



**cmpdi**

*A Mini Ratna Company*

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## **TENDER DOCUMENT**

**FOR**

**Setting up of an Integrated Community Health Service Center- Jan Clinic at Patratu Block of Ramgarh District under CSR works of CMPDI, RI-3, Ranchi**



**JANUARY 2021**

**Central Mine Planning and Design Institute Ltd.**

**(A Subsidiary of Coal India Ltd.)**

**Regional Institute –III, CMPDI Complex, Kanke Road**

**Ranchi – 834008, (Jharkhand).**



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल मार्झन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इंडिया लिमिटेड की अनुबंधी कम्पनी / भारत सरकार का एक लोक उपक्रम)

गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखण्ड (भारत)  
**Central Mine Planning & Design Institute Limited**

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
Corporate Identity Number (CIN): U14292JH1975GO1001223

## E-TENDER NOTICE

**For the work of : Setting up of an Integrated Community Health Service Center- Jan Clinic at Patratu Block of Ramgarh District under CSR works of CMPDI, RI-3, Ranchi for the year 2020-2021**

**TENDER NOTICE NO. : CMPDI/RI-3/P&A/NIT/CSR/2021/1536 dt 04.01.2021**

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:

Description of work	Estimated Cost Value (ECV) of Work <b>Including GST</b> (In Rs.)	EMD	Period of Completion (In days)
<b>Setting up of an Integrated Community Health Service Center- Jan Clinic at Patratu Block of Ramgarh District under CSR works of CMPDI, RI-3, Ranchi</b>	17,48,667.00	NIL	365 days
Tender inviting authority	<b>Contact Person</b>		
Suman Rastogi, HOD (P&A), CMPDI RI III, Ranchi-834008, Contact No. 8987788937 (Mob).	Satyendra Singh, Chief Manager (Civil), CMPDI RI-III, Ranchi-834008, Contact No. 8235903689 (Mob).		

Note: Estimate of tender is primarily based current market rate of different activities including the impact of GST. The agencies are advised to quote the item rate price as per current market rate excluding the impact of GST.

**1. Time Schedule of Tender:**

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

**Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.12 of NIT.**

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> and <https://gem.gov.in>

**NOTE: End user portal agreement of CIL is applicable for CMPDI also.**

# SECTION – I

## Detailed E-Tender Notice

## **DETAILED E-TENDER NOTICE**

### **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 Value (ECV) of Work Including GST (In Rs.)</b>	<b>EMD</b>	<b>Completion Period</b>
<b>Setting up of an Integrated Community Health Service Center- Jan Clinic at Patratu Block of Ramgarh District under CSR works of CMPDI, RI-3, Ranchi</b>	<b>17,48,667.00</b>	<b>NIL</b>	<b>365 days</b>

**Note:** Estimate of tender is primarily based current market rate of different activities including the impact of GST. The agencies are advised to quote the item rate price as per current market rate excluding the impact of GST.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
Suman Rastogi, HOD (P&A), CMPDI RI III, Ranchi-834008, Contact No. 8987788937 (Mob).	Satyendra Singh, Chief Manager (Civil), CMPDI RI-III, Ranchi-834008, Contact No. 8235903689 (Mob).

### **2. Time Schedule of Activities:**

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

**NOTE (Important):**

- i. If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs:
  - a. Last date of submission of Bid
  - b. Date of opening of Tender
- ii. 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.
- iii. This extension will be also applicable in case of receipt of zero bid.
- iv. There will be no physical / manual sale of the Tender Document.
- v. There is no tender fee and the bidders can download the Tender Document free of cost.
- vi. Bidders are advised to download the complete set of the Tender Document, including the tender details.

**3.**

The bidder shall furnish, as part of his bid, a Bid Securing Declaration in annexure A-1 along with LOB accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other defaults which attract forfeiture of EMD as defined in the request for bids document, they will be banned for two years from the being eligible to submit Bids in CIL and its subsidiaries. This banning shall be done under the provisions of the NIT with the approval of Tender Approving Authority with intimation to all concerned and online blocking of the bidder shall be done on receipt of written communication from the Tender Inviting Authority by Application Admin of CIL e-Procurement portal.

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

**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, or company registered under company's act having eligibility to participate as per eligibility criteria stipulated in **Clause No: 8** of the NIT.

**NOTE: No Joint Venture shall be allowed for participation in the bid**

### **8. A. Eligibility Criteria:**

#### ***8.1 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.

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

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

#### **Technical evaluation by the System:**

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

#### ***8.2 Goods and Service Tax (Not Applicable for Exempted Services):***

The bidder should be either

**GST Registered Bidder under regular scheme**

**OR**

**GST Registered Bidder under composition scheme**

**OR**

**GST unregistered Bidder**

**In respect of the above eligibility criteria the bidder is required to furnish the following information online:**

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

**Scanned copy of documents to be uploaded by bidders in support of information/declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document**

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

**a) Status: GST registered Bidder under regular scheme**

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

**b) Status: GST registered Bidder under composition scheme**

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

**c) Status: GST unregistered bidder:**

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

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

**8.3 *Digital Signature Certificate (DSC):***

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

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

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

However

If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder

**8.4 *Provident Fund:***

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

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

Copy of Provident Fund Registration Certificate issued by Govt. Dept of any Indian State

**8.5 *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.

***8.6 Legal Status of the bidder:***

The firm should be registered under the Society Act / Company Act or Partnership / Proprietary / Trust

**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.

***B. 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

**Data to be furnished by Bidder 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

**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.

For (iii), the confirmatory documents will be downloaded and evaluated by Tender Committee. The outcome is to be uploaded on line in Confirmatory Document page.

***8.7 Qualification Information:***

To qualify for the work as mentioned in the NIT the tenderers should have capability to work in the field of Health Service operations.

The Bidder should submit proof of availability of required manpower for running such center in the form of CVs of MBBS(01 no), Lab technician(01 no), ANM(01 no), Pharmacist(01 no).

#### **8.8 Availability of Online Monitoring Portal:**

The Bidder should have an Online monitoring portal for CMPDI to monitor day to day activities. Proof of the same has to be uploaded.

#### **8.9 Declaration for operation of Integrated Community Health Service Center:**

The Bidder should agree to run the Centre in Revenue Model from start of operation to at least one year. Operation support fund is available only for 6 months after that, up to at-least six months bidder will keep the center running. Undertaking for the same has to be uploaded.

#### **8.10 Purchase preference to “Micro & Small Enterprises (MSEs)”, “START-Ups” & “Make in India” will be applicable as per Government of India guidelines issued from time to time subject to the following:**

- a) Offer is techno-commercially acceptable.
- b) Quoting Price within band of L1+15%.
- c) In case the firm is not L1, they will have to match the accepted L1 price. (L1 price is the lowest price quoted by the Techno-Commercially qualified bidder).
- d) The MSEs are required to submit copy of documentary evidence, issued by the registering authority on whether they are Small Enterprise or Micro Enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 read with latest guidelines / clarifications provided by Ministry of MSME.

Preference will be applicable to the Micro & Small Enterprises, as under, as per provision of “Public Procurement Policy for Micro and Small (MSEs) Order, 2012” and the Govt. of India guidelines issued from time to time, including the latest amendment issued vide F. No. 21 (8)/2018-MA Dated 09.11.2018:

“MSEs quoting price within price band of L1+15 percent shall be allowed to supply a portion upto 25% of requirement by bringing down their price to L1 price, where L1 is non MSEs. Out of the said 25%, 5% is earmarked for MSEs owned by Scheduled Cast/ Scheduled Tribe (SC/ST) entrepreneurs and 3% is earmarked for women owned MSEs”.

The vendors should confirm their MSE Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notarized copy of the complete set of valid registration certificate with their offer. NB:

- i. The above mentioned purchase preference will not be applicable for the items, which are not covered under MSME registration.
- ii. To avail the benefits as per Public Procurement Policy for MSEs order 2012, MSE bidders must register their Udyog Aadhar Memorandum (UAM) number issued by MSME on the CPPP portal.
- iii. The MSME Bidders should enroll their name in the Coal India e-Procurement portal as “Preferential Bidder” either by modifying their profile or while making “On line Bidder enrolment”. The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy Order, 2012.

Any MSE registered with District Industry Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or

Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME will get the benefits of public procurement policy order,2012.

v. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dtd.25.07.2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subsequent amendments, if any.

vi. Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.

**If bidder participate as Joint Venture (JV) the benefits as per Public Procurement Policy for MSEs Order 2012 shall not be applicable for them.**

## **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. **The bidder is one whose name will appear as bidder in the e-Procurement Portal.** 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. This User Portal Agreement will be part of NIT/Contract Document

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 single cover ie Cover-I.
- ii. Cover-I of the bid should contain the details as follows:
  - i)Letter of bid
  - ii)Information on Eligibility/ Qualifying criteria as detailed under **Clause No.8** including necessary scanned documents as elaborated there.
  - iv)Prices only in the Excel format as indicated in the Bid document.

### **9.3 *Confirmatory Documents:***

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

submitting the bid online.

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

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

### **CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS**

<b>Sl 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	Permanent Account Number (PAN)  (Ref. Clause No. 8.1 of NIT)	Copy of PAN card issued by Income Tax Department, Govt. of India.
2	Goods and Service Tax (Not Applicable for Exempted Goods/ Services)  (Ref. Clause No. 8.2 of NIT)	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>a) <b>Status: GST registered Bidder under regular scheme</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) <b>Status: GST registered Bidder under composition scheme</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) <b>Status: GST unregistered bidder -</b> <b>Document:</b> A Certificate having a Unique Document Identification Number (UDIN) 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>Note:</b> If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</p>

3	Digital Signature Certificate (Ref. Clause No. 8.3 of NIT)	<p>1. If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However</p> <p>2. If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder</p>
4	Provident Fund (Ref. Clause No 8.4 of NIT)	Copy of Provident Fund Registration Certificate issued by Govt. Dept of any Indian State.
5	Undertaking (Ref. Clause No. 8.5 of NIT)	<p>a) 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>).</p> <p>Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.</p> <p>b) <b>The contractor shall provide the undertakings that</b></p> <p style="padding-left: 40px;">" I/We undertake that no benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), has been availed. In the event of availing any benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), I/We will declare it to [ CMPDI] before any payment is released by [CMPDI] with respect to this Contract."</p> <p>c) In case of partnership firm, undertaking as per <a href="#">Annexure-A7</a>, is also to be submitted.</p>
6	Legal Status of the bidder (Ref. Clause No. 8.6 of NIT)	<p><u>Any one of the following documents:</u></p> <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 is required to submit written consent of all the partners to Arbitration clause).</b></p>
7	Qualification Information (Ref. Clause No. 8.7 of NIT)	<p>To qualify for the work as mentioned in the NIT the tenderers should have capability to work in the field of Health Service operations.</p> <p>The Bidder should submit proof of availability of required manpower for running such center in the form of CVs of MBBS(01 no), Lab technician(01 no), ANM(01 no), Pharmacist(01 no).</p>

8	Availability of Online Monitoring Portal (Ref. Clause No. 8.8 of NIT)	The Bidder should have an Online monitoring portal for CMPDI to monitor day to day activities. Undertaking for the same has to be uploaded.
9	Declaration for operation of Integrated Community Health Service Center (Ref. Clause No. 8.9 of NIT)	The Bidder should agree to Run the Centre in Revenue Model from start of operation to at least one year. Operation support fund is available only for 6 months after that, up to at-least six months bidder will keep the center running. Undertaking for the same has to be uploaded.
10	Micro and Small Enterprise (MSE) (Ref. Clause No. 8.10 of NIT)	If the bidder is MSEs / Start-Up / Make in India, they are required to upload all the required documents as per clause 3 and clause 8.10 of e-tender Notice. If the bidder is not MSE, then blank document needs to be uploaded.
11	Letter of Bid (LoB)	Letter of Bid (LoB) on the bidder's letter head, in prescribed format ( <a href="#">Annexure- A1</a> ).
12	Mandate Form for Electronic Fund Transfer.	Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per Annexure-A3).
Any other document to support the qualification information as submitted by bidder online.		
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.		

#### **9.4 *Letter of Bid:***

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

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

#### **NOTE:**

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to

the format of Letter of Bid uploaded by the department with NIT document, then the LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

#### **9.5 Price- Bid :**

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

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 under regular scheme
- II) GST Registered Bidder under composition scheme
- III) GST Unregistered Bidder.

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

#### **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>
<i>Jharkhand</i>	<i>CMPDI HQ</i>	<i>Ranchi</i>	<b>20AAACC7475N1ZI</b>

\* R.Is to provide their respective GSTIN details.

*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 bidder will be debarred for two year from participating in tenders in CIL/Subsidiary.

## **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 for a period of 04 (four) days:

- Last date of submission of Bid.
- 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 auto extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

**13. OPENING AND EVALUATION OF TENDER**

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

**13.2** Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

**13.3 Opening of bid:** Tender will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

**13.4 Tender evaluation:**

- A. After opening of bid, the documents submitted by L-1 bidder 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 L1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. 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.

- C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract. .
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and the bidder will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
- F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to G above.
- H. The process as mentioned at Cl. H shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- J. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above

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

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

Procuring entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

#### **15. 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.

## **16. QUALIFICATION OF THE BIDDER:**

16.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

16.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Cl. No.8 & 9 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

16.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

16.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

## **17. Site Visit:**

17.1 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.

17.2 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.

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

17.4 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.

## **18. Taxes and Duties:**

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) 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, if any, 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, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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

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

Input tax credit is to be availed by CIL/Subsidiary as per rule.

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

Note:

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by

the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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.

**19. 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.

**20. 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.

**21. Technical Specifications:**

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

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

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

**23. Commencement of Work:**

The contractor is asked to commence the work within 10(ten) days of issue of Letter of acceptance or after 7(seven) days of handing over of site whichever is later. In some cases, mostly in Specialised contracts / high value (above Rs.5 Crores) work, the work is to be commenced after execution of contract agreement. In such cases provision of a time limit of 30 days from the issue of LOA for start of work should be made in the work-order itself. 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(thirty) days' time, allowed by the department after the acceptance of the tender, will be considered as just cause for the cancellation of the award and they will be banned for two years from the being eligible to submit Bids in CIL and its subsidiaries.

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

**24. 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.

**25. 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.

**26. 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.

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

“Letter of Acceptance”- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

**28. 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.30](#) (Modification and Withdrawal of Bid) of NIT

**29. 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. 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:

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.

The bidder will be debarred for two years from participating in tenders in CIL/CMPDI

- 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.

### **30. Performance Security:**

31.1 Performance Security should be **3.00%** 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:** 30173232805,

**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 “Central Mine Planning and Design Institute Limited, Regional Institute, Ranchi” on any Scheduled Bank payable at its Branch at Ranchi.

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

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

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

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

31.2 3.00% Performance Security will be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

### **31. 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.

### **32. 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:

### **33. Notification of Award and Signing of Agreement:**

34.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the

Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

34.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

34.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business. The bidder will also banning from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

34.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online.

34.5 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

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

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

#### **34. 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.

**35. 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.

**36. 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.

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.

**Note-**

**The contractor shall provide the undertakings that**

**" I/We undertake that no benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), has been availed. In the event of availing any benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), I/We will declare it to [CMPDI] before any payment is released by [CMPDI] with respect to this Contract."**

### **37. 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.

### **38. 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).

### **39. 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 39.

- 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.

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

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

Contracts with Partnership firm/ Joint Venture:

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

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 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, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018".*

**40. 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.

NOTE : After getting the work, the contractor has to register his firm on Contract Labour Information Portal i.e CLIP (<https://www.coalindia.in> → Our People → CLIP) and thereafter update the detail of contractor's workers engaged by him on the said portal. The contractor will be liable to follow the guidelines and direction related to CLIP issued from time to time. This will be applicable apart from the provision of Contractor Labour (Regulation & Abolition) Act,1970 and Rules,1971 and also provisions of other labour laws.

**41. Employment of Labour**

44.1 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 may be in force.

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

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the 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 the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

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

44.3 The contractor's workmen shall be paid through Bank.

44.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

a. Work Order details

b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

44.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 45.1 shall stand amended to this extent before notification of bid.

**42.** The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

**HOD (P&A)**

**RI-III**

**SECTION – II**  
**ANNEXURES**

## 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.

**BID SECURITY DECLARATION:-** I/We hereby accept that If I/We withdraw or modify my/our bid during the period of validity, or if this bid be accepted & contract awarded to me/us, I/We agree to (i) sign the contract (ii) submit the Performance Security within 21 days of issue of letter of acceptance and (iii) to commence the work as per the terms of NIT/ 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 ban us for two years from being eligible to submit Bids in CIL and subsidiaries.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

## Annexure-A2

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

### Format of UNDERTAKING

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

1. I/ We am/ are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, 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 and banning/ delisting of our firm and all partners of the firm etc for a period of two years.
10. I/We,..... Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S. ...., solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery in.....(Name of Area(s)) of.....(Name of CIL/Subsidiary).
11. I/We undertake that no benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), has been availed. In the event of availing any benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMR PY), I/We will declare it to [ CMPDI] before any payment is released by [CMPDI] with respect to this Contract.

[\* Delete whichever is not applicable.]

## 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

**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 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 deposited a sum of Rs....., as 'Performance Security Deposit' 03% of the awarded work value. 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

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

1 Partner.  
2 Partner

Signature  
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

Signature

presence of -

1. Name:

Address:

Signature

**CONSENT TO ARBITRATION CLAUSE 16 and 16.1 OF GTC**  
**(Applicable in case of Partnership firm)**

We,.....(Name of Partners of Partnership Firm), partners of .....(Name of Partnership Firm) hereby consent to abide by the provisions of Clause 16 and 16.1 of General Terms and Conditions pertaining to arbitration.

(Name, Signature and Seal of Partners of Partnership Firm)

## **SECTION – III**

**GENERAL TERMS AND CONDITIONS, SPECIAL  
TERMS & CONDITIONS, TECHNICAL  
SPECIFICATION.**

## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS:**

- i. The word "Company" or "Employer" or "Owner" or "CMPDI" wherever occurs in the conditions, means the Central Mine Planning & Design Limited, represented at the headquarters of the Company by the Regional Director of the respective institute or their authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Contractor" wherever occurs means the successful Bidder who 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 and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iii. "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- iv. The term "subcontractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- v. 'Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company.
- vii. Engineer-in-Charge /Designated Officer-in-charge will be the HOD (P&A), RI-III, or his representative. In all cases ENGINEER-IN-CHARGE will be HOD (P&A), RI-III, Ranchi who will be responsible for supervising and administrating the Contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Engineer 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 Engineer-in-Charge/Designated Officer in Charge.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal Agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

- xi. 'Contract Price' shall mean the total sum arrived at, based on the individual rates quoted by the Bidder for the various items shown in the 'Bill of quantities' of the Tender Specification Documents as accepted by the Company with or without any alteration as the case may be.
- xii. '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 firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
  - (a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - (b) Indian Electricity Act and Rules and Regulations made there under.
  - (c) Indian Mines Act and Rules and Regulations made there under.
  - (d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.
  - (e) Water (prevention & control of pollution) Act, 1974
  - (f) Air (prevention & control of pollution) Act, 1981
  - (g) Environmental Protection Act 1986

## **2. CONTRACT DOCUMENTS:**

The following documents shall constitute the contract documents:

- (i) Section 1 - Notice Inviting Tender,
- (ii) Section 2 - Letter of Bid, Proformas, Formats as below,
  - a) Format of "Letter of Bid" (Annexure – A1)
  - b) Format of Undertaking (Annexure – A2)
  - c) Mandate form for electronic fund transfer/internet banking payment. (Annexure – A3)
  - d) Non-banning or Delisting Certificate (Annexure – A4)
  - e) Bank Guarantee proforma for performance Security/Guarantee (Annexure – A5)
  - f) Proforma for execution of Agreement. (Annexure – A6)
  - h) CONSENT TO ARBITRATION CLAUSE 16 and 16.1 OF GTC (Annexure – A7)
- (iii) Section 3 - General Terms and Conditions
- (iv) Section 4 - Special Terms and Conditions
- (v) Section 5 - Technical Specification
- (vi) Section 6 - Operating Procedure Manual for Baseline Data Generation.
- (vii) Scope of works/Bills of quantities/schedule of works/quantities and.

- 2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents (certified true copies).
- 2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.3 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Ranchi Court only.

### **3. DISCREPANCIES AND ADJUSTMENTS THEREOF**

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantities, the specifications and/or drawings; the following order of preference shall be observed:

- a. Description in schedule of quantities
- b. Particular specification and special conditions, if any
- c. Drawings / Work Programme / Agreement
- d. General Specification

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule of quantities or any omission there from, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the 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 words quoted by the contractor shall be taken as correct.
  - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
  - c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tendered along with other instead of in totals of various sections of schedule of quantities.

### **4. 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 (First part) shall be 3.0 % of value of contract amount and should be submitted within 21 days of receipt 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.....
  - Govt. Securities, FDR or any other form of deposit stipulated by the owner

- Demand Draft drawn in favour of CMPDIL, Regional Institute, Ranchi on any Scheduled Bank payable at its Branch at Ranchi.

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

4.4 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 all dues and banning/ delisting of firm and all partners of the firm etc for a period of two years.

4.5 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 2 Years.

4.6 The rates and prices quoted by the Bidder shall attract price escalation as provided in Additional Terms and Conditions.

4.8 **Refund of security deposit** - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the authorized representative of Engineer-In-Charge and vetted by Engineer-In-Charge, full amount of the security deposit remaining with the company shall be refunded.

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

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

5.1 The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original 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 Engineer-In-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same 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 Engineer-In-Charge as follows:

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

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

5.3 Alteration in the quantities shall not be considered as a change in the conditions of the contract or invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

- (i) An increase of less or equal to 10% of total awarded cost of the work required approval of competent authority who originally approved the award of work.
- (ii) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- (iii) More than 10% deviation from original awarded value should require approval of next higher authority, but total amount should be within the delegated power of the next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-In-Charge.

5.5 The Company through its Engineer-In-Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site/project or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-In-Charge. No claim for 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.

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

6.1 If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeiture of all dues and banning/ delisting of firm and all partners of the firm etc for a period of two years.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for minimum period of two years.

6.2 If the Contractor fails to maintain the required progress in terms of the agreed time to complete the work as per Tender Specification Document (TSD) and clear the site/project on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

The Monthly Progress Report(s) submitted by the Bidder and accepted by the Engineer I/c (or his authorized representative) shall be the basis of assessment of the progress.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.3 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

The defaulter i.e. the Contractor who don't commence the work after issue of LOA shall not be allowed to participate in the retender for the same work.

6.4 **Extension of date of completion** - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer I/c with a copy to Engineer-In-Charge:

- a. abnormally bad weather
- b. serious loss or damage by fire or other causes related to 'Force Majeure Conditions'.
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution; which will be countersigned by the Engineer I/c or his authorized representative along with the representative of the contractor.

The Contractor may request the company through Engineer I/c in writing for extension of time within 15 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time including reasonable mobilization time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the Company through the Engineer I/c/Engineer-In-Charge within one month of the date of receipt of such request.

The Contractor shall, however, use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer I/c.

- 6.5 Provisional extension of time may also be granted by the Engineer-In-Charge, during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above (Cl. 6.4), reserving the Company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.
- 6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-In-Charge, at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-In-Charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

- 6.7 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company (for all the cases including where higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-In-Charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations/ disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor & the decision to be communicated within 15 days.

#### **6.8 FORCE MAJEURE:**

- 6.8.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 6.8.2 (a) The successful bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- (b) For delays arising out of Force Majeure, the successful bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the bidder shall be liable to pay extra costs (like increase in rates, re-

mobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

6.8.3 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

## **7. SUPPLY OF MATERIALS:**

7.1 The Contractor shall at his own expense, provide all materials required for the tendered work and the rates quoted by the contractor shall be inclusive of all materials required for completion of the work as specified in the contract.

7.2 All materials, tools and plants brought to site by the contractor shall be deemed to be held in lieu by the Company and the contractor shall not have the right to remove the same from the site, without the permission of the Engineer I/c. The Company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.

7.3 The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, etc., as may be necessary for the use and keeping the materials in good condition.

7.4 All charges on account of octroi, terminal or sales tax, etc. as applicable for the materials obtained for the works from any source shall be born by the contractor.

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

8.1 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 Engineer-in-charge. The Engineer-in-Charge may issue from time to time further drawings, detailed 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.

8.2 All equipment used for data generation and the data/report 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 Engineer-in-charge for his satisfaction that the materials so comply.

8.3 The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of data as required or necessary by the specification for approval of Engineer-in-charge who shall approve after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the subcontractor. On receipt of data as per schedule. The Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the data with the required specification and complying with the requirements as per contract documents. The contractor shall be bound to take fresh samples and furnish data accordingly, if disapproved by the Engineer-in-charge.

8.4 The company, through the Engineer-in-charge, shall have full power to reject any data due to a defect therein for not conforming to the required specification or for equipment not being in accordance with the required quality and standard or for not being in accordance with the samples approved by him or for any other reason. The contractor shall forthwith remedy the deficiency at his expense and no further work shall be done pending such rectification, if so instructed by the Engineer-in -charge.

## **9. MEASUREMENT AND PAYMENT:**

Except where any general or detailed description of the work in the bill of quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standard.

- 9.1 **Payment on Account** - The Contractor shall submit bill for the work carried out in accordance with the contract. The Engineer I/c shall then arrange for verification of the bill with reference work completed and final report submitted or any other records relevant for the purpose. The payment will become due and payable by CMPDI within 30 days from the date of receipt of bill/invoice/ debit note by CMPDI.
- 9.2 Any certificate given by the Engineer-In-Charge for the purpose of payment of bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by Engineer-In-Charge by any subsequent certificate or by the final certificate.
- 9.3 The Company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained as per Clause 4.6 or the contractor shall pay the amount of overpayment on demand.
- 9.4 Amount payable/repayable for any subsequent change in the statutory tax and duties on contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.

## **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 Engineer-In-Charge, then on the expiry of the period as specified in the notice
  - or
- b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-In-Charge, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing
  - or
- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing
  - or
- 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. obtain a contract with the company as a result of ring tendering or other non-bona fide method of competitive tendering.
  - or
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-In-Charge. The Engineer-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. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or 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 Engineer-In-Charge shall have powers:

- a. to take possession of the site and any materials, 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, equipment, etc., taken possession of 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(d).

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

- a) on account of any default on the part of the Contractor, or
- b) for proper execution of the works, or part thereof 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 Engineer-In-Charge. If the suspension is ordered for reasons (b) & (c), 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 as decided by the Company, through its Engineer-In-Charge shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work in such cases, 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 Engineer-In-Charge of the expenditure incurred, if any, by the Contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c. 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 Engineer-In-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-In-Charge to assess the amount payable in terms of part 10.4(b), (c) and (d) 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. COMPLETION CERTIFICATE:

The contractor shall give notice of completion of field work, and submit the Draft Report to the Engineer-In-Charge. The Engineer-In-Charge shall within 30 days from the completion thereof, inspect the work and ascertain the deficiency/deficiencies, if any, to be rectified/regenerate the data by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the deficiencies are of a minor nature and the Engineer-In-Charge is satisfied that the contractor has already made arrangements for rectification of in the event of contractor's failure to rectify the deficiencies for any reason whatsoever, the deficiencies can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost there of, he shall issue the Completion Certificate indicating the date of completion of the work, deficiencies to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefore and with necessary instructions to the contractor to clear the site.

- 11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer-In-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 11.2 In case of Contractor's failure, the Engineer-In-Charge shall have right to get the work done at the cost of the Contractor.

## **12. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

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

- i. The Contractor shall exercise all reasonable skill, care and diligence in the performance of the services under the agreement and shall carry out all his responsibilities in accordance with the recognized professional standings and fulfill the requirements of experts committee for Mining projects constituted by MoEF, Govt. of India and for MoEF/CPCB, Govt. of India. The Contractor shall respect the laws and customs of the country.
- ii. The remuneration of the Contractor charged to the client according the unit rates of this Agreement shall constitute his only remuneration in connection with the Agreement and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Agreement or to the discharge of his obligations there under.
- iii. Contractor shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or any commission in respect of any protected article or process used for the purposes of this agreement.
- iv. The Contractor during execution of work, without absolving himself of contractual obligations, performance guarantee etc. shall have authority to make minor alterations to design as may be necessary or expedient, but he shall obtain the prior approval in writing of the client to any substantial modification of the design of the said works and to any such instruction to a Contractor which constitutes a major variation, omission or addition to alter contract. In the event of any emergency however, which in the opinion of the Contractor requires immediate action in the client's interest, the Contractor shall have authority to issue such orders as required on behalf of the client.
- v. 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.

The Contractor 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 shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

- vi. The Contractor 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.
- vii. The contractor shall furnish to the Engineer-In-Charge with work reports from time to time regarding the contractor organization and the progress made by him/them in the execution of the work as per the contract agreement.
- viii. All duties, taxes and other levies payable by the Contractor under the Contract (excluding "GST"), 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. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of 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.

However, any reduction of cost on account of Govt. notification for duties or levies shall be recovered from the bills submitted by the Bidder.

- ix. 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.
- x. The Contractor shall make his/their own arrangement for all materials, tools, staff and laborers 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.
- xi. The Contractor shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.
- xii. The work shall not be sublet to any other party, unless approved by Engineer-In-Charge, in writing.
- xiii. The Contractor shall work in reserved/protected forest area as per the guidelines of the Forest Department/the Forest Protection Act. Any liability on account of violation of the provisions shall be borne by the contractor.
- xiv. The Contractor 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 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.
- xv. 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 labourers 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 labourers by its representatives.
- xvi. 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 the construction or 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 Employees 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 there under 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.
- d. The Contractor shall ensure that any Payment to the Contractor's worker is made through the Bank.

xvii. **Insurance** - The Contractor shall take following insurance policies during the full contract period at his own cost:

- 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 Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee'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 subcontractor(s) if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- c. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the Company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.
- d. Since Contractor shall ensure 100% payment of Contractor's Worker through Bank, a premium of Rs.12/- per annum per member will be deducted from the account holder's savings bank account through 'auto debit' facility in one installment on or before 1 st June of each annual coverage period under the scheme Pradhan Mantri Suraksha BimaYojna (PMSBY).

xviii. 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 Engineer-In-Charge of such discoveries and carry out the Engineer-In-Charge's instructions for dealing with them.

### **13. 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.

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.

Committee on Disputes (COD) constituted by the Cabinet Secretariat for pursuing litigation by PSUs/ Government Departments stands wound up with 17.02.2011, as communicated by the Director (Administration), Cabinet Secretariat, Sardar Patel Bhawan, Sansad Marg, New Delhi vide Office Memorandum No. A-12034/01/2011-Ad.1 date 1<sup>st</sup> September 2011.

#### **14. NON-DISCLOSURE/CONFIDENTIALITY CLAUSE**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

# TECHNICAL SPECIFICATIONS

## 1. Scope of Work:

- I. Health and related services at door step, health records (Preferably online Aadhar linked unique ID), trained health professionals and enterprises to support health related needs
- II. Every patient gets services related to primary health care and diagnostics at affordable costs
- III. To provide bundle up services with advocacy, digital records, affordable medicines, insurance. Apart, from these training, capacity building and enterprise promotion for health and related activities
- IV. Beneficiary would be patients from the villages, especially women and girl children who have limited access.
- V. One clinic as single product put together of minimum 4-5 complimenting PHCs/ HWCs
- VI. Online monitoring portal for CMPDI.
- VII. Should be able to operate in self sustainable mode from 7th month onwards.

## 2. Infrastructure requirement for Jan- Clinic:

BAMS Executive Chair - 1 Nos, CC Executive Chair-1 nos, BAMS+ CC Table -2 nos, Partition & Beautification Work- 1 nos, Patient waiting Chairs -12 nos, Reception Desk -1 nos, Electrical Fittings & Fans- complete fittings, Plumbing Work one time- complete fittings, Desktop/POS -3 nos, CCTV + Biometric-complete fittings, Inverter- 1 nos, Printer + Scanner+ Copier-1 nos, Branding, Patient Bed -2 nos, Stretcher-1 nos, Mattress -2 nos, Cupboards -3 nos, Separators -2 nos, Trolley- 2 nos

## 3. Medical Equipments for Jan Clinic:

Flashlight/Torch Box-type pre-focused (4 cell)- 2 nos, Torch (ordinary) - 2 nos, Dressing Drum with cover stainless steel- 2 nos, Weighing Scale- 1 nos, Weighing Scale, (baby) hanging type- 1 nos, Autoclave- 1 nos, Surgical Scissors straight-2 nos, Sphygmomanometer- 1 nos, Kelly's haemostat Forceps straight-2 nos, Cheatle's Forceps-2 nos, Vaccine Carrier-2 nos, Ice pack box-2 nos, Sponge holder-2 nos, Plain Forceps-2 nos, Tooth Forceps-2 nos, Needle Holder-2 nos, Suture needle straight -10 -2 nos, Suture needle curved-2 nos, Kidney tray-5 nos, Artery Forceps, straight stainless steel-2 nos, Dressing Forceps (spring type)-2 nos, stainless steel Clinical Thermometer oral & rectal -2 nos, Talquist Hb scale-1 nos, Stethoscope-2 nos, Foetoscope, Hub Cutter and Needle Destroyer-1 nos, Ambu Bag (Paediatric size) with Baby mask1 nos, Suction Machine-1 nos, Oxygen Administration Equipment-1 nos, Tracking Bag and Tickler Box (Immunization)-1 nos, Measuring Tape-1 nos, I/V Stand-2 nos, Artery Forceps- Curved-2 nos, BP Apparatus (Digital)-1 nos, Dental Probe-2 nos, Digital

Thermometer-3 nos, Examination Lamp-1 nos, Tongue Depressor-2 nos, Weighing Scale Adult (Digital)-1 nos, Oxygen Cylinder with trolley-1 nos, Mouth Gag-1 nos, Mouth Mirror-1 nos, Stadiometer-1 nos, Nebulizer-1 nos, Gauze Cutting Scissors Straight-2 nos, Kits for testing residual chlorine in drinking water-1 nos, Tuning fork-1 nos, Glucometer-1 nos, Semi Auto Biochemistry Analyser-1 nos, Slide Drying Rack-1 nos, Slide Box-1 nos, Test Tubes-1 nos, Microscope-1 nos, Differential Bloodcell counter-1 nos, Centrifuge-1 nos, Vending machine for sanitary napkins & contraceptives-1 nos, Doxper kit-1 nos, wheel Chair-1 nos, ECG Machine-1 nos, Fire Extinguisher-1 nos

4. Operational requirement of Jan clinic: Rent, Electricity, Internet, Drinking Water, Cleaning, Stationary, Medical van + Driver, Laundry Bed Linens etc, Training of JC staff
5. Platform for digital records
6. Manpower Deployment: MBBS/BAMS representative, Centre coordinator/ANM, LAB Assistant/Front Office, Pharmacist, Office Support Boy, Cleaning Person

**Tentative project flow:**

Activity	M 0	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M1 0	M1 1	M1 2
Agreement Signing													
Project Infra Setup													
Manpower Recruitment & Training													
Backend preparation (Monitoring platform, Telemedicine etc.)													
Inauguration of Jan Clinic													
Jan clinic fully operational													
JC Supported by CMPDI (Gap funding)													
Withdrawal by CMPDI (Monitoring & ensuring that project is running successfully)													

**Reporting schedule**

Event	Supporting Documents required
Agreement Signing	Copy of Agreement
Project Infrastructure setup	Due diligence report of the Jan Clinic with all proposed facilities

One month successful operations of the Jan Clinic	Print of online reports Report- Daily Consultation Report- Daily Telemedicine consultations Report- Daily Pathlab testings Report- Daily Medicine sale
End of third month of operations	Print of online reports Report- Daily Consultation Report- Daily Telemedicine consultations Report- Daily Pathlab testings Report- Daily Medicine sale
End of Sixth month of operations	Print of online reports Report- Daily Consultation Report- Daily Telemedicine consultations Report- Daily Pathlab testings Report- Daily Medicine sale