QUOTATION DOCUMENT

1	Name of work	:	Providing and Spreading of Moorum on the roads of camp premises of CMPDI Exploration camp at Kosala, Dist.- Angul, Odisha
2	Quotation Notice No. & Date	:	CMPDI/RI-VII/BBSR/CIVIL/2021/E874116 dated 09.11.2021
3	Completion period of work	:	01 (One) Month
4	Date & time of submission of Quotation	:	Up to 3.30 p.m. on 19.11.2021
5	Date & time of opening of Quotation	:	At 4.00 p.m. on 19.11.2021
6	Quotation Document issued to	:	_____ _____ _____ _____

Signature of Issuing Officer

Certified that this documents contains from page 01 to 17

Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)

Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar – 751013

CORPORATE IDENTITY NUMBER – U14292JH1975GOI001223

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-७,सामन्तपुरी, निकटस्थ गांधीपार्क ,पो:आर.आर. एल, भुवनेश्वर ७५१०१३
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Samantapuri, Near Gandhi Park, PO: RRL, Bhubaneswar – 751013
Registered Office- CMPDI HQ, Gondwana place, Kanke Road, Ranchi- 834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

SHORT QUOTATION CALL NOTICE

No.: CMPDI/RI-VII/BBSR/CIVIL/2021/E874116 **Dt. 09.11.2021**

Sealed item rate quotations are invited from the eligible contractors for the following work to be executed at **CMPDI Exploration Camp, Kosala**:

Name of work	Estimated Cost (including GST) (Rs.)	Earnest Money (Rs.)	Completion Period
Providing and Spreading of Moorum on the roads of camp premises of CMPDI Exploration camp at Kosala, Dist.- Angul, Odisha	**1,91,306.00**	**00.00**	**1 Month**

Detailed quotation documents can be obtained on request in writing from the office of **HoD (Civil), CMPDI RI-VII, Bhubaneswar, Odisha** on any working day between 11.00 am and 4.00 pm or from the CMPDI website. Detail quotation document will be available free of cost in the office of **HoD (Civil), CMPDI RI-VII, Bhubaneswar, Odisha** from **10.11.2021 to 17.11.2021** or can also be downloaded from the website **www.cmpdi.co.in**

Duly filled in sealed quotations in Single Part system should be submitted or sent by speed post to the office of the HoD (Civil), Civil department, 4th floor, South side, Samantapuri, CMPDI RI-VII, Bhubaneswar-751013 to be received latest by **3.30 p.m. on 19.11.2021** and quotations shall be opened at **4.00 p.m. on 19.11.2021** in presence of the attending bidders or their authorized representatives at the office of the HoD (Civil), CMPDI RI-VII, Bhubaneswar.

Quotationers are required to submit all the required documents given in the Quotation document along with **duly filled price bid.** All the said documents should be self-authenticated by the Quotationer.

CMPDI does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations without assigning any reason whatsoever.

Sd/-
HoD (Civil),
CMPDI RI-VII, BBSR

Copy to:

1. RD, CMPDI RI-VII, Bhubaneswar: For kind information
2. HoD (Expl.), HoD(Adm.), HoD(Fin.) CMPDI RI-VII, Bhubaneswar
3. Officer-In-Charge, CMPDI Exploration Camp, Kosala
4. TC Members, CMPDI RI-VII, Bhubaneswar
5. Notice Board CMPDI RI-VII, Bhubaneswar

Bill of Quantity for the work **"Providing and Spreading of Moorum on the roads of camp premises of CMPDI Exploration camp at Kosala, Dist.- Angul, Odisha"**					
S.No	**Description**	**Unit**	**Qty**	**Rate to be quoted (excluding GST)**	**Amount (Rs.)**
1	Providing, laying and spreading morrum on road as per direction of Engineer-In-Charge.	Cum	131.95		
2	Supplying and stacking at site 63 mm to 45 mm size stone aggregate as per direction of Engineer-In-Charge.	Cum	30.00		
3	Spreading 63 mm to 45 mm size stone aggregate on road as per instruction of engineer incharge	Days	18.00		
SUB-TOTAL					
	Total impact of GST @ 18 %				
TOTAL					
Amount in words:					
				Signature of quotationer	

Note: Item-wise rates should be quoted excluding impact of GST.

Instructions to the bidder

Bid should be submitted by the bidder in single part system in an envelope containing the following:

a) GST
b) PAN details
c) Undertaking
d) Bid document duly signed and BOQ duly filled in.

The cover- envelope shall indicate the name of the work, name of the bidder along with the address, reference Tender Notice No.

Documents to be submitted by the bidder to become technically eligible

i. Photocopy of Permanent Account Number (PAN).

ii. GST of the bidder:

The bidder should be either

GST Registered Bidder/ Dealer
OR
GST unregistered Bidder/ Dealer

The bidder should submit the required documents in support of information/ declaration furnished.

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

a) Status: GST registered Bidder/Dealer:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

b) Status: GST unregistered bidder/Dealer:
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

iii. A commitment is to be submitted in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document at Page No. **17** regarding genuineness of the papers.

Tenders shall be rejected outright without any reference if the tenderers fails to submit the above mentioned documents or if found anything wrong. Documents submitted along with the tenders shall be final and no supplementary document shall be accepted.

GENERAL TERMS AND CONDITIONS

1. Discrepancies in contract documents & Adjustments thereof:

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities, the specifications and/or drawing, the following order of preference shall be observed;
a) Description in the Bill of Quantities of work.
b) Particular specification and special condition, if any.
c) Drawings.
d) General specifications.
e) BIS specifications.

1.1 In the event of varying or conflicting provisions in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold genuine with regard to the intention of the document or contract as the case may be.

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

2. Deviations/Variations in Quantities and Pricing

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

2.1 The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs 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 terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

2.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

2.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer In Charge as follows:

a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

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

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

2.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

2.5 The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows:-

i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

2.6 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 or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

2.7 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

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

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work, whichever is later.

3.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the performance security deposit deposited by him to rescind the Letter of Acceptance of Tender/Work Order and also to ban for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries from the date of issue of such letter. The bidder will also be banned from participating in re-tender.

3.2 If the contractor fails to complete the work and clear the site on or before the date of completion 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):

i) @ Half percent (½ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) ½ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

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.

3.2.1 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 as described at Cl.3.2.

3.2.2 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.

3.2.3 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.

3.2.4 In the event of such termination of the contract as described in clauses 3.2.2 or 3.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause

6. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

3.3 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

3.4 **Extension of date of completion:** On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) Force Majeure :

i Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war and proprieties, quarantine embargoes

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

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

b) Serious loss or damage by fire and abnormally bad weather

c) Non-availability of stores which are the responsibility of the company to supply as per contract

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

f) Non-availability or breakdown of tools and plant to be made available or made available by the company

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

3.4.1 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1(one) month of the date of receipt of such request.

3.4.2 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the HoD (Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

3.4.3 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, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

3.4.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant 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 the contract.

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 In Charge.

4. Material Supply & other facilities

The company does not undertake any responsibility for supply of any materials to the contractor.

5. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to instructions of the Engineer-in-Charge.

6. Measurement and Payments

6.1 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

6.2 Before taking measurements of any work, the Engineer In Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. If the contractor objects to any measurements, a note to that effect shall be made and signed and dated by both the parties.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer In Charge or his representative shall be final and binding on the contractor.

6.3 **Payments**: No running on account payments will be made. Full & Final payment will be made only after completion of the work.

6.3.1 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor.

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

7. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor :-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the 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) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer in Charge in a notice in writing.

Or

f) Transfers, sublets, and assigns the entire work or any portion thereof without the prior approval in writing from the Engineer in Charge. The Engineer in Charge may by giving a written notice, cancel the whole contract or portion of it in default.

7.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors 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 contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

7.2 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, constructional plant, equipments, stores etc. thereon and carry out balance work through any means or through any other agency.

b) To give the contractor or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months. In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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 6.1(d).

7.3 **Suspension of Work:** The Company shall have power to suspend the 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, for reasons other than the default of the contractor or,

c) For safety of the works, or part thereof, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable 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 contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

7.4 **Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer in Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

a) 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 water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In Charge.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

8. Additional Responsibilities of the Contractor(s)

i) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

ii). Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s).In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer In Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer In Charge.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government.

iii) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

v) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

vi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

vii) The work shall not be sublet to any other party, unless approved by Engineer in Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

vii) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractors shall make necessary payments of provident fund for the workmen employed by them as per the laws prevailing under provisions of CMPF and allied scheme and miscellaneous provision act 1948. The same will be reimbursed to the contractor on submission of documentary evidence of payments made.

9. Settlement of Disputes/Arbitration:

9.1 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the 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.

Efforts shall be made to resolve the dispute in two stages:-
In first stage dispute should be referred to Area GM or HOD/GM(C). If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.
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.

10. Security Deposit:

(As per CIL Guidelines regarding Bid security/ Earnest money, performance Security and Additional Performance Security ref no- CIL/GM(CMC)2020/1133 dt25.11.2020 modified clause is valid for the NIT till 31.12.2021).

(Performance Security Deposit (i.e. 5% of contract value in case of tenders other than tenders floated as per chapter 3 & 6 of CMM where it is 5% of annualised value or estimated value whichever is less) shall be reduced to 3%. The provision of Retention Money should be kept as it is in the existing manuals.
The reduction of Performance Security from existing provision of 5% to 3% of the value of contract
Shall be applicable for all existing contracts and all tenders / contracts issued /concluded till 31.12.2021.
Further, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there will be no subsequent increase in Performance Security beyond 3!.12.202!
However, in case of compelling circumstances where Performance Security in excess of 3% is felt necessary, the same can be done with the approval of the next higher authority to the authority competent to finalize the tender.)

10.1 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.

10.2 Performance Security should be 3% 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:

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

In case the successful bidder fails to submit the Performance Security and within the stipulated time then the award of work shall be cancelled.

Additionally, the company shall ban such defaulting contractor for a period of 02 (two years) from being eligible to submit Bids in CIL and its subsidiaries from the date of issue of such letter.

This banning shall be done under the provisions of the NIT and online blocking of the bidder shall be done in CIL e-Procurement portal.

11. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.
The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.
The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -
For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.
Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.
The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.
The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.
For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract:

a) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
b) For abutments, piers and well steining: All works up to 1.2m above the bed level.
c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 meters above the ground level.
d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 meters above the ground level.
e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
f) For Roads, all items of excavation and filling including treatment of sub base

12. Bid Validity: 150 days from the date of opening of bid.

Note: In addition to all the above, the contractor is personally liable for flouting any law relating to labour including implementation of CMPF. All safety requirements as per site condition is the responsibility of the contractor and any damage to person/property will be borne by the him at his cost and risk.

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

   Or,

   I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities, if applicable. We shall make necessary payments as required under law.
7. * 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)).
8. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.
9. *I have downloaded this quotation document online and no modification/tampering has been made in the quotation document.

[* Delete whichever is not applicable.]