is finally admitted. If the final Hospital and initial hospital is same, i.e. A patient is picked from Hospital "A" (say) goes to Hospital "X", Hospital "Y"... and so on but doesn't get admission in any other Hospital and finally decides to go back to Hospital "A". The trip will be counted as the total distance covered by Ambulance from Hospital "A".
 - iii. If in case a Patient doesn't get admission in any Hospital and He/She decides to come back to his/her resident. The 'Trip' shall be counted as total distance covered by the ambulance after picking up the patient till the patient is dropped to the point of picking.
 - iv. Payment of trip shall be made for the total distance covered after picking up and dropping of patient as per the applicable rates.
 - v. A trip shall be limited to a total distance of 15KM. Company shall make payment for a trip up to 15 KM only. Any excess charges shall be paid by or recovered from the Person concerned.
- (g) Definition of "Patient"**
An Employee of CMPDI RI-IV or his dependents residing in Nagpur will be considered as "Patient" only if He/She (or his/her dependents) requires

hospitalization. A person visiting hospital for any purpose except getting hospitalized will not be considered as "Patient".

- (h) HOD(EMS) shall be Engineer-in-charge/Designated Officer-in-charge of this contract and will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person and notify to the contractor who is directly responsible for the supervising the work being executed at the site, on his behalf under the Delegation of Powers of company. However, overall responsibility as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- (i) The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amount, schedule of work.
- (j) The "Works" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge/Designated Officer-in-charge, become necessary during the progress of the works.
- (k) "Schedule of Rates" referred to in these conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.
- (l) "Contract Price" shall mean
 - in the case of lump sum contracts, the total sum for which the tender is accepted by the company.
 - In case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various item shown in the Bill of quantities of the tender documents as accepted by the company with or without any alteration as the case may be.
- (m) "Written notice" shall mean a notice or the communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- (i) Articles of Agreements,
- (ii) Notice Inviting Tender and Instructions to tenderers,
- (iii) Letter of Acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/ Tender document issued to the bidder,
- (iv) Conditions of contract including general terms and conditions, special terms and conditions, special conditions, if any etc. forming part of Agreement,
- (v) Scope of works/ Bills of quantities and
- (vi) Finalized work programmed.
- (vii) Integrity Pact (applicable for contracts above Rs. 500 lakhs)
- (viii) Guidelines for Banning of Business
- (ix) Any other document if required

(a) After acceptance of tender and on execution of contract/issue of work order to proceed with the work as the case may be, the contractor shall be furnished, free of charge, two

copies of contract documents (certified true copies) . 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 Engineer-in-charge/Designated Officer-in-charge, his representatives or any other officials authorized by company for the purpose.

- (b) None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- 3.1 In the event varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or 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 particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
 - b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. SECURITY DEPOSIT:

- 4.1 Security Deposit shall consist of Performance Security to be submitted at award of work. The security deposit shall bear no interest.
- 4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:
 - A Bank Guarantee in the format given as per Annexure-A5 of the bid document from any scheduled Bank. BG issued by outstation bank shall be operative at its local branch at Nagpur.

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of Regional Director, RI-IV. on any Scheduled Bank payable at its Branch at Nagpur.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

The Earnest Money/Bid Security deposited to be returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

The validity of the Bank Guarantee if submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank or
- (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDI for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

4.4 Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Engineer-in-charge)

4.5 Additional Performance Security:

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 (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDI for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

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

The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

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

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

The number of LMV/Vehicle/Goods Carrier etc in the contract may vary \pm 30% with the approval of competent as a cushion to cover eventualities arising on the basis of requisition for which the contractor shall have no additional claim.

- 5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/ rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which
- c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a revised work order for the item/items involved is issued. Such alterations with consent of the contractor shall need appropriate approval, as below:

- a) Additional quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.
- b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, additional quantity beyond 10 % and upto 30% of original awarded value may be awarded with the approval of Competent Authority.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge. The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security/ security deposit shall be extended in pursuant to Clause Nos. 4.3 & 4.4 taking into consideration the period of extension.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the

dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation/re-allocation of the quantities.

- a) Quantity upto 10 % of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.(TO BE DEALT AS PER DoP)
- b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc, quantity beyond 10 % and upto 30 % of original awarded value may be done with the approval as per DoP.

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the Bid of the contract is concluded, the Engineer-in-charge/Designated Officer-in-charge and the contractor shall agree upon time the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the submission of **Performance Security and Additional Performance Security, if any or handing over the site** whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after submission of performance security prior to the date as prescribed above.

6.1 If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDI for a period of minimum 1 (one) year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

For vehicles hired on per day basis:

- i) Any absenteeism of vehicle OR driver or both with the permission of the user of the vehicle, and without any substitute vehicle, penalty clause No-8 of Special Terms and Conditions shall be applicable.
- ii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value. The penalties so deducted shall not be refunded.

6.3 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate Engineer-in-charge/Designated Officer-in-charge in writing immediately:

- a. abnormally bad weather
- b. serious loss or damage by fire

- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

"Hindrance Register" should be maintained for recording the hindrances.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge/Designated Officer -in-charge.

6.4 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 Company or both. The extension will have to be by party's agreement, expressed or implied.

The extension of time shall be granted with the approval of Accepting Authority of the tender.

In case the Contractor does not apply for grant of extension of time within 30 (thirty) days before the stipulated date of completion of contract and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge with the approval of Competent Authority as mentioned above can issue extension of time even in the absence of application from the Contractor. Such extension of time is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy penalty on account of shortfall quantity under clause 6.2 of condition of contract.

6.5(a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

6.6 Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of contractor) at same terms and conditions.

7. QUALITY ASSURANCE:

The contractor shall carry out and the complete the work in every respect in accordance with the contract and shall ensure that work conforms strictly to the instructions of the Engineer-in-charge/Designated Officer-in-charge. The Engineer-in-charge/Designated Officer-in-charge may issue from time to time further detail instructions/ directions in writing to the contractor. All such instructions/ directions shall be consistent with the contract documents and should be reasonably inferable there from along with clarifications/ explanations thereof, if necessary.

8. PAYMENT:

Paying Authority :- HOD(Fin), RI-IV, Nagpur.

Payment on Account – **Payment shall be made for actual no's of Trips made during the contract period.** The contractor shall submit bill after completion of every 'Trip'. The total distance covered during the 'Trip' shall be mentioned in the bill. Payment will be made within 21 days from the date of receipt of the bill with all relevant papers. No interest will be paid for delayed payment due to unavoidable reasons.

The contractor shall submit bill after completion of trip mentioning the total distance covered. This bill shall be verified by the Employee availing ambulance service. The payment will be made as specified in special terms and conditions. The contractor can also raise bill at the end of every month for total trips made during that particular month. The Engineer-in-charge/Designated Officer-in-charge shall then arrange for verification of the bill with reference to the entries made in the log book or any other records relevant for the purpose.

Payment On account shall be made on the Engineer-in-charge/Designated Officer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

Any certificate given by the Engineer-in-charge/Designated Officer-in-charge for the purpose of payment of interim bill/bills shall not by itself be conclusive evidence that any work/ materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge/Designated Officer-in-charge by any subsequent certificate or by the final certificate.

The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the 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 overpayment on demand.

2% of the gross amount of each bill with surcharge applicable will be recovered on account of income tax which would be paid to the Income Tax Authority as per rules.

The bills of contractor shall be accompanied by an attested copy of wages sheet

- a)** with certificate given on the wages sheet by authorized officials witnessing the payment of wages to laborers/workmen engaged by the contractor for the subject work to the effect that the payment indicated in the prescribed column of the wages sheet has been disbursed to the laborers/workmen in their presence.

- b)** Payment to the contractor shall be released against the bill by the HOD(Fin), RI-IV, Nagpur after verifying the above documents as per execution of work.
- c)** Where the supplier of the aforesaid services is unregistered, CMPDI would be liable to pay GST under reverse charge mechanism. CMPDI in order to pay the GST under RCM at the prescribed lower rate of 5% the supplier has to give a certificate to the extent that it has not availed Input Tax Credit charged on Goods and Services used in supplying the Services of Renting of Motor cab.

9. TERMINATION, SUSPENSION, CANCELLATION & FORE CLOSURE 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/terminate the contract in full or in part, if the contractor

- a)** makes default in proceeding with works with due diligence and continues to do so even after a notice in writing from Engineer-in-charge/Designated Officer-in-charge, then on the expiry of the period as specified in the notice
or
- b)** fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months within any continuous period of 18(eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

Note: - In such cases the contractor may be Banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract.

or

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

- d)** fails to complete the work or item of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in -charge in a notice in writing
or

- e)** 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 the company
or

- f)** obtains a contract with the company as result of ring tendering or other non-bonafide method of competitive tendering or
- g)** transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge/Designated Officer-in-charge. The Engineer-in-

charge/Designated Officer-in-charge may by giving a written notice, cancel/terminate the whole contract or portion of it in default. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances:

- a.** If the contractor being an individual in the case of proprietary concern or in the case of 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 contractor being a company, its affairs are under liquidation either by resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the 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 days.
- d.** On the death of the contractor being a proprietary concern or 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.

9.2. On cancellation of the contract or on termination of the contractor, the Engineer-in-charge/Designated Officer-in-charge shall have powers

- a.** To carry out the incomplete work by any means at the risk of the contractor.
- b.** To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payment made till date and value of contractor's materials, plant, equipment, etc. taken possession of after cancellation.
- c.** To recover the amount determined as above, if any, from any money due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

The contractor whose contract is cancelled/terminated shall not be allowed to participate in future bidding for period of minimum one year.

9.3. Suspension of work – The company shall have power to suspend the progress of the work, any part thereof and the Engineer-in-charge/Designated Officer-in-charge 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 the part of the contractor, or on ground of the safety of the work or part thereof. In the event of

suspension for reason 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.

9.4. 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, through its Engineer-in-charge/Designated Officer-in-charge, 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 Engineer-in-charge/Designated Officer-in-charge, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable Engineer-in-charge/Designated Officer-in-charge 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.

9.5. 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 cancellation or 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 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% of the contract value.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, 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 or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable."

10. COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the contractor to the Engineer-in-charge/Designated Officer-in-charge, Completion Certificate shall be issued by the Engineer-in-charge/Designated Officer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserves the right to let the other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

- ii. The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge/Designated Officer-in-charge shall have the right to ask the contractor/contractors to remove from the worksite any man of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of the persons (including employees) and property. The safety required recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar law in force, and shall indemnify the company against any claim on this account.
- iv. The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provision of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Government of India.
- v. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/their work.
- vi. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge/Designated Officer-in-charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place.
- vii. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.
- viii. The contractor/contractors shall furnish to the Engineer-in-charge/Designated Officer-in-charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable.

*Applicable for GST registered Body Corporate

When the desired service is hiring of passenger vehicles:

The payment of GST and GST Compensation Cess by service aviler (i.e. CMPDI) 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 there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

If CMPDI 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 CMPDI 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.

**Applicable for GST Unregistered bidder-Other than Body Corporate or GST registered bidder not availing ITC -Other than Body Corporate

In case the bidder is GST Unregistered bidder- Other than Body Corporate or GST registered bidder not availng ITC-Other than Body Corporate, the payment of GST&GST Compensation Cess shall be made to the government authorities by service aviler i.e. CMPDI under Reverse Charge Mechanism.

pplicable for both GST registered and GST unregistered bidder***:

When the desired service is hiring of goods carrier

The payment of GST&GST Compensation Cess shall be made to the government authorities by service aviler i.e. CMPDI under Reverse Charge Mechanism.

- ix. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/ or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
- x. The company reserves the right to deduct/withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- xi. In case of increase in the Tax Deduction at source, the Contractor shall be entitled to be reimbursed to the extent of amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf but limited to the actuals paid by the contractor.

- xii. In case of any decrease or remission on the rate of Tax Deductions at source, the company shall be entitled to the amount consequent on decrease/ remission of Sales Tax. The Company shall be entitled to recover such amount from the amount due to the Contractor.
- xiii. The Company reserves the right to deduct/ withhold any amount towards taxes/statutory levies, as may be required under the Statute or in terms of direction from any Authority from the amount as directed with the appropriate Authority and the Company shall only provide with certificate towards deduction and shall not be responsible for any reason whatsoever.
- xiv. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract to the entire satisfaction of the company.
- xv. The work shall not be sublet to any other party, unless approved by Engineer-in-charge/Designated Officer-in-charge in writing.
- xvi. ~~The contractor/ contractors shall not pay less than the minimum wages of skilled worker for driver and of semi-skilled worker for khalasi/helper/conductor engaged by him/them as per minimum wage circulated by Ministry of Labour & Employment, Govt. of India.~~

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

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

~~Contractor / contractors shall have to pay Bonus to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act 1965.~~

~~The attendance of all the employees/workers engaged by contractors' is to be marked through Biometric Attendance System only. In case of breakdown of Biometric Attendance System, attendance of all the driver/conductor engaged by contractors' is to be marked as per directive of Engineer in charge.~~

~~Deployment of Driver: Nos of Drivers/ (Helper/Khalasi/Conductor) to be deployed shall be as follows:~~

Sl No	Hours of Engagement of vehicle per day	No. of Shift operation per day	Deployment of Driver	Deployment of (Helper/Khalasi/Conductor)
1	12 Hrs	General Shift (including staggered rest)	1 (one)	1 (one)

~~In addition, within a period of 30 days from the date of issuance of LOI/ Work order in case the contract period is more than 30 days and within a period of 7 days in case the contract period is less than 30 days, the contractor will register in the Contract Labour~~

~~Payment Management Portal (CLPMP) of CIL and will enter & periodically update the following details in the portal:~~

1. ~~The contractor registration details~~
2. ~~LOI/ Work Order details~~

~~The contractor will enter and update contractor workers details and wages payment details in respect of each work order.~~

xvii. ~~Contractor/ contractors shall not pay less than the minimum wages of skilled worker for driver and of semi-skilled worker for khalasi/helper/conductor engaged by him/them as per minimum wage circulated by Ministry of Labour & Employment, Govt. of India. The contractor/contractors shall make necessary payments of the Provident Fund for the workman employed by him/them for the work as per the laws prevailing under provisions of CMPF and Allied Scheme or Miscellaneous Provisions Act 1948 or Employees Provident Fund Act and Miscellaneous Provisions Act 1952 as the case may be. Bonus is to be paid to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act.~~

~~The attendance of drivers and conductors engaged by contractors' is to be marked through Biometric Attendance System only and in case of breakdown of Biometric Attendance System, attendance of drivers and conductors engaged by contractors' is to be done as per directive of Engineer-in-charge.~~

xviii. All accounts shall be maintained in English and the company shall have the right to access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xix. Insurance – The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reason whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/ damage to the work so that on completion, the work shall be in good order and condition in conformity with the requirements of the contract and the instructions of the Engineer-in-charge/Designated Officer-in-charge, if any :

- a) The contractor shall at all time during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b) The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- c) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

d) The contractor shall directly pay the ex-gratia amount of Rs 15.00 lakhs to the same dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statuary benefits under Employee Compensation Act, Provident Fund etc have been paid, as per the terms of contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs 15.0 lakhs in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ ex-gratia amount shall lie exclusively with the Contractor.

If the contractor fails to disburse the special Relief/ Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries/CIL

12. SETTLEMENT OF DISPUTES:

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

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

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

In first stage dispute shall be referred to Regional Director, RI-IV. If difference still persists 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 resolve 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).

12A. 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 13.

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.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm / Joint Venture/ Consortium:

The Partnership firm /Joint Venture/ Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

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

SPECIAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

Scope of Work:- "Rate contract for hiring of Ambulance ALS/BLS for a period of Three years" at CMPDI RI-IV, Nagpur. Rate contract will be based on as and when required basis. The contractor will have to make the Ambulance available within 15min of call, during any time of the day. The other terms and conditions shall be as under:-

1. Validity of Contract:

This rate contract will be for Three (3) years starting from the date of award of work order.

2. Engagement:

Ambulance service should be made available during any time of day within 15 min of call.

3. Log Book:

Proper Log book shall be maintained by the driver regarding odometer readings, in & out time, mileage, diesel issue etc. duly counter signed by the controlling authority / user (as authorized by Engineer in charge). The Log Book has to be maintained for each Trip.

4. Penalty:

In case the contractor fails to provide the Ambulance on time for a particular period/s, he/they will not get the hiring charges for that period and additionally an equivalent amount will be deducted as liquidated damage from his bill for the period of absence from duties.

OR

In the event of the contractor failing to provide the Ambulance on time and CMPDI going in for hiring of another Ambulance from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expense incurred by the department is less, the difference shall not be paid to the contractor. **This will be in addition to liquidated damage deducted indicated as above.**

If CMPDI suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the Ambulance of the contractor, the value of the same as assessed by the company, shall be recovered from the contractors bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.

5. Compensation, in case of accident:

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

6.Compliance with statutory provisions:

The contractor shall familiarise himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central Govt. /RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to contractor, or other related documents, the contractor shall provide it to the Company in reasonable time.

7. Payments:

- 7.1. **Payment shall be made for actual no's of Trips made during the contract period.**
- 7.2. The contractor shall submit bill after completion of every 'Trip'. The total distance covered during the 'Trip' shall be mentioned in the bill. Payment will be made within 21 days from the date of receipt of the bill with all relevant papers. No interest will be paid for delayed payment due to unavoidable reasons.
- 7.3. The payment shall be made as per actual bill raised by contractor, limited to 5 km/ 15 km.
- 7.4. No payment will be made for the distance exceeding 15 km.
- 7.5. There shall be no increase in the contract rate excluding Tax during the entire period of the contract and its extension, if any.
- 7.6. All through the contract period, the hiring rate shall not exceed the lowest rate charged by the contractor to any other organisation/agency under the same terms and conditions. In the event of rate going down, you shall promptly supply such information, to enable the Company to amend the awarded rate for subsequent service.
- 7.7. Paying Authority :- HOD(Fin), RI-IV, Nagpur.

8.Statutory Deduction:

All statutory deductions shall be made from the contractor's bill at the rates as applicable from time to time.

9.Validity of Contract:

The validity of contract shall be for 3 years from the date of issuing work order.

10.Termination of Contract:

In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.

11.Liability of the Company :

- i. The Company, in no way, shall be liable for safety and loss of employee of the contractor.
- ii. The company shall have no responsibility regarding the appointment of staff / employees by the contractor for execution of the work and no obligations or liability will be borne by the company in case of death / permanent disability etc/ disputes between the contractor and his employed staffs.

12. Requirement of technician for BLS/ALS Ambulance:-

A technician preferably a dresser is required for ALS ambulance who have basic skills.

For BLS ambulance driver should be able to handle oxygen cylinder and deliver oxygen and first aid to patient.

13. Deployment / providing of Ambulance ALS/BLS type: As per date mentioned in work order.

14. Minimum requirements of an Ambulance.

14.1 Patient cabin Dimension

Internal Length	2700 mm or more
Internal Width	1500 mm or more
Internal Height	1500 mm or more

Wide 180° opening rear gate antiskid flooring.

14.2 Factory fitted AC.

- 14.3 Space to carry 2 bulk oxygen cylinders and one B type and one D type with seamless fitting and manifold & pipeline wall unit provided inside patient cabin.
- 14.4 Multilevel elevating trolley with elevating back minimum load bearing capacity upto 200 kg. Weight of the stretcher should 38 to 40 kg with quality certification like EN 1789 / EN 1856 .
- 14.5 Wheel Chair (folding).
- 14.6 Space for fixing equipment like monitor, defibrillator etc. with electric plug point.
- 14.7 Beacon light & multiple wall mounted hazard light with siron.
- 14.8 Doctor chair.
- 14.9 Patient Bench.

14.10 Inner Compartment Dimensions

Minimum patient compartment length	2700 mm
Minimum patient compartment width	1500 mm

Minimum patient compartment height 1500 mm from floor to ceiling

14.11 Patient cabin should have the following features

- a. properly ventilated patient cabin
- b. Vehicle should have reinforced suspension system for providing to patient a comfortable ride free from external noise.
- c. Adequate power supply arrangements including power backup for support power requirements of the headlights, Taillight and the power requirements of medical equipments etc.
- d. Adequate patient cabin space for patient (in comfortable position) at least one attendant and two paramedics.
- e. Complete flooring free of joints. Suitable for easy cleaning / scientific fumigation and treatment with disinfectants,
- f. At least two superior quality fans and sufficient lighting arrangement
- g. Storage space for keeping medical equipments and consumables required.
- h. Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance
- i. A "no smoking" sign shall be prominently displayed in the patient compartment.

14.12 Equipment to be placed on BLS/ALS Ambulance.

Ambulances will be required to be equipped with but not limited to the following

1. Minimum of two stretchers
 - i. One multilevel, elevating, wheeled stretcher with elevating back. Two patient restraining straps (chest and thigh) minimum, at least two inches wide shall be provided.
 - ii. One secondary patient transport stretcher, with a minimum of two patient restraining straps. Minimum acceptable stretcher is vinyl covered aluminum frame, folding stretcher.
2. Suction Device
 - i. An engine vacuum operated or electrically powered, complete suction aspiration system, shall be installed permanently on board to provide for the primary patient. It shall have wide bore tubing.
 - ii. A manual suction device, age and weight appropriate, with wide bore tubing and at least a xix-ounce reservoir
 - iii. There must be an assortment of suction catheters (minimum of 2 each) on board sizes 6 fr. 8 fr. 10 fr. 16 fr. 18 fr. A rigid suction catheter (e.g.) Yankaur will also be carried. (Minimum 2 each.)
3. Bag Mask Ventilation Units :
 - i. One adult hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient.
 - ii. One pediatric, hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient. Must include safety pop off mechanism with override capability.

- iii. One infant hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient. Must include safety pop off mechanism with override capability
 - iv. The mask (size 0, 1, 2, 3, 4 and 5) should be carried, for use in conjunction with the ventilation units above. Masks must be clear and can be either of the disposable or non-disposable.
- 4. Nonmetallic Oropharyngeal: (Berman type) Nasopharyngeal Airways – adult, child and infant sizes (Large, Adult, medium, adult, large, child, child infant). All airways shall be clean and individually wrapped. “S” type airways may not be substituted for Berman type airways.
- 5. Oxygen Equipment :
 - i. Portable oxygen equipment: Minimum one 360 liter capacity oxygen cylinder. Litre flow gauges shall be non-gravity, dependent (Bourdon Gauge) Type. Additionally. When the vehicle is in motion, all oxygen cylinders shall be ready accessible and security stored.
 - ii. Permanent on-Board oxygen equipment : The ambulance shall have a hospital type piped oxygen system, capable of storing and supplying a minimum of 2400 liters of humidified medical oxygen
 - iii. Single use, individually wrapped non-rebreather masks and cannulas in adult and pediatric sizes shall be provided (each)
- 6. Bite sticks commercially made (clean and individually wrapped)
- 7. Twelve sterile dressings (minimum size 5" X 9")
- 8. Sterile gauze pads (4" X 4") 36 No
- 9. Twelve bandages, self adhering type, minimum three inches by five yards. Bandages must be individual in wrapped or in clean containers.
- 10. A minimum of four commercial sterile occlusive dressings (size 4" X 4")
- 11. Adhesive tape hypoallergenic (1", 2" and 3" width)
- 12. Burn sheets (sterile) 2 No.
- 13. Splints :
 - i. Pneumatic splints set of six with carrying case
 - ii. Wooden italic or other splints
- 14. Spine immobilization devices
 - i. Spine board, at least 16" X 72" constructed of three quarter inch ply-board or equivalent material and having at least three quarter inch runners on each side for lifting with appropriate straps. If not equipped with runners, board must be designed so that hand holds are accessible even with gloves on.
 - ii. Cervical collars to accommodate the infant, child, medium adult and large adult sizes. Collars must be manufactured of semi-rigid or rigid material
 - iii. Patient restraint straps (two inches by nine foot) 3 No.

- iv. Head immobilization device, commercially available or towel/blankets rolls
- 15. Triangular bandages (Different sizes) – 5 each
- 16. Blankets 2No.
- 17. Bandage shears Large size
- 18. Obstetrical kit (sterile) The kit shall contain gloves, scissors or surgical blades, umbilical cord clamps or tapes, dressings, towels, perinatal pad, bulb syringe and a receiving blanket for delivery of infant
- 19. Blood pressure sphygmomanometer, cuff and stethoscope
 - i. Blood pressure set, portable, both pediatric and adult (non-mercurial type)
 - ii. Stethoscope
- 20. Emesis basin or commercially available emesis container.
- 21. Bed pan and urinal
- 22. Search light (2 No.) Portable with spot beam of around 500 meters, sealed lead acid/Ni-Cd battery operated, capacity of 60 minute with full intensity, rechargeable.
- 23. Minimum of one fire extinguisher, Co2 or dry chemical or type ABC
- 24. Working gloves, at least two pair for each crewmember
- 25. Minimum of 1000 cc of sterile water or normal saline solution for irrigation.
- 26. Automatic External Defibrillator (A.E.D.)
- 27. Personnel protective equipment (gloves, masks, gowns and eye shields)
- 28. Protective head gear and eye protection devices (minimum two each)
- 29. At the option of the medical control the following equipment may be added
 - i. Laryngoscope handle with batteries
 - ii. Laryngoscope blades, adult, child and infant sizes, infant sizes shall be 0, 1, 2 (straight) in addition a # 2 curved blade will be carried.
 - iii. Six disposable endotracheal tubes, sizes to be from 2.5-9.0 with at least one of each size available. An intubation stylette sized for the neonate patient shall also be available (6 fr.)
 - iv. Dual lumen or LMA airways, laryngeal mask, age and weight appropriate
 - v. Magill's forceps –Adult and pediatric
- 30. F Minimum Ambulance rescue equipment The following additional items shall be carried by BLS ambulance
 - i. Hammer, four pound with 15 inch handle
 - ii. One axe
 - iii. Wrecking Bar, minimum 24 inch (bar and two preceding items can either be separate or combined as a forcible entry tool).
 - iv. Crowbar, minimum 48 inches, with pinch point.

The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

No payment will be made by applying “FROZEN INDICES” under any circumstances.

Tender Inviting Authority

**HOD (EMS)
RI-IV, CMPDI, Nagpur**

SECTION - III

Format of "Letter of Bid" (To be submitted on bidder's letter head)

Letter of Bid

To,

The Tender Committee,
Central Mine Planning & Design Institute Limited,
RI IV, CMPDI Kasturba Nagar, Jaripatka, Nagpur – 440014 (MH)

Sub.: Letter of Bid for "Rate contract for hiring of BLS/ALS Ambulance for Three years at CMPDI, RI-IV, Nagpur.

Ref.: 1. NIT No.: CMPDI/RI-IV/EMS/20-21/05 dt. 05/08/2020

2. Tender ID No. : 2020_CMPDI_179388_1

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 fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, RI IV, Nagpur.

Should this bid be accepted, we agree to furnish Performance Security and additional performance security if any within 21 days of issue of letter of acceptance and commence the work within 21 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, RI IV, Nagpur, 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)

Format for Affidavit:

To be submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

AFFIDAVIT

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

1. I/We am/are submitting Bid for the work.....against Bid Notice No. dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself / Our Partners/Directors don't has/have any relative as employee of CMPDI(Name of the Company) * (If so disclose the relationship and furnish the name, designation and place of posting of employee of CMPDI and name of the bidder/partners/directors, who are relative of the employee of CMPDI)
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. I/We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. We hereby confirm that we shall deploy required vehicle as per NIT either owned or through hiring.
- 8.** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

OR

**I / Wehave been banned by the organization named “_____” for a period of year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

*Delete whichever is not applicable.

9. ~~I/We hereby confirm that we have registration with EPF/CMPF Authorities. We shall make necessary payments as required under law.~~

OR

~~*I/We hereby undertake that we shall take appropriate steps for registration as relevant under EPF/CMPF authorities, if applicable, if the work is awarded to us. We shall make necessary payments as required under law.~~

*Delete whichever is not applicable.

10. I/We do undertake that we are not engaging and will not engage any child labour in any of the activities for which we are participating in the tender.
11. If it is reported and proved that child labour is engaged by us, we will be penalized 10% of the contract value and will be blacklisted.
- ~~12. We accept the prevailing diesel price nearest to the work site.~~
13. We hereby give our consent for acceptance of the Settlement of Disputes Clause of General Terms and Conditions of the tender document.
14. I/We have submitted only one bid as per provision of clause no. 4.1 of Instructions to Bidders.

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

DEPONENT

VERIFICATION

I, -----, the deponent above named do hereby state and declare that the contents of the above affidavit from para1 to 13 are true and correct to the best of my knowledge and that no part of this affidavit is false and that nothing material has been concealed there from.

Verified on this ----- day of -----, 2020 at ----- (place)

DEPONENT

Signature of the Bidder

DatedIn case of JV, Signature of all partners of JV

Seal of Notary

ANNEXURE-A3

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

ON NON JUDICIAL STAMP PAPER OF ₹ 10.00

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

Signature Seal of
the DSC Holder Authorized
for online bidding
of the bidder.

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

To be submitted along with first bill.

Annexure-A4

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

Central Mine Planning & Design Institute Limited,
RI IV, CMPDI Kasturba Nagar, Jaripatka, Nagpur - 440014 (MH)

Sub: Authorisation for release of payment due from CMPDI, RI -IV, Nagpur 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

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)

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

To,

Central Mine Planning & Design Institute Limited,
RI IV, CMPDI Kasturba Nagar, Jaripatka, Nagpur - 440014 (MH)

In consideration of the **Central Mine Planning & Design Institute Limited, RI-IV** having its Registered office at **Kasturba nagar, Jaripatka Nagpur-440014** (hereinafter called to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called 'the Contract') and the Employer having agreed to accept Performance Bank Guarantee of _____ *[indicate figure]%* of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by

any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature_____

Name_____

Designation_____

Common Seal of Bank_____

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 (herein after 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 (herein after 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 and Special terms & conditions.(Page ... to ...)
 - iii) Schedule-B: Scope of work/ Bill of Quantity (Page .. to ...)
 - iv) Schedule-C: Negotiation letters, if any
 - v) Schedule-D: Letter of Acceptance/Work Order (Page .. to ..)
 - vi) Schedule-E: Guidelines for Banning of Business (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs.only, from the amount of Rs..... deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 5% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs.or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

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

1 Partner.

Signature

2 Partner

Signature

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

1. Name _____ Address: _____

Signature

Occupation:_____

Signature

Signed byon behalf of (Name of Company) in

presence of -

Signature

1.Name: Address:

Guidelines for Banning of Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CMPDI Company, then the Competent Authority for banning shall be CMD of CMPDI Company.
 - b) In case the Accepting Authority of the work is upto the level of Director of CMPDI Company, then the Competent Authority for banning shall be Director of CMPDI Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CMPDI Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

SECTION - IV

BILL OF QUANTITY

Name of Work: Rate contract for hiring of BLS/ALS Ambulance for Three years at CMPDI, RI-IV, Nagpur.

Sl.No	Scope of work and other conditions	Period of completion
1	<p>Rate contract for hiring of BLS/ALS Ambulance (inclusive of all taxes and fuel price) for Three years at CMPDI, RI-IV, Nagpur. Ambulance will be hired on as and when required basis. However, actual number of trips may vary.</p> <p>Payment will be made on trip basis.</p> <p>Expected no of trips for one year will be as following</p> <p>BLS Type Ambulance up to 5 KM – 12 Trips</p> <p>BLS Type Ambulance up to 15 KM – 30 Trips</p> <p>ALS Type Ambulance up to 5 KM – 5 Trips</p> <p>ALS Type Ambulance up to 15 KM – 5 Trips</p>	36 months