



सीएमपीडीआर्ड  
*cmpdi*

*A Mini Ratna Company*

## TENDER DOCUMENT

FOR

### CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI(HQ), RANCHI



OCTOBER, 2020

**Central Mine Planning And Design Institute Ltd.**  
(A Subsidiary of Coal India Ltd.)  
Gondwana Place, Kanke Road,  
Ranchi - 834031 (Jharkhand)

1.	Tender Document issue details / Cover page ( Part - I )	01 - 01
2.	I N D E X	02 - 02
3.	e-Tender Notice	03 - 03
4.	Detailed e-Tender Notice	04 - 48
5.	Section – II , Cover Page	49 - 49
6.	Format for Letter of Bid (Annexure–A1)	50 - 50
7.	Format for Undertaking (Annexure–A2)	51 - 51
8.	Mandate form for Electronic fund transfer / Internet Banking payment	52 - 52
9.	Format for Non- Banning or Delisting Certificate (Annexure–A4)	53 - 53
10.	Bank Guarantee proforma for Performance Security / Guarantee	54 - 54
11.	Proforma for execution of Agreement (Annexure–A6)	55 - 55
12.	Integrity Pact (Annexure- A-7)	56 - 59
13.	Section-III, Cover Page	60 - 60
14.	General Terms & Conditions	61 - 80
15.	Special Terms & Conditions	81 - 84
16.	Scope of work	85 - 88
17.	Menu for Regular Trainings	89 - 90
18.	Day-wise Sample Menu	91 - 93
19.	Menu for Special occasions	94 - 94
20.	Duties / Responsibilities of CMPDI & Contractor	95 - 99

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
**(A Subsidiary of Coal India Limited)**  
**Gondwana Place, Kanke Road, Ranchi-834031,**  
**Jharkhand, INDIA.**

**e-TENDER NOTICE**

**CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT  
CMPDI(HQ), RANCHI**

**TENDER NOTICE NO. : HRD/CATERING/20/03 of 2020-21      dated 08.10.2020**

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

<b>Description of work</b>	<b>Estimated Cost of Work (In Rs.)</b>	<b>Earnest Money (In Rs.)</b>	<b>Period of Completion (In days)</b>
<b>CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI (HQ), RANCHI.</b>	<b>78,26,940.00</b>	<b>97900.00</b>	<b>365 days</b>
<b>Tender inviting authority</b>	<b>Contact Person</b>		
Alok Kumar, GM (E&M/HRD), CMPDI, Gondwana Place, Kanke Road, Ranchi-834031, Contact No. 7488335055(M).	R.Kumar, Chief Manager (E&M), HRD, Div, CMPDI. Gondwana Place, Kanke Road, Ranchi-834031, Contact No. 08987789023		

**Note: Input tax credit not available.**

**1. Time Schedule of Tender:**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time (IST)</b>
a.	<b>Tender Publication Date</b>	<b>Date and Time as mentioned in the website</b>	
b.	<b>Document download Start Date</b>		
c.	<b>Document download End Date</b>		
d.	<b>Bid Submission Start Date</b>		
e.	<b>Bid Submission End Date</b>		
f.	<b>Start Date for seeking Clarification on-line</b>		
g.	<b>Last Date for seeking Clarification on-line</b>		
h.	<b>Date of Pre-bid Meeting</b>		
i.	<b>Bid Opening Date</b>		

For details of qualification requirements, bid security and complete tender document, visit our website [www.cmpdi.co.in](http://www.cmpdi.co.in) & <http://eprocure.gov.in/cppp>. Detailed Tender Notice is available at <https://coalindiatenders.nic.in>.

NOTE: End user portal agreement of CIL is applicable for CMPDI also. The auto extension of submission of bid shall be applicable as per details mentioned in clause no.12

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
**(A Subsidiary of Coal India Limited)**  
**Gondwana Place, Kanke Road, Ranchi-834031,**  
**Jharkhand, INDIA.**

**DETAILED E-TENDER NOTICE**

**CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT  
 CMPDI (HQ), RANCHI**  
**TENDER NOTICE NO. : HRD/CATERING/20/03 of 2020-21 dated 08.10.2020**

**1. Name of Work:**

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

<b>Name of work</b>	<b>Estimated cost With GST ( In Rs.)</b>	<b>Earnest Money</b>	<b>Completion Period</b>
<b>CATERING AT CHUMMARY / STAFF TRAINING COLLEGE (STC) AT CMPDI (HQ), RANCHI.</b>	<b>₹ 78,26,940.00</b>	<b>₹ 97900.00</b>	<b>365 days</b>

**Note:**

**The contractor is advised to quote the prices of all items excluding the impact of GST.**

Tender Inviting Authority	Contact Person(s)/Tender Officer(s)	Dealing
Alok Kumar, GM (E&M/HRD), CMPDI, Gondwana Place, Kanke Road, Ranchi-834031, Contact No. 7488335055(M).	R.Kumar, Chief Manager (E&M), HRD, Div, CMPDI. Gondwana Place, Kanke Road, Ranchi-834031, Contact No. 08987789023	

**2. Time Schedule of Activities:**

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

**NOTE (Important):**

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the Bid Submission End Date will be extended initially for 02 (two) days and if still less than 03 bids are received, the Bid Submission End Date will be extended by another 05 (five) days automatically by the system.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. There is no tender fee and the bidders can download the Tender Document free of cost.
- v. Bidders are advised to download the complete set of the Tender Document, including the tender details.

### **3. Bid Security/ Earnest Money Deposit (EMD):**

The bidder will have to make the payment of EMD ₹ **97900.00** (INR **Ninety seven thousand nine hundred**) through **ONLINE** mode only.

This shall be deposited in the manner as described.

#### **a. For Domestic Bidders:**

In Online mode the bidder can make payment of EMD either through **net banking** from designated Bank/s or through **NEFT/ RTGS** from any scheduled Bank.

- (i) **Net Banking:** In case of payment through net-banking, the money will be immediately transferred to CMPDIL's designated Account.
- (ii) **NEFT/ RTGS:** 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. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CMPDIL pool account before submission of bid.

Bidder will be allowed to submit his / her bid only when the EMD is successfully received in CMPDIL's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

#### **NOTE:**

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option shall be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

**b. Exemption of EMD**

The bidders under the category of State/Central Govt./PSUs/firms registered with NSIC/MSEs(Micro & Small Enterprises) / Start-up having valid registration for the tendered works are exempted from submission of EMD against uploading of valid documentary evidence in cover I.

**NOTE:**

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

**4. Pre-bid Meeting:**

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

**5. Clarification of Bid:**

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

**6. User Portal Agreement:**

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

**7. Eligible Bidders:**

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA . The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in **Clause No: 8** of the NIT.

**NOTE:**

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

**7.1 Requirements of any Joint Venture (Not applicable for this tender):**

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

- I. Following are the minimum qualification requirements for a joint venture.
  - a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under **Clause No. 8** of the NIT towards fulfillment of qualification criteria related to the experience.
  - b. The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No. 8** of the NIT towards fulfillment of qualification criteria related to financial turn over.
- ii. The formation of Joint Venture or change in the Joint Venture character/ partners after submission of the bid and/ or any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to

execute the contract for the facilities if their bid is successful.

- vi. One of the partners shall be nominated for being in charge of the contract and shall be designated as **Lead Partner**. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii. The contract agreement should be signed jointly by each Joint Venture Partners. Subsequent declaration/ letters/ documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
- ix. The bid should be signed by all the partners of the Joint Venture.
- x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
- xii. The Earnest money/ Bid security/ Bank guarantee can be submitted by the JV/one or more partners of the JV.
- xiii. The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected.  
If the JV breaks up midway before award of work/ during bid validity/ after award of work/ during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.
- xiv. JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
- xv. JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/ TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before making any payment.

## 8. Eligibility Criteria:

### **8.1 Work Experience :**

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

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

Or

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

Or

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

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

The work experience of only those works shall be considered for evaluation purpose, which are completed on or before the last day of the month previous to one in which e-Tender has been invited (date should be mentioned)

**. The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as acceptable, if the construction part is completed on last day of eligibility period, even if, maintenance work is going on, and the certificate issued clearly stipulates the same.**

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

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

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

**The definition of similar work shall be as follows:**

**“CATERING WORKS”**

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

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

**NOTE: - (JOINT VENTURE, Not Applicable for this Tender)**

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

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

OR

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

OR

- ~~(ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of~~

~~the estimated cost put to the tender.~~

OR

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

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

OR

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

OR

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

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

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

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

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

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

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

The TDS certificate /work order, Bill of Quantity may be submitted during clarification, if sought.

**Technical evaluation by the System:**

- i. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

- iv. The system shall check the experience with highest value whether it exceeds 80% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- v. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- vi. The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.
- vii. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

## **8.2 Financial-Turnover :**

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

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

The intending bidders must submit the **Financial Turnover certificate (with Unique Document Identification Number, UDIN No.)** issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

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

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii. Membership Number of the CA
- iv. In case the bidder is a Joint Venture , **(Not Applicable for this Tender)**, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

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

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

**Technical evaluation by the System:**

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

**8.3 Permanent Account Number (PAN):**

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

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

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

**NOTE:**

In case, the bidder is a *Joint Venture/ Consortium*, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV/

Consortium and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV/Consortium itself).

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

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India OR the Tax Residency Certificate of the respective country as the case may be.

**Technical evaluation by the System:**

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

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

The bidder should be either

i. GST Registered Bidder. (but not under Composition Scheme)

OR

i. GST unregistered Bidder.

**Registration:**

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

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

**For Example:** If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt from Registration under GST Act, 2017. The expression “**aggregate turnover**” shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.

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

- i. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

## **Scanned copy of documents to be uploaded by bidders (Confirmatory Document)**

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

- 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:**

1. 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.
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST acts/rules.

### **Technical evaluation and L-1 status:**

- a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.

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

- b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.
- c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

Jharkhand	HQ	Ranchi (HQ)	20AAACC 7475N1ZI
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The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

- d) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.
- e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- g) In the event of any additional tax liability accruing on the supplier of goods and / or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

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

- h) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- i) E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CMPDIL if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)
- j) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- k) Evidence in support of import of goods: In case of supply of imported goods as per terms of supply order, the supplier shall provide the following documents as evidence in support of import of goods:
  - i. A certificate from their auditor to the effect that they have paid Rs..... as custom duty against the import of goods under supply order..... and that refund of custom duty, if any, shall be passed on to the buyer.
  - ii. Self-attested copy of Principal's invoice / packing list.
  - iii. Self-attested copy of bill of lading / Airway bill.
  - iv. Self-attested copy of bill of entry.
  - v. Certificate of origin.

The supplier shall provide clear linkage of items as per order with documents furnished under clause (ii), (iii) and (iv).

### **8.5 Digital Signature Certificate (DSC):**

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

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

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

However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

### **8.6 Provident Fund:**

The bidder should possess a Provident Fund Registration Certificate issued by Govt. Department of any Indian State.

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

- i. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to Provident Fund Registration Certificate issued by Govt. department of any state.

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

The scanned copy of documents to be uploaded by bidders in support of above information/ declaration furnished online by the bidder against Eligibility Criteria.

**Technical evaluation by the System:**

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

**8.7 Undertaking:**

A commitment is to be uploaded in the form of **UNDERTAKING** on Bidder's letter head as per the format given in the bid document ([Annexure-A2](#)).

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

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

A commitment is to be uploaded in the form of **UNDERTAKING** on Bidder's letter head as per the format given in the bid document ([Annexure-A2](#)).

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

**8.8 Legal Status of the bidder:**

*Section 1.01* **Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

Any one of the following documents:

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

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

**8.9 Office at Ranchi:**

The tenderer shall have its functional and manned office in Ranchi to act as contact point. Details, such as address, contact number, name of contact person etc., to be enclosed.

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

- i. Confirmation in the form of **Yes/No** regarding availability of functional and manned office in Ranchi.

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

The scanned copy of documents to be uploaded by bidders in support of proof of above information/ declaration furnished online by the bidder against Eligibility Criteria.

#### **8.10 Food License:**

The tenderer must possess appropriate and valid food license issued by govt. agency.

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

- i. Confirmation in the form of **Yes/No** regarding possessing appropriate food license issued by Food Safety and Standards Authority of India. (fssai).

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

The scanned copy of documents to be uploaded by bidders in support of proof of above information/ declaration furnished online by the bidder against Eligibility Criteria.

#### **8.11 Banning:**

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

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. The format is given in Annexure-A4.

### **9. Submission of Bid:**

#### **9.1 Online Registration:**

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in> )

with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

## **9.2 User Portal Agreement:**

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

The bidder should strictly comply with following instructions:

- i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I, **OID** and Cover-II.
- ii. Two parts of the bid should contain the details as follows:

### Part-I / Cover-I and OID:

- i. Letter of bid
- ii. **Details of Earnest Money**
- iii. Information on Eligibility/ Qualifying criteria as detailed under **Clause No.8** including necessary scanned documents as elaborated there.

### Part II / Cover-II:

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

## **9.3 General Essential Requirements:**

In order to qualify in the tender, the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document unconditionally on-line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation (GTE) items.
- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT

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

- i. Confirmation in the form of Agree/ Disagree for accepting user portal agreement,
- ii. Confirmation in the form of Yes/ No for each GTE item

**Scanned copy of documents to be uploaded by bidders (Confirmatory Document):**

For (iii), the confirmatory documents will be downloaded and evaluated by Tender Committee as explained in Part I.

**Technical evaluation by the System:**

System will capture data in the **Agree/Disagree** or **YES/NO** format from the bidder and will decide the eligibility for (i) & (ii) above.

**General Technical Evaluation:**

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

**9.4 Confirmatory Documents:**

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

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

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

<b>SI No</b>	<b>Documents related to Eligibility Criteria</b>	<b>Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.</b>
1	Work Experience (Ref. Clause No. 8.1 of NIT)	Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if

		<p>applicable.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.</p> <p><b>Note:</b> In case of JV, above documents of partner(s).</p>
2	Financial Turnover (Ref. Clause No. 8.2 of NIT)	<p>Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.</p> <p>(In case of JV, turnover certificate for each individual partner of JV).</p>
3	Permanent Account Number (PAN) (Ref. Clause No. 8.3 of NIT)	<p>Copy of PAN card issued by Income Tax Department, Govt. of India.</p> <p>(In case of JV/Consortium, PAN Card for each Indian Partner of JV/Consortium and verifiable tax residency certificate of respective country for each foreign partner or JV/ Consortium itself).</p>
4	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 8.4 of NIT)	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p><b>a) Status: GST registered Bidder/Dealer -</b></p> <p><b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p><b>b) Status: GST unregistered bidder / Dealer -</b></p> <p><b>Document:</b> 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.</p> <p><b><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.t GST in compliance with relevant GST rules or GST Registration Certificate of JV</u></b></p> <p><b>If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</b></p>
5	Digital Signature Certificate (Ref. Clause No. 8.5 of NIT)	<ol style="list-style-type: none"> <li>1. If the bidder himself is the DSC holder bidding online then no document is required. However</li> <li>2. If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of</li> </ol>

		legally acceptable document for the authority to bid on behalf of the bidder
6	Provident Fund (Ref. Clause No 8.6 of NIT)	Copy of Provident Fund Registration Certificate issued by Govt. Dept of any Indian State
7	Undertaking (Ref. Clause No. 8.7 of NIT)	A commitment is to be uploaded in the form of <b>UNDERTAKING</b> on Bidder's letter head as per the format given in the bid document ( <a href="#">Annexure-A2</a> ).  Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
8	Legal Status of the bidder (Ref. Clause No. 8.8 of NIT)	<u>Any one of the following documents:</u> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> </ol> <p><b>—(The partnership firm / JV / Consortium is required to submit written consent of all the partners to Arbitration clause.)</b></p>
9	Proof of Office at Ranchi (Ref. Clause No.8.9 of NIT)	The Company shall have its functional and manned office in Ranchi to act as contact point. Details such as address, contact number, name of contact person etc, to be enclosed.
10	Food - License (Ref. Clause No. 8.10 of NIT)	Photocopy of Food-License from appropriate authority.
11	Letter of Bid (LoB)	Letter of Bid (LoB) on the bidder's letter head, in prescribed format ( <a href="#">Annexure- A1</a> ).
12	Earnest Money Deposite (Ref. Clause No. 3 of NIT)	(Ref.Clause No. 3 of NIT)  NOTE: The bidders claiming exemption from submission of EMD (as per clause 3 b) must upload valid documentary evidence in cover I.
13	Banning(Clause no. 8.11)	<b>Annexure-A4</b>
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

#### **9.5 Letter of Bid:**

The format of Letter of Bid (as given '[ANNEXURE-A1](#)') will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be signed by the bidder or any authorized person of bidder or a DSC holder, bidding online with authorization from the bidder and scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LOB.

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

#### **NOTE:**

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

#### **9.6 Price- Bid/ Cover-II/ Part-II:**

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

(While quoting the rates for individual items, the bidders must ensure that particulars of the items within the cell is clearly visible to them by expanding it whenever required and any rate quoted by the bidder will be considered for the complete item put to tender)

#### **The rates quoted by bidder shall be excluding GST.**

The L-1 bidder will be decided based on cost to the Company. Prior to quoting

the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

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

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

#### **SYSTEM FOR DECISION OF L-1:**

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

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

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

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

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

The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

*The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ as given below:*

<b>State</b>	<b>Unit / HQ</b>	<b>City</b>	<b>GSTIN (Provisional ID)</b>
Jharkhand	CMPDI HQ	Ranchi	<b>20AAACC7475N1ZI</b>

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

**E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier. However, the e-way bill will be arranged by CMPDIL if the supplier/Vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)

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

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

If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

**A. Purchase preference to “Micro & Small Enterprises (MSEs)” & “START-Ups”:**

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

In the procurement of works which are divisible in nature, the following procedure shall be followed :-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

The work for catering works has to be executed by a single agency, hence it has been considered as non-divisible.

**Note:** The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

#### **Verification of local content :**

If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.

A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

#### **B. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS):**

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/ Subsidiary 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.
  - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.
- 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 as amended from time to time.
- viii) 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.
- xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

**10. Bid Submission:**

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

**11. System Requirement:**

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

**12. Auto Extension of Critical Date:**

If number of bids received online is found to be less than 03 (three) on End Date of bid submission, then the following critical dates of the Tender will be

automatically extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

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

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

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

**NOTE:**

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

**13. Opening of Bid (Technical / Part-I):**

**13.1. Opening of Technical bid:** The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

**13.2** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be rejected.

**13.3** 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 Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “**Technical Bid Opening Summary**” will be uploaded on the same day.

#### **14. Evaluation of Tender (Technical Part / Cover-I):**

- 14.1 After opening of Technical bid, the documents submitted by 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 against information/ declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for opening of price bid.
- 14.2 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.
- 14.3 It is responsibility of the Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- 14.4 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.
- 14.5 In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- 14.6 Seeking clarification shall be restricted to confirmation of submitted document/ online information only and it will 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.
- 14.7 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as at (14.2) above, their/his

bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection to his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

- 14.8 After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online on the e-Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- 14.9 In case none of the bidder(s) complies with the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)
- 14.10 Preference to Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time.

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

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

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

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

30% of additional performance security will release after 60% of the total work is completed.

50% of additional performance security will release after 80% of the total work is completed.

100% of additional performance security will release after total work is completed.

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

Additional performance security shall be furnished within 21 days of issuance of LOA by successful bidder.

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

Additionally, the company shall ban such defaulting contractor from participating in the future tenders in concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

**16. One Bid per Bidder:**

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified.

**17. Refund of EMD:**

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

**18. Site Visit:**

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

18.2 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/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

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

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

#### **19. Taxes and Duties:**

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 details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service 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 thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

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

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

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

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

The Company reserved the right to deduct / withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

## **20. Recovery of any Claim from Vendor/Supplier:**

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

Further Security Deposit forfeited will be inclusive of GST.

## **21. Cost of Bidding:**

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

**22. Technical Specifications:**

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

**23. Currencies of Bid and Payment:**

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

**24. Commencement of Work:**

The contractor is asked to commence the work within 10 (ten) days of issue of LOA or after seven days of handing over site whichever is later. In some cases, mostly in specialized work/high value work (more than 5 crores) work, the work is to be commenced after execution of contract agreement. In such case provision of time limit of 30 days from issue LOA for start of work should be made in work order itself.

Article II. However, in the interest of work and also for saving time, the contractor may be allowed to start the work before execution of the agreement after the department issue a work order/tender acceptance letter to the contractor. Failure on the part of the contractor to furnish 'Performance Security or to execute an agreement', within 30 days rime, allowed by the department after acceptance of the tender will be considered as just cause for the cancellation of the award and forfeiture of EMD.

However, the date of commencement may be decided with mutual consent with the contractor on any date prior to date as prescribed above.

**25. Handing Over of Site:**

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

**26. Deployment of Manpower and Machineries:**

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

**27. Change in Constitution of the Contracting Agency:**

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

**28. Canvassing in Tender:**

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

**29. Letter of Acceptance (LOA)/Work Order/Agreement:**

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post/speed post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties.

The work shall be deemed to have commenced on the expiry of 10\* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

**30. Bid Validity:**

The Bid Validity Period will be **120 (one hundred twenty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be the Company will be entitled to take action as per Clause No.31 (Modification and Withdrawal of Bid) of NIT

**31. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he/she/they may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for 1(One) year from participating in tenders in CMPDIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Penal action against clauses above will be enforced from the date of issue of such order.

- iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

#### **Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary**

##### **I. The Mode of Withdrawal:**

###### **A. Online Withdrawal of Bids:**

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

###### **B. Offline Withdrawal of Bids :**

- a. A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such

partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

## **II. Acceptance of withdrawal by Tender Committee:**

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

## **32. Performance Security:**

32.1 Performance Security would be **5.00%** of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....

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

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

**Name of Bank:** State Bank of India,

**Branch:** CMPDI Branch,

**IFSC:** SBIN0005598,

**A/c No:** 10106155087,

**Address:** Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

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

The Earnest Money/ Bid Security shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / 1<sup>st</sup> part of security deposit.

The bid security may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.

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

- a. at Bidder's option by a Scheduled Bank , or
- b. by a foreign bank located in India and acceptable to the employer.
- c. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

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

Additionally, the company shall ban such defaulting contractor from participating in the future tenders in concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter

**32.2 5.00% Performance Security will be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).**

**33. Additional Performance Security**

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

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

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

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

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

Additional performance security shall be furnished within 21 days of issuance of LOA by successful bidder.

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

Additionally, the company shall ban such defaulting contractor from participating in the future tenders in concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter..

**34. Postponement of Scheduled Date(s):**

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

**35. Employment of Local Labour:**

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

**36. Public Enterprises preference:**

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

For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

**37. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document form an integral part of this NIT and shall also form a part of the contract agreement.

**38. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**39. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant

Act and Rules amended from time to time by the Govt. of India.

**40. Compliance of Applicable Labour Laws:**

The contractor shall abide by the rules & regulations of Labours Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum wages Act or such other legislations or award of the minimum wage fixed by respective state Govt or Central Govt. as maybe in force.

Payment of Provident Fund for the workmen employed by him for work as per law prevailing under provision of EPF/CMPF and allied scheme valid from time to time shall be responsibility of contractor.

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may and the unique membership member of CMPF/EPF or allied scheme needs to be submitted to Employer.

In addition to the above, the contractor shall provide a copy of the updated passbook having entry made in CMPF/EPF or allied schemes of Provident Fund as may be case by competent authority annually/as and when asked. Bidder shall also submit copies of statutory returns.

The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

The contractor's workmen shall be paid through Bank.

The contractor shall register themselves on Contract Labour Payment Management Portal of CIL within 30 days of issuance of work order and will have to enter and update periodically the following details

- Work Order details
- Details of contractor workers and payment of wages in respect to each work order every month

All the contract workers will be covered with bio metric attendance system for payment of wages.

The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality ie Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.

The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill.

The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.

The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.

If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement

The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

**41. Splitting up of the work:**

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

**42. Settlement of Disputes:**

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

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

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

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference

still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

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

#### **43. Settlement of Disputes through Arbitration:**

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

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

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

##### **Sole Arbitration:**

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

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

**Sole Arbitration:**

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall equally bear the cost of arbitration as intimated by the Arbitrator".*

1. It is directed to refer to Department of Public Enterprises guidelines issued vide OM No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013, No. 4(1)2011-DPE(PMA) dated 24.03.2014, No. 4(1)/2011-DPE (PMA) dated 26.03.2014 and No. 4(1)/2013-DPE(PMA)/FTS-1835 dated 14-04-2017 regarding the resolution of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) through PMA (Permanent Machinery of Arbitration) mechanism.
2. To make the mechanism more effective and binding on the disputing parties, a new mechanism namely administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM.

**3. Applicability**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for its resolution through AMRCD.

4. As per the approved new mechanism to resolve the commercial dispute the following structure and procedure shall be followed by the concerned disputing parties:

**A. Structure:**

- i. At the First level (tier), such commercial disputes shall be referred to a Committee comprising of Secretaries of the Administrative Ministries/Departments to which the disputing CPSEs/Parties belong and Secretary-D/O Legal Affairs. The Financial Advisors (Fas) of the two concerned Administrative Ministries/Departments will represent the

issues related to the dispute in question before the above Committee. In case the two disputing parties belong to the same Ministry/Department the above said Committee will comprise Secretary of the administrative Ministry/Department concerned, Secretary-D/o Legal Affairs and Secretary-Department of Public Enterprises. In such a case, the matter may be represented before the Committee by the FA and one joint Secretary of that Ministry/Department.

Further, in case of dispute between CPSE and State Government Department/Organization, the above said Committee will comprise the Secretary of the Ministry/Department of the Union to which the CPSE belongs and Secretary-D/O Legal Affairs and a senior officer nominated by the Chief Secretary of the State concerned. In such a case, the matter will be represented before the Committee by the FA of the concerned administrative Ministry/Department and the concerned Principal Secretary of the State Government Department/Organization.

- ii. In case the dispute remains unresolved even after consideration by the above Committee, the same will be referred the Second level (tier) to the Cabinet Secretary, whose decision will be final and binding on all concerned.

**B. Procedure:**

- i. At the First level (tier), the claiming party (Claimant) will approach the FA of its administrative Ministry/Department for representing the dispute before the Secretary of its administrative Ministry/Department. The Secretary of administrative Ministry/Department of claiming party will intimate the same to the Secretary of administrative Ministry/Department of responding party (Respondent) and Secretary-D/O Legal Affairs and thereafter meetings will take place in the administrative Ministry/Department of the claiming party to examine the facts and resolve the dispute or matter. The Fas of the concerned administrative Ministries/Departments will represent the issues related to the dispute in question before the above Committee. After arriving at a decision by the Committee, the Secretary of the administrative Ministry/Department of the claiming party will write down the decision and it will be signed jointly by both the Secretaries and Secretary-D/o Legal Affairs. A copy of the decision will be communicated by the Secretary of the administrative Ministry/Department of the claiming party to each party to the dispute for implementation.

In case where one party (1st party) to the dispute is a Department/Organisation of a State Government the procedure for admitting the dispute will be same as above, however, all meetings in connection with resolution of the dispute will be held in the administrative Ministry/Department (Union) of other party (2nd Party) irrespective of the position of the 1st Party whether as a Claimant or Respondent. The presentation of the issues before the above Committee in this case will be done by the FA of the concerned Administrative Ministry/Department and concerned Principal Secretary of the State Government Department/Organization.

- ii) The Committee of Secretaries at the First level (tier) shall finalise its decision within 3 months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

## 5. Appeal

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

## 6. Arbitration Clause:

- (i) The CPSEs will ensure inclusion of a clause in all the existing and future commercial contracts between CPSEs Inter-se and CPSEs and Government Departs/Organizations as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018”.

- (ii) The on-going contracts shall also be suitably amended accordingly.

## 7. Disposal of pending cases in PMA

All pending cases with Sole Arbitrator-PMA and Appellate Authority shall stand transferred with immediate effect to concerned administrative Ministries/Departments to be dealt with as per above mentioned laid down mechanism of dispute resolution. All cases in which the hearing has been completed by Sole Arbitrator, the award will be made by Sole Arbitrator. Appeal, if any, made against such case will be with the Cabinet Secretary at Second level (tier).

## 8. All administrative Ministries/Departments concerned with Central Public Sector Enterprises/Port Trusts etc are requested to bring these guidelines to the notice of all CPSEs under their administrative control for strict compliance.

## 44. Legal Jurisdiction:

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

GM(HRD)  
CMPDI, Gondwana Place,  
Kanke Road, Ranchi-834031

## **SECTION – II**

**LETTER OF BID**

To,  
The Tender Committee,  
Central Mine Planning & Design Institute, Ranchi.

**Sub.** : Letter of Bid for the work “-----”

**Ref.** : 1. NIT No.: “-----”

2. Tender Id No. : “-----”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

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

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

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

Until a formal agreement is prepared and executed, 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, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, Ranchi 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 authorised by the bidder and therefore no physical signature is required)

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished on-line and authenticity of the Documents uploaded on-line in support of his Eligibility:

**Format of UNDERTAKING**

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

1. I/ We am/ are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. \* I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
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 / We .....have been banned by the organization named “ \_\_\_\_\_ ” for a period of..... year/s, effective from ..... to.....(in case of JV, name(s) of the JV Partner(s)).

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

[\* Delete whichever is not applicable.]

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

**Annexure-A3**

Mandate Form for ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

**To****Central Mine Planning & Design Institute Limited,  
Gondwana Place, Kanke Road, Ranchi -834008.**

**Sub:** Authorization for release of payment due from Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

Ref: Order No. \_\_\_\_\_ Date \_\_\_\_\_ and/or Tender/Enquiry/Letter No. \_\_\_\_\_ Date \_\_\_\_\_

**(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).**

1. Name of the Party : \_\_\_\_\_
2. Address of the Party : \_\_\_\_\_  
City \_\_\_\_\_ PIN \_\_\_\_\_  
Code \_\_\_\_\_
3. E- Mail Id \_\_\_\_\_
4. Permanent Account Number \_\_\_\_\_

**5. Particulars of Bank**

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

**4. Date from which the mandate should be effective:** \_\_\_\_\_

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

Place:

Date:

**Signature of the party/Authorized Signatory.**

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

Banker's Stamp :

Date:

**(Signature of the Authorized official from the Banks)**

**Format for NON-BANNING or DELISTING CERTIFICATE**

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

Date:

Signature of the Bidder with  
seal of the firm

**Annexure-A5**

**Bank Guarantee Proforma for PERFORMANCE SECURITY / GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

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

**To,**

**Central Mine Planning & Design Institute Limited,  
Gondwana Place, Kanke Road, Ranchi -834031**

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Common Seal of Bank \_\_\_\_\_

Proforma for EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

1 Partner.

Signature

2 Partner

Signature

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

1. Name \_\_\_\_\_

Address: \_\_\_\_\_

Signature

Occupation: \_\_\_\_\_

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

1. Name:

Address:

Signature

**INTEGRITY PACT**

Between

**Central Mine Planning and Design Institute Limited (CMPDI)** hereinafter referred to as "Principal"  
And

..... hereinafter referred to as "The Tenderer/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract for .....  
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Tenderers/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal has appointed external independent Monitors (refer Clause 26 of Terms and Conditions) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section-1: Commitments of the Principal**

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process. Provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer could obtain an advantage in relation to the tender process or the contract execution.
  3. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section-2 : Commitments of the Tenderer/Contractor**

- (1) The Tenderer/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - i. The Tenderer/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. The Tenderer/Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii. The Tenderer/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Tenderer/Contractor will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details

including information contained or transmitted electronically.

- iv. The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section-3 : Disqualification from tender process and exclusion from future contracts.**

If the Tenderer, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Tenderer accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (3) If the Tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section-4: Compensation for Damages**

- (1) If the Principal has disqualified the Tenderer from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- (3) The Tenderer agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer/Contractor can prove and establish that the exclusion of the Tenderer from the tender process or the terminate of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Tenderer/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section-5 - Previous transgression.**

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section-6: Equal treatment of all Tenderers/ Contractors/ Subcontractors**

- (1) The Tenderer/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Tenderers, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.

**Section-7: Criminal charges against violating Tenderers/ Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Tenderer, Contractors or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section-8: External Independent Monitor / Monitors** (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal).

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms and being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

### **Section-9: Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all the Tenderers 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

### **Section-10: Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(Sign for Principal)

(Sign for the contractor/Tenderer)

Place:

Place:

Date:

Date:

Witnesses:

1.

2.

## SECTION – III

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

- i) "Employer" or "Company" means the Central Mine Planning & Design Institute Limited who will employ the contractor represented by the appropriate authority.
- ii) "Principal Employer" means the Central Mine Planning & Design Institute Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word "Contractor / Contractors" wherever occurs means the successful tenderer / tenderers who has / have deposited the necessary Earnest Money and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) "Officer-in-charge" shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Designated Officer-in-charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their delegation of powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer-in-charge.
- vi) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms and conditions / technical parameters / scope of work and revised offer, if any, specifications, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "Day" shall mean a day of 24 hours from midnight to midnight.
- viii) The "Work" shall mean the works required to be executed in accordance with the contract / work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) "Contract amount" shall mean :
  - a) in the case of turn key contracts, the total sum for which tender is accepted by the company.

- b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- x) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xi) "The Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) "Department" means the Human Resource Department of Central Mine Planning & Design Institute Limited represented by the appropriate authority.
- xiii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

## **2. Contract Documents :**

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender and Instructions to Bidder
- ii) Articles of Agreement / Letter of Acceptance of Tender / Work Order.
- iii) General Terms & Conditions of contract / Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities ( or Bill of Quantities ) / Schedule of work / Scope of work/ Menu for regular training and schedule of deviation ( to be provided by the contractor
- vii) Frozen terms & conditions / technical parameters / scope of work and revised offer, if any.
- Viii) Duties/Responsibilities of CMPDI & Contractor.

## **N.B. : Deviations :**

**No Deviation ( technical or commercial ) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.**

2.1 The contractor shall enter into and execute contract agreement in the prescribed form provided hereinafter. 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 will be supplied to the contractor free of cost and the original is to be retained by the company.

The additional copies shall be certified by the Officer-in-charge.

The contractor shall keep copy of these documents on the site / place of work in proper manner so that these are available for inspection at all reasonable times by the Officer-in-Charge, his representative or any other officials authorized by the company for the purpose.

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

### **2.3 Tender Evaluation & Bid Assessment :**

The tenders received will be scrutinized and evaluated by duly constituted tender committee.

The tender committee will examine the comparative statements prepared by the concerned technical department, will satisfy itself that all aspects / conditions of each offer have been properly evaluated w.r.t. financial implication etc.

Tender received without Earnest Money will be rejected.

**No Deviation ( technical or commercial ) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.**

However, the tender committee may decide to scrutinize the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid, if necessary, before opening the same.

The price bids will be opened at the time and place fixed for the same in presence of the tenderers and committee members and due information for opening of Price Bid will be given to all concerned. In case where the tenderers are given opportunity to revise their Price Bids, only the Revised Price Bids are opened and the original Price Bids are to be kept in tact in custody of the company.

### **2.4 Acceptance of offer :**

Letter of Acceptance is an acceptance of the offer by the company and it need not be accepted by the tenderers but the tenderers should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD / Bid Bond.

### **2.5 Banned or delisted contractors :**

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly

stated and it may not necessarily a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

### **3. Discrepancies in contract documents & Adjustments thereof :**

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

- a) Description in Bill of Quantities / Schedule of quantities of work.
- b) Particular specification and special conditions, if any.
- c) Drawings.
- d) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) 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 Bill of Quantities / Schedule of quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the 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 amounts worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) Discrepancy in totaling or carry forward 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 the offer.

### **4.0 Security Deposit:**

#### **4.1 Security Deposit shall consist of two parts;**

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

The security deposit shall bear no interest.

**4.2.** Performance Security would be **5.00%** of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....

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

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

**Name of Bank:** State Bank of India,

**Branch:** CMPDI Branch,

**IFSC:** SBIN0005598,

**A/c No:** 10106155087,

**Address:** Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

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

The Earnest Money/ Bid Security shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / 1<sup>st</sup> part of security deposit.

The bid security may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.

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.

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

Additionally, the company shall ban such defaulting contractor from participating in the future tenders in concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter

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

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

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

**4.3.** 5.00% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

**4.4.** All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

**4.5.** Retention Money should be refunded after issue of No Defect Certificate. The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

If security deposit is submitted in the form of bank guarantee, the original instrument thereof shall be retained by CMPDI after its relinquishment/absolution and returned only against specific request.

Failure of successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid Security.

**4.6. REFUND OF SECURITY DEPOSIT:** The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, **Performance**

**Security Deposit (5.00% of contract amount) i.e 1<sup>st</sup> part of the security deposit.**

(Performance Security) shall be refunded as elaborated at Cl. No.4.3.

Retention Money shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months , subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

**NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.**

**4.7. Additional performance security: (applicable for item rate as well as percentage rate tenders):**

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Additional performance security shall be furnished within 21 days of issuance of LOA by successful bidder.

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

Additionally, the company shall ban such defaulting contractor from participating in the future tenders in concerned subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

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 the shape of BG or any of the forms as applicable for performance security.

**4.8 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).**

- a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.
- b) 10.00 % of the security (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

**4.9. Refund of security deposit for contracts with supply installation and commissioning of equipment i.e with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)**

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10.00 % as security deposit (performance security and retention money)-deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee. Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

## 5. DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING :

5.1 The company through its Officer-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 specifications 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 the Officer-In -Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate / rates as are specified in the contract.

5.2 If the additional, altered or substituted 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 Officer-in-charge and the rate shall be derived from market rate with regard to materials, labourer and other essential components considered reasonable to execute any additional item involved.

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.

**The contractor will be intimated over phone and / or in writing for the following at least 24 hours in advance :**

- i) **The number of guests to be attended**
- ii). **The number of days and**
- iii). **The menu to be served as per the Scope of Work.**

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 Officer-in-charge.

5.5 The company through its Officer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given

by the Officer-in-charge. No claim for omitting the part of the work or 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 **For evaluation of the bid leading to award of work, the tentative quantities shall be considered for one year. However, the company does not guarantee this quantity in a year. This may vary up or down.**

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

6.1 **Time for completion of the work will be as defined in the Tender Notice.**

6.2 **The work will commence within 10 days from the date of receipt of the work order.**

6.3 **If the contractor fails to commence the work even after 10 days, Earnest money deposit of the contractor will be forfeited and the contract will be terminated, after serving the Notice in writing.**

6.4 **Any delay in serving the food beyond 30 minutes from the time prescribed / pre-defined by the Officer-in-charge, CMPDI will be at liberty to arrange for alternative measures by any means at the risk and cost of the contractor.**

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

7. **SUPPLY OF MATERIALS:**

The contractor shall at his own expense, provide finished **food items** as specified in the contract.

8. **QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP :**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Officer-in-charge. Officer-in-charge may issue from time to time 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.

- 8.1 The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Officer-in-charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in this behalf and the contractor shall allow the same.
- 8.2 All materials to be provided by the contractor shall be in conformity with the specifications / schedule of work as per the contract and the contractor shall furnish proof, if so required by the Officer-in-charge for his satisfaction that the materials so comply.
- 8.3(i) The company, through the Officer-in-charge, shall have full power to **reject any material or work due to a defect** therein for not conforming to the required specification or for materials not being of the required quality and standard or for reason of poor workmanship or for not being in accordance with the samples approved by him or for any other reason (such as cooking is not satisfactory and the prepared items are not testy). The **contractor shall forthwith remedy the defect / replace the materials at his expense** and no further work shall be done pending such rectification / replacement of materials, if so instructed by the Officer-in-charge. **In case of default on the part of the contractor, the Officer-in-charge shall be at liberty to procure the proper materials for replacement and / or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement / rectification shall be borne by the contractor.**
- 8.3(ii) **However, wherever deviations in respect of material and workmanship ( or both ) have for good and sufficient reasons, recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under 'deviation of work'.**
- 8.4 The Officer-in-charge shall be entitled to have tests ( all mandatory tests as per relevant BIS or other approved specifications ) carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Officer-in-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the employer and shall be assumed covered in accepted item rate prices. The cost of any other tests, if so required by the Officer-in-charge, shall be borne by the contractor only if test results disclose that the said materials are not in accordance with the

provisions of the contract. The cost of materials consumed in such tests shall however be borne by the contractor.

**9. MEASUREMENT AND PAYMENT :**

**9.1 Payment to the Contractor will be made on monthly basis, based on submission of Bill / Bills in triplicate ( Pre - receipted ) by the contractor and verification of the same by the Officer-in- charge, after necessary deductions as applicable.**

**9.2 In case of omission / shortage of items, deduction from the cost of meal / snacks / refreshment etc. served shall be made as deemed suitable by the Officer-in-charge.**

**10. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to **cancel the contract in full or in part**, if the contractor :

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

Or

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

Or

c. fails to complete the work or items of work with individual dates of completion : on or before the date / dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing

Or

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

Or

e. obtains a contract with the company as a result of ring tendering or other non - bonfire method of competitive tendering.

Or

f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Officer-in-charge. The Officer-in-charge may give a written notice; cancel the whole contract or portion of it in default.

10.1 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 a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the 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. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 **On cancellation** of the contract or on termination of the contract, the Officer-in-charge shall have powers :

- a. to take possession of the site and any materials, plant, implements, stores, etc. thereon.
- b. **to carry out the incomplete work by any means at the risk and cost of the contractor.**
- c. 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 payments made till date and value of contractor's materials, plant, equipment, etc., taken possession after cancellation.
- d. 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 10.1(c).

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

- a) on account if any default on the part of the contractor  
or
- b) for proper execution of the works or part thereof reasons other than the default of the contractor  
or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Officer-in-charge. If the suspension is ordered for reasons (b) & (c) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

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

**10.4 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 Officer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment / reduction in the scope of work, the company shall be liable :

- a. to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment / reduction in the work.
- b. to pay reasonable amount assessed and certified by the Officer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site, e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour / staff quarters, office, etc.

- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment / reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor.
- e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Officer-in-charge, furnish to him books of accounts : papers, relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable in terms of part 10.4(b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

If the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

## **11. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR :**

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i. The contractor / contractors shall employ only competent, skilful and orderly men to do the work. The Officer-in-charge shall have the right to ask the contractor / contractors to remove from the work site any men 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. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- ii. Precautions shall be exercised at all times for the protection of persons ( including employees ) and property. The safety required or recommended 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 laws in force, and shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Officer-in-charge or his authorized representative whenever they want and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Officer-in-charge or his authorized representatives shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor(s) from his / their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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 provisions 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 hand book as approved and amended from time to time by the Government of India.

iii. 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.

**iv. All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and 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 incidentals overhead 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 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.**

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by

bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

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

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

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

The rates 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.

- v. 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.
- vi. The contractor / contractors shall make his / their own arrangement for all materials  
**( except the materials to be supplied by CMPDI as per the Scope of work ),** tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- vii. The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his / their own cost for the contracted work and drinking water to his / their workmen.
- viii. The work shall not be sublet to any other party, unless approved by Officer-in-charge, in writing.
- ix. No fruit trees or valuable plant or trees with trunk diameter exceeding

150 mm dia. shall be pulled, destroyed or damaged by the contractor / contractors or any of his / their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor / contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia., as will be permitted by the Officer-in-charge in writing.

- x. The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him / them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor / contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xi. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourer by its representatives.
- xii. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified :

- a. the company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and / or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- b. the company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

- c. the company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act. 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
- xiii. **Insurance** : The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons 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 and in conformity with the requirements of the contract and instructions of the Officer-in-Charge.

The contractor / contractors shall take following insurance policies during the full contract period at his own cost :

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Officer-in-charge for the purpose of rebuilding or replacement or repair of the works and / or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the Officer-in-charge for approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of Officer-in-charge.

- a. The contractor shall at all times 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 subcontractors 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.

- xiv Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner's property.
- Xv Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the Officer-in-charge of such discoveries and carry out the Officer-in-charge's instructions for dealing with them.

## **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 Officer-in-charge for settlement of such disputes / claims within 30 ( thirty ) days of arising of the cause of dispute / claim failing which no disputes / claims of the contractor shall be entertained by the company.

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

## **SPECIAL TERMS & CONDITIONS**

(i) The Contractor shall implement provisions of CMPF or EPF and Misc. provision Act. 1948 / CMPS 98 in respect of the worker deployed by them and will have to deduct CMPF or EPF contribution and deposit the same along with contractor's share and to submit statutory returns in this office.

(ii) **Compliance with Labour Regulations :**

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. The major labour laws that are applicable in the industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws / acts / rules / regulations including amendments, if any on the part of the contractor, the Authorized Person shall have the right to deduct any money due to the Contractor including his amount of performance security. The Authorized Person shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

**The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.**

**SOME MAJOR LABOUR LAWS APPLICABLE :**

- a) **Workmen Compensation Act, 1923**
- b) **Payment of Gratuity Act, 1972**
- c) **CMPF or EPF and Miscellaneous Provisions Act. 1948**
- d) **Maternity Benefit Act, 1961**
- e) **Contract Labour ( Regulation & Abolition ) Act, 1970**
- f) **Minimum Wages Act, 1948**
- g) **Payment of Wages Act, 1936**
- h) **Equal Remuneration Act, 1979**
- i) **Payment of Bonus Act, 1965**
- j) **Industrial Disputes Act, 1947**
- k) **Industrial Employment ( Standing Orders ) Act, 1946**
- l) **Trade Union Act, 1926**
- m) **Child Labour ( Prohibition & Regulation ) Act, 1986**
- n) **Inter-State Migrant Workmen's ( Regulation of Employment & Conditions of Service ) Act, 1997**
- o) **Factories Act, "Contractor has to abide by all Safety Codes / Laws etc. as applicable to CMPDI. In case of any violation, the contractor will have to indemnify company's loss arising out of it".**

- (iii) The Contractor shall arrange first-aid- facilities for his employees.
- (iv) **Jurisdiction** : The Court of Ranchi in the State of Jharkhand only will have the jurisdiction to deal with and decide any legal matters what - so - ever arising out of this tender.
- (v) The Company reserves the right to discontinue / stop the work at any time during the pendency of the contract without assigning any reason what - so - ever. The company also reserves the right to accept / reject the tender (s), wholly or partly or to distribute the work, without assigning any reason.
- (vi) Letter of Award of work will be issued to the contractor (after acceptance of the management). Within 28 days from date of receipt of letter of Award, the contractor will have to submit the required document to execute an agreement with CMPDI. Labour license under the Contract labour (Abolition & Regulations) Act 1970, if required as per requirement of manpower to be certified by the Company, will have to be furnished by the contractor. Non judicial stamp paper worth Rs.100/=, purchased in the name of the contractor, will have to be deposited by the Contractor for the purpose of execution of agreement. The date of commencement of work will be counted from 10 days after issue of letter of award or handing over of the premises which - ever is later. Failure on the part of the contractor to execute agreement / commence work will entail forfeiture of Earnest Money Deposit & debarring the contractor from three years from future participation in tenders in CMPDI.
- (vii) One set of the Contract document ( copy ) should be kept at STC with the Supervisor. This will have to be produced before the guest / occupant on demand. The details of breakfast / meals to be provided under the Contract with rate are to be displayed in the Dinning Hall and in all rooms.
- (viii) No extra / additional payment will be made for any service rendered as per scope of work other then those computed as per **Schedule of Rates**, duly accepted by the management, forming part of the Contract document.
- (ix) Nothing herein contained shall restrict the Company from accepting similar services from other sources at its discretion.
- (x) Meaning of words :
  - (a) Employer / Company shall mean “CMPDI”.
  - (b) Authorized person shall mean person authorized by the Company, who will be Officer-in-charge of the work.
- (xi) The Contractor shall be responsible for proper behavior of all his staff, workmen & others, and shall exercise proper degree of control over them, and in particular without prejudice to the said generality, the contractor shall be bound to prohibit / prevent any of his employees from trespassing or acting in any way detrimental or prejudicial to the interest of the company / community or the properties or occupiers of land or properties in the neighbor hood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the authorized person upon any matter arising under this clause shall be final.
- (xii) The Tenderers must read and understand all the above points very carefully before submitting the tender.

## **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 CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
  - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary 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 CIL/Subsidiary 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.

## SCOPE OF WORK

**The Contractor is to serve the food to the guests / participants / faculties, as per the menu detailed elsewhere ( in succeeding pages ) in the Tender document, within the stipulated time.**

**There is menu for regular Trainings.**

**There is menu for special occasions also. This will have to be arranged as per instruction. The cost of such events shall be paid separately on pre-decided rates and these rates would become the part of this work.**

**The scope also covers the necessary cleaning of the dining hall, store etc as well as the materials used in the catering service, as per the instruction of Officer-in-charge as described elsewhere.**

### **Catering works :**

To achieve perfection and best services for the guests, the programming of the entire catering activities will be as under :

The Contractor shall provide tea / breakfast / lunch / dinner / Snacks etc. to the guests as per time table and menu at Chummary / STC Hostel, as and when intimated by CMPDI. Contractor shall provide breakfast / lunch / dinner / Snacks etc. in the following way :-

**The Contractor shall supply the cooked food and serve the same to the guests.**

- \* Dining hall, store, all the related spaces, furniture etc, as decided by CMPDI, will be provided by CMPDI. The dining hall, store, all the related spaces, furniture etc. shall be maintained in a clean and hygienic condition with properly trained and specialized staff by the Contractor. Any staff deployed in the dining hall should wear neat white apron & chef cap and they should change over to washable rubber slipper provided by Contractor before entering the dining hall portion. They should be medically sound, neat and clean and nails trimmed with pleasant manner & look. The waiters shall be in approved uniform in approved style and shall wear rubber shoes.
- \* Shaving, trimming of nails ( Hands & foot ) and bathing every day will be compulsory for all the bearers, cooks and other employees.
- \* All the required utensils, crockery, cutlery, tea pot, thermos flask, equipments, refrigerators, furniture etc., as decided by CMPDI, will be provided by CMPDI, but the same will be maintained by the Contractor in a stainless & hygienic condition all the time. The interior of refrigerator, deep freezer etc. will be periodically cleaned.
- \* **Fuel for cooking will not be supplied by CMPDI.**

Utensils, crockeries and other logistics shall be supplied by the caretaker of CMPDI, which shall be duly received by the Contractor and at the end of work, the same shall be returned back to the caretaker or any authorized representative of the company. In case of shortage / damage of items without reasonable ground, the cost thereof shall be payable by the Contractor to the company.

#### **Custody and Care :**

The Contractor shall have to take care of all furniture, utensils, crockeries, equipments, refrigerators and all other things supplied by CMPDI and the responsibility of the Vendor / contractor shall include the following :-

- (a) To maintain proper inventory of all items up to date and produce the same to the Officer-in-charge for counter signature. The inventory register shall also be subject to check at any time during the contract period.
- (b) Any loss or damage shall be recorded in a loss and damage register to be maintained by the contractor and each entry to be got counter signed by the Officer-in-charge designated for the purpose by the management. The breakage will be replaced by the agency immediately.
- (c) Make, Size, Shape and model of replaced items shall be absolutely the same of the original lost / damaged / stolen items to the extent possible.
- (d) In case of repeated and frequent theft / loss / damage and non-compliance of (b) & (c) above, the agency shall be imposed suitable penalty as decided by the Department and may also result in termination of the contract.
- (e) Any breakage / damage of items, caused by any guest, shall be replaced by the Department after proper verification and authentication by the Departmental Officer-in-charge.
- (f) After natural life is over, the old items shall be replaced by the Department on depositing the same to the Department as per the inventory register.

The timetable and menu are as given below :

#### **A. Bed Tea :**

Bed tea will be provided in the bedrooms in thermos flask / tea pot or electrical kettle ( if provided by CMPDI ). Only green leaf / tea bags, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality of biscuits.

**B. Breakfast :**

Breakfast in the dining room for the participants, guests and faculty members shall be as per the approved menu.

**C. Tea / Coffee during tea break :**

Tea / Coffee will be provided in the pantry adjacent to classroom in thermos flask / tea pot. Only green leaf / tea bags / coffee, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality biscuits.

**D. Lunch / Dinner :**

Lunch / Dinner in the dining hall shall be served in buffet or banquet style as per the direction of Officer-in-charge in accordance with the approved menu.

The entire foodstuff, as per approved menu, will be kept in food warmer neatly with cloth napkin and cutlery. Soup will be served in a soup bowl with soup spoon to each guest / participant. Food like roti, chapati, nan, tandoori roti etc. will be kept in a serving basket and will be served individually with forceps.

A team of waiters led by steward will always be made available to supervise and monitor lunch, dinner or snacks. Regular replenishment of foodstuffs will be done by the waiters.

It's the duty of a steward to ensure that the foodstuffs are warm enough in food warmer. After completion of breakfast / lunch / dinner, used plates, utensils etc. are to be stored in a tub provided at the corner.

Drinking water will be kept on the table in neat drinking glasses, each glass covered with a coaster. A waiter will be posted at the side to remove all the used plates and glasses from the table.

Desert shall be served in a sweet dish bowl with teaspoon. Wash - basin, Soap cake / liquid soap along with lemon - bowl and fresh towel will be provided at the dinning hall for washing / hand washing purpose. A tray of dry sounf, tablet - misry and sugar - coated sounf with toothpick will be served to each and every participant / Guest.

**Before every lunch and dinner, the dining hall shall be properly cleaned and sprayed with room freshener.**

**E. Evening Tea with Snacks :**

Evening tea along with snacks will be served in the dining hall as per the approved menu.

**F.** At the end of the day of training, the vendor / contractor has to submit a feed back ( i.e. Excellent, Very good & good ) from the guests regarding quality of food and service provided in each activity. "Excellent" rating would be desirable. However, 50% "Very Good" rating of the participants in any calendar month, would be the minimum acceptable level. If the more than 50% rating goes below "Very Good"; a penalty amounting up to 10% of the gross value of the bill of catering services (variables) for the month will be imposed on contractor and this amount shall be deducted from their running bills.

Normally breakfast, lunch, dinner & evening snacks will not be served in the bed rooms, except in case of sick & ill participants or VIP guests as per the instructions of the Officer-in-charge of the Department.

Meals for sick & ill participants / guests will be served as per doctor's advice sent through the competent authority or as desired by the participants / guests. The convenience of guests will get prominence in such cases.

**All the garbage, left out food etc. shall be removed by the Contractor to the pre decided place.**

## **MENU FOR REGULAR TRAININGS**

1. **Bed Tea** : From : 6.00 AM to 7.00 AM ( Room Service )
  - (a) Tea [ 125 ml. with milk ] and two pcs. approved quality of biscuits
2. **Breakfast** : From : 8.00 AM to 9.00 AM.
  - (a) Good quality seasonal fruit (preferably changed daily) with
  - (b) Cornflakes with Milk with
  - (c) Bread Toast with Butter / jam and eggs ( 2 nos. ) as per order, Idli Sambher / Aloo paratha / Muli Paratha / Gobhi Paratha / with curd OR Puri with sabzee, Masala Dosa with sambher & chutney, Sambher Wada, Uttapam / Upma with Chutney - Sambher etc. or other breakfast with permission of Officer-in-charge - all in sufficient quantity.
  - (d) Tea or Coffee. [ 125 ml. with milk ]
3. **Tea / Coffee during tea break** :  
**Two times ( From : 11.15 AM to 11.30 AM & From : 3.15 PM to 3.30 PM )**
  - (a) Tea or Coffee. [ 125 ml. with milk ]
  - (b) Approved quality biscuits
4. **Lunch** : From : 1.00 PM to 2.00 PM
  - (a) Vegetarian Soup
  - (b) Nan / Roti / Paratha / kulcha / Tandoori Roti / Rumali Roti.
  - (c) Plain Rice / Pulao / Fried Rice
  - (d) Non Veg. one item ( Chicken / Mutton / Fish )
  - (e) Dal / Fried Dal / Rajma - in variety
  - (f) One curry preparation of Paneer viz. paneer pasanda, palak paneer, paneer butter masala or other preparation.
  - (g) Two type of Seasonal Vegetables
  - (h) Chutney
  - (i) Pickle
  - (j) Salad
  - (k) Sweet Dish 125 gms. of high quality [ Ice - cream / Indian Sweets ( two pieces ) / fruit salad / fruit custard / Gajar halwa [ Average 125 gms. ]
  - (l) Dahi / Raita
  - (m) Papad.

**5. Evening Tea with snacks** : From : 5.30 PM to 6.30 PM

Tea and coffee with Snacks ( Pakora / Samosa / Sandwiches etc. ) [ 2 nos. ] along with tomato sauce.

**6. Dinner** : From : 8.30 PM to 9.30 PM

- (a) Vegetarian Soup
- (b) Nan / Roti / Paratha / Kulcha / Tandoori Roti / Rumali Roti
- (c) Plain Rice / Pulao / Fried Rice
- (d) Non veg. one item ( Chicken / Mutton / Fish )
- (e) Dal / Fried Dal / Rajma
- (f) One curry preparation of Paneer viz paneer pasanda, palak paneer, paneer butter masala or other preparation
- (g) Two type of Seasonal vegetables
- (h) Chutney
- (i) Pickle
- (j) Salad
- (k) Sweet Dish 125 gms. of high quality [ Ice - cream / Indian Sweets ( two pieces ) / fruit salad / fruit custard / Gajar halwa [ Average 125 gms. ]
- (l) Dahi / Raita
- (m) Papad.

**NOTE :** Above mentioned Timings are subject to change by the Officer-in-charge of the Department.

**A day wise sample menu for a week, which may change as per the requirement by the instruction of the Officer-in-charge, is given below :-**

**a) MONDAY**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Veg. Sweet Corn Soup	1. Dhokla	1. Onion Soup
2.	Egg to order	2. Chicken Butter Masala	2. Tea / Coffee	2. Fish Tomato
3.	Bread, Butter, Jam	3. Paneer Butter Masala		3. Aloo Dum
4.	Fruits ( Papaya )	4. Navratan Corma		4. Dry Vegetable
5.	Idli + Sambher + Chutney	5. One Dry Vegetable		5. Palak Mushroom
6.	Tea / Coffee	6. Boiled Vegetable		6. Boiled Vegetable
		7. Dal ( Channa fried )		7. Dal ( Rahar )
		8. Jeera fried Rice		8. Rice
		9. Tandoori Roti		9. Phulka Roti
		10. Raita Mix.		10. Curd
		11. Pickle		11. Pickle
		12. Chutney		12. Chutney
		13. Papad		13. Papad
		14. Green Salad		14. Green Salad
		15. Ras Malai		15. Gulab Jamun

**TUESDAY**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Cream Tomato Soup	1. Aloo Chop	1. Vegetable Soup
2.	Egg to order	2. Mutton Roghan Josh	2. Tea / Coffee	2. Chicken Curry
3.	Bread, Butter, Jam	3. Mutter Paneer ( Safo )		3. Paneer Kofta
4.	Fruits ( Banana )	4. Capsicum Stuffed		4. Aloo and pea
5.	Chhola Batora	5. One Dry Vegetable		5. Vegetable Manchurian
6.	Tea / Coffee	6. Boiled Vegetable		6. Boiled Vegetable
		7. Dal ( Makhany )		7. Dal ( Mix. )
		8. Rice		8. Rice
		9. Kulcha / Butter Gulcha		9. Phulka / Paratha
		10. Mix. Raita		10. Curd
		11. Pickle		11. Pickle
		12. Chutney		12. Chutney
		13. Papad		13. Papad
		14. Salad ( Russian )		14. Green Salad
		15. Kesher Bhog		15. Mix. fruit with Ice cream

**b) WEDNESDAY**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Mushroom Soup	1. AlooTikka Chat	1. Cantoness Soup
2.	Egg to order	2. Chicken Biryani	2. Tea / Coffee	2. Fish Fry
3.	Bread, Butter, Jam	3. Mutton Curry		3. Paneer Pasanda
4.	Masala Dosa, Sambher, Chutney	4. Vegetable Biryani with Paneer		4. Manchurian
5.	Fruit ( Apple )	5. Aloo Dum Kashmiri		5. Aloo Palak / Aloo Methi
6.	Tea / Coffee	6. Mix. Vegetable		6. Boiled Vegetable
		7. Rice		7. Dal
		8. Phulka / Roti		8. Rice
		9. Raita		9. Kulcha
		10. Pickle		10. Curd
		11. Chutney		11. Pickle
		12. Papad		12. Chutney
		13. Green Salad		13. Green Salad
		14. Ice - Cream ( Butter Scotch )		14. Papad
				15. Carrot Kheer

**c) THURSDAY**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Minestrone Soup	1. Vegetable Samosa	1. Vegetable Clear Soup
2.	Egg to order	2. Chicken Tikka & Masala	2. Tea / Coffee	2. Mutton Kassa dry
3.	Bread, Butter, Jam	3. Mutter + Mushroom		3. Paneer Capsicum
4.	Fruit ( Santra / Mausami )	4. Mix. Vegetable with Paneer		Tomato
5.	Kachauri + Channa + Aloo subjee	5. One Dry Vegetable ( Seasonal )		4. Vegetable Kofta
Seasonal )		6. Boiled Vegetable		5. Dry Vegetable (
6.	Tea / Coffee	7. Dal Makhani		6. Boiled
Vegetable		8. Vegetable Polao		7. Dal ( Channa
fried )		9. Butter Nan		8. Rice
Phulka		10. Curd		9. Rumali Roti /
		11. Pickle	10. Raita Mix.	
		12. Chutney	11. Pickle	12. Chutney
		13. Green Salad		13. Green Salad
		14. Kala Jamun		14. Papad
				15. Moong Halwa

**d)**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Cream Tomato Soup	1. Veg. Roll / Paneer Roll	1. Mix. Hot and
2.	Egg to order	2. Chicken Do Pyaja	2. Tea / Coffee	Sour Soup
3.	Bread, Butter, Jam	3. Paneer Do Pyaja		2. Chicken Chilly
4.	Vegetable Uttapam / Onion Uttapam / Sambhar, Chutney	4. Rajma		dry ( Boneless )
Vegetable		5. One Dry Vegetable ( Seasonal )	3. Paneer Chilly dry	
5.	Fruit ( Tarbooja, Mango )	6. Boiled Vegetable	4. Green	
Rice		7. Dal Rahar		5. Vegetable fried
6.	Tea / Coffee	8. Rice Jeera		6. Vegetable
Hakka Noodle		9. Nan / Butter Nan		7. Vegetable
Manchurian		10. Dahi Bada		8. Vegetable
Chowmen		11. Pickle	9. Ice - Cream	
		12. Chutney	( Keshar Pista )	
		13. Papad		
		14. Green Salad		
		15. Rasgulla		

**e) SATURDAY**

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Sweet Corn Soup	1. Bread Chop	1. Minestrone Soup
2.	Egg to order	2. Chicken Tandoori Dry	2. Tea / Coffee	2. Paneer Butter Masala
3.	Bread, Butter, Jam	3. Mushroom Capsicum		3. Chicken fried
4.	Fruit ( Mango / Tarbooja )	4. Vegetable Curry		4. Mix. Vegetable
5.	Pao Bhaji	5. One Dry Vegetable		5. Boiled Vegetable
6.	Tea / Coffee	6. Boiled Vegetable		6. One Dry Vegetable
		7. Dal ( Rahar )		7. Rice
		8. Vegetable Polao		8. Dal Channa
		9. Tandoori Paratha		9. Roti / Phulka
		10. Raita Mix.		10. Pickle
		11. Pickle		11. Chutney
		12. Chutney		12. Green Salad
		13. Ankur Salad with Aloo Chat		13. Papad
		14. Papad		14. Rice Kheerwith
		15. Gulab Jamun		( Kaju + Kismis )

## a. SUNDAY

<u>Sl.No.</u>	<u>BREAKFAST</u>	<u>LUNCH</u>	<u>EVENING SNACKS</u>	<u>DINNER</u>
1.	Cornflakes, Milk	1. Contony Soup	1. Vegetable Cutlet	1. Vegetable Soup
2.	Egg to order	2. Fish Fry	2. Tea / Coffee	2. Chicken Stew
3.	Bread, Butter, Jam	3. Paneer Kofta		3. Paneer Capsicum
4.	Fruit ( Mango / Tarbooja )	4. Rajma		Tomato
5.	Pao Bhaji	5. One Dry Vegetable ( Seasonal )		4. Aloo + Mutter
6.	Tea / Coffee	6. Boiled Vegetable		Curry
		7. Dal ( Rahar )		5. Boiled Vegetable
		8. Rice		6. One Dry Vegetable
		9. Phulka / Roti		( Seasonal )
		10. Curd		7. Dal Channa
		11. Pickle		8. Rice
		12. Chutney		9. Mutter Kachouri
		13. Papad		10. Raita
		14. Salad		11. Pickle
		15. Rasgulla ( White )		12. Chutney
				13. Papad
				14. Green Salad
				15. Sewai with Kaju + Kismis

### Note :

**A.** In case of Vegetarian food, where subjee are made in combination of paneer or mushroom etc., the ratio should be 50% each. The details of such subjee are given below :-

1. Aloo Mushroom , Mutter Mushroom, Palak Mushroom, Paneer Mushroom, Mutter Paneer, Aloo Gobhi, Palak Paneer, Aloo Patal, Aloo Mutter, Aloo Kathal, Aloo Palak etc.
2. Onion Pakora in Palak Gravy, Veg. Kofta in Palak Gravy, Gatta Curry, Palak in Red Gravy, Veg. Manchurian, Navratan Korma etc.
3. **Vegetable fried / Bhujia Dry**  
Bhindi / Bhindi Onion, Patal, Louki Palak, Aloo Methi, Aloo Gobhi, Aloo Patal, Sean, Mix Vegetable, Green Pea Masala, beans Coconut, etc. & Boiled Vegetable ( Beans + Gajar + Phool Gobhi ).
4. Curd, wherever it is mentioned in the above menu, may be replaced by Raita or Curd Rice, as and when required / instructed.

**B.** Cooking media should be : Butter ( Ammul, Britannia, Nutralite ), Refined oil ( Saffola, Sunflower, Sundrop ), Mustard Oil ( Engine, Elephant ), Masala ( MDH, Everest ), Atta ( Asirwad, Sakti Bhog ), Sauce ( Kissan, Maggi ), Rice ( Kohinoor, Lal kila, Noorjaha ), Acchar ( Nilons, Lal's ), Jam ( Kissan, Lal's ), Tea ( Lipton Green Label, leaf, Lupchu leaf ), Biscuit ( Britannia : Marie Gold, Good day ), Paneer ( Ammul, Sudha & Dinshaw in sealed condition ), Powder milk ( Britannia, Everyday ), Diary Milk ( Ammul, Sudha ), Ice Cream ( Ammul, Vadilal, Dinshaw ) of recommended brands of reputed makes.

**C.** The source of procurement of Sweet ( in case if it is procured from outside ), Chicken and mutton shall have to be got approved from in charge of STC.

**In case of non-availability of the above mentioned brands in the market, the contractor may use alternative brand with the prior approval of the competent authority of CMPDI.**

**D.** Coal / charcoal / wood, as fuel for cooking, should not be used by the contractor.

**E.** Surprise checks on the cooking media and / or the foods under preparation at the kitchen / works / cooking place of the contractor will be conducted by the authorized representatives of CMPDI and if at any point of time, it is noticed that any brand other than the specified / approved one is found in the store or stale or rotten items are being prepared, 10 % of the total amount of the preceding period for the catering of that particular group of guests or Rs.5,000.00 ( Rs. Five thousand ), whichever is more, will be recovered from the R / A Bill of that month of the contractor.

**F.** The contractor will be intimated by CMPDI over phone and / or in writing for the following at least 24 hours in advance :

1. The number of guests to be attended
2. The number of days and
3. The menu to be served as per the Scope of Work.

**G.** CMPDI does not guarantee any participant days ( i.e. no. of participants x no. of days ) for the whole contract period of one year.

## MENU FOR SPECIAL OCCASIONS

<b>LUNCH / DINNER ( Consists of following items ) :</b>
Soup ( Veg. / Non-veg. )
1 Non-Veg. in Main Course ( Chicken / Mutton / Fish )
1 Paneer Preparation
2 Seasonal Vegetables
1 Dal ( Yellow / Makhani )
1 Rice / Biryani
Tandoori Paratha / Roti
Raita of Choice
2 Varieties of Salads
Achar / Papad
2 Desserts
<b>LUNCH / DINNER WITH SNACKS ( Consists of following items ) :</b>
1 Welcome Drinks
2 Non-Veg. Starters ( Chicken / Mutton / Fish )
2 Veg. Starters
1 Soup
3 Salads
2 Non-Veg. Main Courses
3 Indian Main Courses
Dal ( Yellow / Makhani )
Rice
Assorted Breads & Basic Condiments
2 Desserts
<b>LUNCH / DINNER PACKETS( Consists of following items ) :</b>
1 Non - Veg.
1 Paneer item ( For Veg. )
1 Seasonal Veg.
Fried Rice
Roti / Kulcha
Salad, Achar
Dal
1 Dessert

## **DUTIES / RESPONSIBILITIES OF CMPDI & CONTRACTOR**

SL . NO.	<b>D U T I E S / R E S P O N S I B I L I T I E S</b>	
	<b>C M P D I</b>	<b>C O N T R A C T O R</b>
1.	<p>The contractor will be intimated by CMPDI over phone and / or in writing for the following at least 24 hours in advance :</p> <ol style="list-style-type: none"> <li>1. The number of guests to be attended</li> <li>2. The number of days and</li> <li>3. The menu to be served, as per the Scope of Work.</li> </ol>	<p>As and when intimated by CMPDI, the Contractor shall provide Tea / Breakfast / lunch / dinner / Snacks etc to the guests at Chummary / STC Hostel as per the time table and menu given in the Tender document.</p> <p>Contractor shall provide Tea / Breakfast / lunch / dinner / Snacks etc., as per the following way :-</p> <p><b>Supply of cooked food and serving the same to the guests</b></p>
2.	<p>Dining hall, store, all the related spaces, etc, <b>as decided by CMPDI</b>, will be provided by CMPDI.</p>	<p>The dining hall, store, all the related spaces etc. shall be maintained by the Contractor in a <b>clean and hygienic condition with properly trained and specialized staff</b>.</p> <p>Any staff deployed in the dining hall should wear neat white apron &amp; chef cap and they should change over to washable rubber slipper provided by the Contractor before entering the dining hall portion. They should be medically sound, neat and clean and nails trimmed with pleasant manner &amp; look. The waiters shall be in approved uniform in approved style and shall wear rubber shoes.</p> <p>Shaving, trimming of nails ( Hands &amp; foot ) and bathing every day will be compulsory for all the bearers, cooks and other employees deployed by the Contractor.</p>
3.		<p><b>Fuel for cooking will be arranged by the Contractor.</b></p> <p><b>Coal / charcoal / wood, as fuel for cooking, should not be used by the contractor.</b></p>

SL . NO.	DUTIES / RESPONSIBILITIES	
	C M P D I	C O N T R A C T O R
4.	Completion period of the contract will be indicated in the work order or will be decided by the Officer-in-charge of CMPDI.	After completion of the contract period, the Contractor shall have to clean, vacate and hand over to CMPDI the Dining hall, store, utensils, crockery, furniture etc., supplied / provided by CMPDI.
5.	All the required furniture, utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators and all other things, <b>as decided by CMPDI</b> , will be provided by CMPDI.  Any breakage / damage of items, caused by any guest, shall be replaced by the Department after proper verification and authentication by the Departmental Officer-in-charge.	<p><b><u>Custody and Care :</u></b></p> <p>The contractor shall have to take the <b>custody</b> of all utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators, furniture and all other things, as decided and provided by CMPDI and the responsibility of the contractor shall include the following :-</p> <p>(a) All the required utensils, crockery, cutleries, tea pot, thermos flask, equipments, refrigerators, furniture and all other things, provided by CMPDI, will be maintained by the Contractor in a <b>stainless &amp; hygienic condition all the time</b>.</p> <p>(b) The interior of refrigerator, deep freezer etc. will be periodically cleaned.</p> <p>(c) Required linens ( Such as : Cloth napkins, Towels, Table cloths, Table covers etc. ) will be provided and maintained by the Contractor.</p> <p>(d) To maintain proper inventory of all items up to date and produce the same to the Officer-in-charge for counter signature. The inventory register shall also be subject to check at any time during the contract period.</p> <p>(e) Any loss or damage shall be recorded in a loss and damage register to be maintained by the contractor and each entry to be got counter signed by the Officer-in-charge designated for the purpose by the management. The breakage will be replaced by the agency immediately.</p> <p>(f) Make, Size, Shape and model of replaced items</p>

SL . NO.	DUTIES / RESPONSIBILITIES	
	C M P D I	C O N T R A C T O R
		<p>shall be absolutely the same of the original lost / damaged / stolen items to the extent possible.</p> <p>(g) In case of repeated and frequent theft / loss / damage and non-compliance of (e) &amp; (f) above, the agency shall be imposed suitable penalty as decided by the Department and may also result in termination of the contract.</p> <p>(h) After natural life is over, the old items shall be replaced by the Department on depositing the same to the Department as per the inventory register.</p>
6.		<p><b><u>Services to be provided :</u></b></p> <p><b><u>A. Bed Tea :</u></b> Bed tea will be provided in the bedrooms in thermos flask / tea pot or electrical kettle ( if provided by CMPDI ). Only green leaf / tea bags, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality of biscuits.</p> <p><b><u>B. Breakfast :</u></b> Breakfast in the dining room for the participants, guests and faculty members shall be as per the approved menu.</p> <p><b><u>C. Tea / Coffee during tea break :</u></b> Tea / Coffee will be provided in the pantry adjacent to classroom in thermos flask / tea pot. Only green leaf / tea bags / coffee, fresh or powder milk in sachets will be provided along with sugar cubes / bags and two approved quality biscuits.</p> <p><b><u>D. Lunch / Dinner :</u></b> Lunch / Dinner in the dining hall shall be served in buffet or banquet style as per direction of the Officer-in-charge in accordance with the approved menu. The entire foodstuff, as per approved menu, will be kept in food warmer neatly with cloth napkin and cutlery. Soup will be served in a soup bowl with soup spoon to each guest / participant. Food like roti, chapati, nan, tandoori roti etc. will be kept in a serving basket and will be served individually with forceps. A team of waiters led by steward will always be made</p>

SL . NO.	DUTIES / RESPONSIBILITIES	
	C M P D I	C O N T R A C T O R
		<p>available to supervise and monitor lunch, dinner or snacks. Regular replenishment of foodstuffs will be done by the waiters.</p> <p>It's the duty of a steward to ensure that the foodstuffs are warm enough in food warmer. After completion of breakfast / lunch / dinner, used plates, utensils etc. are to be stored in a tub provided at the corner. Drinking water will be kept on the table in neat drinking glasses, each glass covered with a coaster. A waiter will be posted at the side to remove all the used plates and glasses from the table.</p> <p>Desert shall be served in a sweet dish bowl with teaspoon. Wash - basin, Soap cake / liquid soap along with lemon - bowl and fresh towel will be provided at the dinning hall for washing / hand washing. A tray of dry sounf, tablet - misry and sugar - coated sounf with toothpick will be served to each and every participant / Guest.</p> <p><b>Before every lunch and dinner, the dining hall shall be properly cleaned and sprayed with room freshener.</b></p> <p><b>E. Evening Tea with Snacks :</b> Evening tea along with snacks will be served in the dining hall as per the approved menu.</p> <p><b>NOTE :</b> Normally breakfast, lunch, dinner &amp; evening snacks will not be served in the bed rooms, except in case of sick &amp; ill participants or VIP guests as per the instructions of the Officer-in-charge of the Department.</p> <p>Meals for sick &amp; ill participants / guests will be served as per doctor's advice sent through the competent authority or as desired by the participants / guests.</p> <p><b>All the garbage, left out food etc shall be removed by the Contractor to the pre decided place.</b></p>
7.	<p><b>Surprise checks on the cooking media and / or the foods under preparation at the kitchen / works / cooking place of the contractor will be conducted by the authorized representatives of CMPDI and If at any point of time, it is noticed that any brand other than the specified / approved one is found in the store or stale or rotten items are being prepared, 10 % of the total amount of the preceding period for the catering of that particular</b></p>	<p><b>PREPARATION OF VEGETARIAN FOOD :</b> In case of Vegetarian food where subjee are made in combination of paneer or mushroom etc the ratio should be 50% each. The details of such subjee are given below :-</p> <ol style="list-style-type: none"> <li>1. Aloo Mushroom, Mutter Mushroom, Palak Mushroom, Paneer Mushroom, Mutter Paneer, Aloo Gobhi, Palak Paneer, Aloo Patal, Aloo Mutter, Aloo Kathal, Aloo Palak etc.</li> <li>2. Onion Pakora in Palak Gravy, Veg. Kofta in Palak</li> </ol>

SL . NO.	DUTIES / RESPONSIBILITIES	
	C M P D I	C O N T R A C T O R
	<p>group of guests or Rs.5,000.00 ( Rs. Five thousand ), whichever is more, will be recovered from the R / A Bill of that month of the contractor.</p>	<p>Gravy, Gatta Curry, Palak in Red gravy, Veg. Manchurian, Navratan Korma etc.</p> <p>3. <b>Vegetable fried / Bhujia Dry</b>            Bhindi / Bhindi Onion, Patal, Louki Palak, Aloo Methi, Aloo Gobhi, Aloo Patal, Sean, Mix Vegetable, Green Pea Masala, beans Coconut, etc. &amp; Boiled Vegetable ( Beans + Gajar + Phool Gobhi )</p> <p><b><u>COOKING MEDIA :</u></b></p> <p>Cooking media should be : Butter ( Ammul, Britannia, Nutralite ), Refined oil ( Saffola, Sunflower, Sundrop ), Mustard Oil ( Engine, Elephant ), Masala ( MDH, Everest ), Atta ( Asirwad, Sakti Bhog ), Sauce ( Kissan, Maggi ), Rice ( Kohinoor, Lal kila, Noorjaha ), Acchar ( Nilons, Lal's ), Jam ( Kissan, Lal's ), Tea ( Lipton Green Label, leaf, Lupchu leaf ), Biscuit ( Britania : Marie Gold, Good day ), Paneer ( Ammul, Sudha &amp; Dinshaw in sealed condition ), Powder milk ( Britania, Everyday ), Diary Milk ( Ammul, Sudha ), Ice Cream ( Ammul, Vadilal, Dinshaw ) of recommended brands of reputed makes.</p> <p><b><u>SOURCE / BRAND FOR PROCUREMENT :</u></b></p> <p>The source of procurement of Sweet ( in case if it is procured from outside ), Chicken and mutton shall have to be got approved from the in - charge of STC. In case of non-availability of the approved brands in the market, the contractor may use alternative brands with the prior approval of the competent authority of CMPDI.</p>