



Under Jurisdiction of Ranchi Court Only

Central Mine Planning & Design Institute Ltd.
(A Mini Ratna Company - Subsidiary of Coal India Ltd.)

Gondwana Place, Kanke Road,
Ranchi – 834031, JHARKHAND, India

Office of the General Manager (CMC)

E-mail: gmcnc.cmpdi@coalindia.in

Notice Inviting Tender(NIT)

(Open Domestic Tender through GeM Portal: <http://gem.gov.in> for “Hiring of 10 Nos. of Surveyors for Geomatics department at CMPDI(HQ), Ranchi; CMPDI RI-III , Ranchi; CMPDI, RI-IV, Nagpur & CMPDI, RI-VII, Bhubaneshwar”)

TENDER REFERENCE NUMBER: CMPDI/CMC/2024-25/11

1. Tenders are invited online in two packet system namely Technical bid (packet-1) and Financial bid (packet-2) on the website <http://gem.gov.in> for the following work:

Sl. No.	Description of work	Estimated Contract Value (Incl. GST) (in ₹)	Earnest Money (in ₹)	Period of Contract
1	Hiring of 10 Nos. of Surveyors for Geomatics department at CMPDI(HQ), Ranchi; CMPDI RI-III, Ranchi; CMPDI, RI-IV, Nagpur & CMPDI, RI-VII, Bhubaneshwar for a period of two years, (further extendable upto 12 months, if required)	88,39,645.00	55,300.00	24 Months

Note:

1. The successful bidder has to ensure Minimum Wage Regulation, as prevalent during the contract period.
2. The break-up of estimated contract value is given at Annexure – X. The successful bidder has to adhere to the different parameters of the breakup as per the rules and regulations applicable.
3. In case the Contract period is extended further for a period upto 12 months, the contractor has to accept the same terms, conditions and rates during the extended period.

For site visit of location of work, the prospective bidder(s) may contact

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
GM/HoD (Geomatics) CMPDIL, Kanke Road, Ranchi-834008 Phone: 8987788910 .	Shri. S. K. Dixit, General Manager (M), CMPDI (HQ), Gondwana Place, Kanke Road, Ranchi-834008 Phone: 8987788909.

2. **Time Schedule of Tender:** As available on website <http://gem.gov.in>.

NOTE (Important):

- i. If the due date of opening falls on a holiday, the Bid will be opened on the next working day.
- ii. One extension of bid submission date by four days in case of number of bids received is less than three. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates. This extension will be also applicable in case of receipt of zero bid.
- iii. After extension, the bid shall be opened irrespective of available number of bids on the extended date of opening of bid.
- iv. There will be no physical / manual sale of the Bid Document.

- v. There is no bid fee and the bidders can download the Bid Document free of cost.
- vi. Bidders are advised to download the complete set of the Bid Document, including the bid details.

3. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions shall be available on Government E-Market Place (GeM) portal <https://gem.gov.in> and Tender Notice shall be available at websites www.cmpdi.co.in & <http://eprocure.gov.in/cppp> . The Tender document can be downloaded by any prospective bidder from the GeM Portal free of cost. The download of tender document may start immediately after e-Publication and shall continue till bid end date and time.

4. Clarification of Bid:

The bidder may seek clarification online through e-tendering portal <http://gem.gov.in> within the specified period. No other mode of seeking clarifications shall be entertained. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The period for seeking clarification by bidder will be as per provision of GeM portal.

5. Bid Security / Earnest Money Deposit (EMD):

5.1. Deposit of EMD:

The bidder will have to make the payment of EMD through NEFT/RTGS only and have to furnish UTR Number during submission of bid. Bidder will have to submit the proof of payment of the EMD. Bidder should upload a copy of NEFT/RTGS payment confirmation document consisting UTR Number along with confirmatory documents.

Bank detail for EMD payment is as below:

Beneficiary name: Central Mine Planning & Design Institute Ltd.

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834031.

5.2. Exemption of EMD:

The bidders under the category of State/Central Govt./PSUs/firms registered with NSIC/MSEs (Micro & Small Enterprises) for the tendered service are exempted from submission of EMD against uploading of valid documentary evidence.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

5.3. EMD Refund:

- a. The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.
- b. Refund of EMD will be made as per the MANDATE FORM for e-Payment submitted by the bidder.
- c. In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the department.
- d. The EMD of successful Bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit at the option of the Bidder.

No Bid will be accepted unless accompanied by the requisite Earnest Money Deposit as stated above.

6. Deleted.

7. Deleted.

8. Qualification of the Bidders:

8.1. In order to submit the bid, the bidders have to get themselves registered online on GeM portal (<https://gem.gov.in>).

Bidders are advised to upload the scanned copy of documents specified under the eligibility criteria of the tender in support of their qualification, as Cover/Packet-I & Price Bid, as Cover/Packet -II, against the tender. The CHECK LIST of such documents is also available under the heading **Confirmatory Document** to verify the submission of required information. Non- submission of requisite documents/ information will be considered as a non-responsive bid, which is liable for rejection.

8.2. Provident Fund:

The bidder should possess a Provident Fund Registration Certificate issued by Govt. Department of any Indian State or shall get themselves registered under EPF/CMPF after award of contract.

8.3. The successful bidder shall deploy manpower having Indian Citizenship.

8.4. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm or company registered under Companies Act ~~or a Joint Venture~~ having eligibility to participate as per eligibility criteria stipulated in **clause No. 9 of NIT**.

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

8.5. Deleted.

9. Eligibility Criteria

9.1. Work Experience

The bidder must have experience of works (includes completed / ongoing) **of similar nature** which includes *valuing* 50% of the annualized *estimated* value of the work put to tender (for period of completion over 1 year) / 50% of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualized value” of the work shall be calculated as the “*Estimated Cost / Period of completion in Days x 365*”.

The value of executed works shall be given a **simple** weightage to bring them at current price level by adding **7%** for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

The definition of Similar Work shall be as follows:

For this bid similar work means “Manpower deployment in Govt./ PSU Organization/ Semi Govt./ Private Organization/ any Nationalized Bank”.

In respect of the above eligibility criteria, the bidders are required to furnish the following information:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience.
- iv. Name & address of Employer/ Work Order Issuing authority of each experience.
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or a partner in a partnership firm ~~and the actual % of share in case of a Joint Venture~~).
- vi. Executed Value of work against each experience.

Note: If the claimed work experience is executed as consortium, then the work executed by them in terms of their role and responsibility agreed in terms of the memorandum of understanding signed for the purpose of consortium will be considered and the proportionate value of the executed work awarded to the consortium will be taken into consideration.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): For work experience bidders are required to submit copy of the Work Order along with Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information.

9.2. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within **three months** prior to the date of opening of tender. The date of opening of tender also includes the extended date of opening of tender if extended.

Note: In case the date of opening of tender is extended, then the extended period will also be included for possessing of working capital.

In respect of the above eligibility criteria, the bidders are required to furnish the following information:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital.
- iii. Name of the Chartered Accountant (CA) .
- iv. Membership Number of CA with UDIN who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate.

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

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Note: Relevant clause of GEM bid document in respect of “The minimum average annual financial turnover” is not applicable in this bid as provisions mentioned under clause 9.2 is applicable in respect of Working Capital as per relevant manuals of Coal India Ltd.

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line or equivalent certificate of foreign partner issued from the respective country. Such certificate should contain the Unique Document Identification Number (UDIN).

9.3. KEY PROFESSIONAL:

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format (as per Annexure-V) to:

- (i) Deploy 10 No. Surveyors with required qualification, age limit and other criteria mentioned in Scope of work and technical part.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document): **An affidavit** as per **Annexure-V**.

9.4. Permanent Account Number:

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

Scanned copy of documents to be uploaded by bidders (Confirmatory Document): **PAN CARD** of the bidder.

9.5. Goods and Service Tax (Not Applicable for Exempted Goods / Services):

The bidder should be either

- i. GST Registered Bidder under regular scheme, or
- ii. GST Registered Bidder under composition scheme, or
- iii. GST unregistered Bidder

Registration:

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

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA having membership number with Institute of Chartered Accountants of India certifying

that the bidder is GST unregistered bidder/exempted bidder in compliance with the relevant GST rules of India.

For Example: : *If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/40 lakhs as per applicable in respective state then bidder shall submit the copy of Notification along with Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/40 Lakhs as per applicable in respective state and hence he is exempt from Registration under GST Act, 2017.*

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

Explanation:

- i. Every supplier shall be liable to be registered under this Act in the State or Union territory, other than special category States, from where he makes a taxable supply of goods or services or both, if his aggregate turnover in a financial year exceeds twenty lakh rupees.
- ii. Provided that where such person makes taxable supplies of goods or services or both from any of the special category States, he shall be liable to be registered if his aggregate turnover in a financial year exceeds ten lakh rupees.

"Special category States" shall mean the States as specified in sub-clause (g) of clause (4) of article 279A of the Constitution: States of Arunachal Pradesh, Assam, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Himachal Pradesh and Uttarakhand are specified in sub-clause (g) of clause (4) of article 279A of the Constitution.

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

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

- I. Status: GST registered Bidder under regular scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- II. Status: GST Registered Bidder under composition scheme:
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- III. 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.

NOTE:

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

- ~~1. In case the Service contract is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Service contract at the time of execution of agreement/ before the payment of first running on account bill.~~
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and Rules.

Technical evaluation and L-1 status:

- a) *The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.*

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge (Applicable after 31.03.2018 as

decided by GOI), the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, if any, shall be added to quoted price while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

- b) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

State	Unit / HQ	City	GSTIN
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475N1Z1
	RI-II	Dhanbad (RI-II)	
	RI-III	Ranchi (RI-III)	
West Bengal	RI-I	Asansol	19AAACC7475N1Z1
Maharashtra	RI-IV	Nagpur	27AAACC7475N1Z4
Chhattisgarh	RI-V	Bilaspur	22AAACC7475N1ZE
Madhya Pradesh	RI-VI	Singrauli	23AAACC7475N1ZC
Odisha	RI-VII	Bhubaneswar	21AAACC7475N1ZG

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods/Services, shall be shown separately in tax invoice.

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

9.6. An Undertaking:

An **Undertaking** on the bidder's letter-head, as per the format given in the bid document at **Annexure-VII**, regarding:

- (i) Genuineness of the information furnished by bidder and authenticity of the scanned copy of documents uploaded by them on line in support of his eligibility,
- (ii) As per “One bid per Bidder”, and
- (iii) Banning /Delisting

9.7. Legal Status of the bidder:

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

Note: 1. The partnership firm ~~LJV~~ is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the NIT.

2. In case of MSEs firm, a declaration to be submitted if the firm is owned by SC/ST/Women.

9.8. Deleted.

9.9. Banning/Delisting (Annexure-VII):

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

10. Submission of Bid:

- 10.1. The bidder can submit their bid only after payment of EMD as per the provision stipulated in the Tender Document.
- 10.2. The bidder will submit their bid online. No off-line bid shall be accepted.
- 10.3. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal of i.e. at <https://gem.gov.in>. The registration should be in the name of bidder.
- 10.4. 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 GeM 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 GEMs bidding system or internet connectivity failures.
- 10.5. In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.6. Deleted.
- 10.7. **General Instructions for Submission of Tender**
For online submission of tender the bidders will have to upload “Letter of Bid”, Information regarding Eligibility Criteria, working capital and all the confirmatory documents as prescribed in the NIT in Cover/Packet-I and only “Price-bid” in Cover/Packet-II.

a. Deleted.

b. **Letter of Bid (Annexure-VI):** The format of Letter of Bid (LOB) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover/Packet-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.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

c. **Undertaking by the bidder (Annexure-VII):** The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Bid Document shall not be considered.

- d. **Confirmatory Documents:** All the confirmatory documents as enlisted in the Tender Document in support of information submitted by the bidder are to be uploaded in cover-1/Packet-I by the bidder while submitting his/her bid.

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

Sl. No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished by the bidder against Eligibility Criteria as Confirmatory Document
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder's letter head, in prescribed format.
2	Earnest Money Deposit:	Refer Clause No. 5 of NIT.
3	The Work Experience: The bidder must have experience of works (includes completed / ongoing) of similar nature which includes Manpower deployment in Govt./ PSU Organization/Semi Govt./Private Organisation/ any Nationalized Bank <i>valuing</i> 50% of the annualized <i>estimated</i> value of the work put to tender (for period of completion over 1 year) / 50% of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.	Bidders are required to submit Work Order along with satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.
4	The Availability of Working Capital (Refer clause 9.2) : Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line or equivalent certificate of foreign partner issued from the respective country. <u>Such certificate should contain the Unique Document Identification Number (UDIN).</u>
5	Key professional (Refer clause 9.3, Annexure-V):	The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format (as per Annexure-V) to: Deploy 10 No. Surveyors with required qualification, age limit and other criteria mentioned in Scope of work and technical part .
6	Permanent Account Number (PAN) (Refer clause 9.4): The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.	In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder.

Sl. No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished by the bidder against Eligibility Criteria as Confirmatory Document
7	<p>Goods and Service Tax (Not Applicable for Exempted Goods/ Services)</p> <p>(Ref. Clause No. 9.5 of NIT):</p>	<p>The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:</p> <p>I. Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>II. Status: GST Registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>III. 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.</p>
8	<p>Legal Status of the bidder (Refer clause 9.7):</p>	<p><u>Any one of the following documents:</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. <p>(The partnership firm —JV is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the Tender Document).</p>
9	<p>Undertaking as per the format given in Annexure-VII</p>	<p>Undertaking regarding genuineness and “One bid per Bidder”(Clause-9.6, 9.9, 41.2(d) & 41.2(e) of Tender Document)</p>
10	<p>Any other document to support the qualification information as submitted by bidder on-line.</p>	

10.8. 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 per following 02(two) cases:

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

The overall bid price (Cost to Company) will be the rate 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.

10.9. Contract Value:

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, if any.

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.

11. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/ Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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

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

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

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

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.

12. Modification and withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission. 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:

- 12.1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 1 (one) year from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

12.2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDIL. 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.

“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 12.3 below:”

Note : In case of clause 12.1 & 12.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

12.3. **Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in GeM Portal**

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) who 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 who 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 12.I-(A) (b) and Clause 12.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.

13. **Tender Status:**

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

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 GeM portal. Under any circumstance, 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.

14. **Extension of Time schedule of Tender:**

If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be extended for a period of **four days**.

If any of the above extended Dates falls on Holiday i.e non-working day as defined in the GeM 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.

15. OPENING OF TECHNICAL BID:

- 15.1. Opening of Technical bid: The Technical bid (Cover/Package-I) will be opened on the prescheduled date & time of Tender Opening.
- 15.2. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.
- 15.3. All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover/Package-I).

16. Technical Evaluation of Tender:

- 16.1 After opening of Technical bid, the documents submitted by bidder(s) in cover/package I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- 16.2 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Any document(s) submitted online or offline beyond these specified period of 7 days shall not be considered for evaluation.

NOTE:

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- 16.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- 16.4 The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- 16.5 In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- 16.6 Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM portal only.
- 16.7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.

- 16.8 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (16.2) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening
- 16.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified If they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.
- 16.10 After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned online in the GeM portal.
- 16.11 In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)
- 16.12 Preference/Exemption to MSEs and Make in India would be applicable as per Government directives issued and as amended from time to time .

17. Financial Evaluation of the bids:

- 17.1. The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical-commercial eligibility based on the scanned documents uploaded by bidder(s) and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
- 17.2. Deleted.
- 17.3. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
- 17.4. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (Annexure-VIII).
- 17.5. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in tenders in CMPDIL.

18. A. Preference to Make in India:

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

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

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

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

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

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

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

If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of

purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

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

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

Verification of local content :

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

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

They shall also give details of the location(s) at which the local value addition is made.

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

False declarations will attract banning of business of the bidder for a period up to two year.

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

18. B. Procurement from Micro and Small Enterprises (MSEs) (applicable for service nature of tenders):

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary

evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

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

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

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

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

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

19. Restrictions under Rule 144(xi) of general Finance Rule (GFRs), 2017

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
2. ‘Bidder’ means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
3. The competent Authority for the purpose of Registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
4. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is citizen of such a country; or
 - g) A joint venture where any member of the joint venture falls under any of the above.
5. The Beneficial owner for the purpose of 4 above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

- b) “Controll”; shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individual;s, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (vi) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

20. Abnormally high rate (AHR) & Abnormally low rate (ALR) items:

20.1. An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. in case of Abnormally Low Bids, CMPDIL may seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation risks and responsibilities and any other requirements of the bid documents. If, after evaluating the price analysis, CMPDIL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CMPDIL may reject the bid/ proposal.

~~20.2. Normal performance security shall be furnished within 21 days of issuance of LoA by the successful bidder.~~

21. Bid Extension:

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 extended for a period of four days:

- i) Last date of submission of Bid
- ii) Bid Opening date.

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

22. Cancellation of Tender:

If no Bid is received, the tender will be cancelled.

In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online. In such case re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)

23. Deleted.

24. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-VIII**).

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

26. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

27. **Subletting/Sub-vending:** 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 contractor or his sole authorized agent shall be the sole point of contact for all purposes of the contract. The contractor will have the sole and prime responsibility for the execution of the statement of work. The prime contractor shall confirm unconditional acceptance of full responsibility of executing the scope of work in this tender. The confirmation should be submitted along with the techno-commercial bid. 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.

28. 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
29. 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 Ranchi Court only.
30. **Site Visit:** The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings on ***CMPDIL's specified date (Contact person: GM (Geomatics, Contact No.: 8987788910)*** 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.

CMPDI officials shall be available at site to assist the bidders during site visit.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visits the site/area or not and has taken all the factors into account while quoting their rates.

31. **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 and liable for those costs.
32. **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.

33. 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.
34. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

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

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

36. **Period of Work:**

The work/ contract should be completed as per schedule given in the "Scope of Work" and the date of commencement of the work/ contract will be reckoned as specified in the Work Order/LOA.

37. **Commencement of Work:**

The work should be completed within the stipulated period and the date of commencement of the work will be reckoned as specified in the Work Order/LOA.

38. **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.~~

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM portal 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 to the Contractor in consideration of the execution and completion of the Works/ Contract by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

- I. The work order/contract shall be issued after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:
 - a. Time schedule for Execution of Formal written Agreement.
 - b. Any other salient detail as per standard format.

The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security submitted by the contractor as per contract conditions.

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to clause 4.4 of conditions of contract(GTC).

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

- II. In the bidding process, the cause of rejection of bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders.
- III. 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 L-1 bidder will get the information regarding award of work. On receipt of Letter of Acceptance (LOA) of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA shall entail cancellation of LOA and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

40. Validity of offer:

The validity period of the tenders shall be **120 (One Hundred Twenty) days** from the end date of bid submission.

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. 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 entitled to take action as per **Clause No. 12** (Modification and Withdrawal of Bid) of NIT.

41. One Bid per Bidder:

- 41.1. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. 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 Bidder's participation to be disqualified.

41.2. Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;

all such Bidders having a Conflict of Interest, shall be disqualified.

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

43. Scope of Work:

1. Hiring of **10 Nos. of Surveyors** on minimum wage basis for a period of **two years** which may be extended for an additional period of one year, if required.
2. **Minimum Qualification** of Surveyors shall be as follows:
 - ITI (Survey)/ Diploma in Surveying/ Diploma in Mine Surveying/ Diploma in Survey Engineering or equivalent/ Matriculation with Surveyors certificate of competency by DGMS.
 - The successful bidder shall submit documents confirming the educational/ professional qualification of surveyors before their deputation in CMPDI.
3. **Place of posting:** The surveyors may be deputed in any CMPDI office(s) located in Ranchi (Jharkhand), Bhubaneswar (Odisha) and Nagpur (Maharashtra) as per requirement.
4. The Surveyor shall perform duties 6 days in a week. In office, he has to work as per the working hours of CMPDI. In field duties, the timings may vary as per the requirement of site/mine conditions.
5. If the management of CMPDI is not satisfied with the performance of Surveyor, the Contractor shall replace with a suitable substitute within a week. If Contractor desires to replace any Surveyor, It will be the prerogative of CMPDI management whether the Surveyor shall be replaced or not. If Surveyor leaves the place without prior permission from CMPDI management, the contractor shall provide a suitable substitute within a week. Any unauthorized absence shall be treated as Leave without pay.
6. The Surveyors may be deputed on tour other than the place of posting for different Field Survey work or other survey related work.
7. The Surveyor shall comply to all the acts, rules and regulations of mine and office.
8. Age Limit: Minimum age of the Surveyor shall be 18 years and maximum age of the Surveyor shall be 35 years on the date of deputation in CMPDI.

44. Technical Terms & Conditions:

1. For duty on tour of these surveyors, CMPDI shall provide TA, DA and Hotel accommodation charges as per CIL TA-DA rule. As per rule the contractor shall be paid TA, DA and Hotel accommodation charges for travel of Surveyor/s on tour:
 - i) Travel by Rail/steamer: Sleeper class AC 3 tier (On production of actual ticket).

- ii) Travel Distance more than 32 KM: Except where free transport is provided by the company, Rs. 2.75 per km on production of valid receipt. Where the two places are connected by rail, the reimbursement of actual would be limited to what the surveyor would have drawn, as per entitlement had he travelled by train.
- iii) Travel Distance less than 32KM: Actual fare by stage carriage (e.g. a bus).
- iv) DA: Rs 600 per day for specified localities, and Rs 500 per day for other localities.
- v) Hotel Accommodation: For Specified localities: Rs. 1000 or actuals whichever is lower, Other Localities: Rs. 800 or actuals whichever is lower.
- vi) Specified localities shall be as per Coal India Travelling allowance rules 2010 and subsequent revisions if any

2. The advance payment to Surveyor for TA, DA and Hotel accommodation shall be provided by Contractor in time. CMPDI shall pay the TA, DA and hotel accommodation charges after production of actual bills by the Contractor.
3. The Surveyor shall be provided 11 days casual leave and 15 days medical leave in a year. The 16 holidays in a year shall be provided on the days notified by CMPDI. The leave shall be accumulated on pro-rata basis. The maximum leave provided to the surveyor shall be 6 days at a time subject to leave accumulation.
4. In case of medical emergency or an injury on duty or otherwise, CMPDI shall endeavor to provide medical assistance at the cost of contractor.
5. In case of damage of any machine/article by the Surveyor, CMPDI shall recover the amount from Contractor.
6. The safety items like helmet, mining shoes etc. shall be provided to the Surveyor by Contractor.
7. The Surveyor shall be of *Sound Mind* and shall not be suffering from any disease due to which he/she cannot perform duties effectively. A medical certificate for fitness of Surveyor shall be provided at the time of deputation in CMPDI. Medical Certificate must be issued from a Government Hospital and should not be earlier than 1 month.
8. At the time of deputation in CMPDI, the Surveyor shall provide his identity proof and residential proof along-with Aadhar card.

45. Performance Security shall be **5% of annualized value** of contract amount or contract amount, whichever is less and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:

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

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

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

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Ltd.
- c. Money (Demand Draft) drawn in favour of Central Mine Planning & Design Institute Ltd. on any Scheduled Bank payable at its branch at RANCHI.

- d. The Earnest Money / Bid Security deposit shall be adjusted to Performance Security Deposit or **discharged** at the option of the Bidder when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit.
- e. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:
 - (a) at Bidder's option by a Scheduled Bank
 - or
 - (b) by a foreign bank located in India and acceptable to the employer.
- f. 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 (*Zero date for BG is the Date of issue of LOA*).
- g. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money. In case of ~~JV~~ Partnership firm, the debarment shall also be applicable to all individual partners of ~~JV~~ Partnership firm.
- h. ~~All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit. Retention money of 3% deducted from the bills shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the PRCO/GM (Exploration)).~~
- i. The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.
- j. If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.
- k. Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Project Manager).

46. 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 and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

47. Wages Payment to Labour:

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 which shall be in accordance with the following guidelines:

- a) The Contractor must be mandatorily registered as employer under the EPF/CMPF Act and allied scheme and shall submit details of their workers with the EPF/CMPF number, wherever required. The contractor shall submit EPF/CMPF registration certificate before signing of agreement.
- b) If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of EPF/CMPF scheme immediately, for availing benefits therefrom.
- c) Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.

48. 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 CMPDI, 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.

CMPDI 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 CMPDI 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.

If services are not found satisfactory, CMPDI reserves the right to cancel the contract.

49. 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.

50. Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labor's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. 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.
- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

51. CMPDIL 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.

52. CLOSURE OF CONTRACT:

- i) ~~The closure of contract shall be done within a period of 150 days after completion of the work/ contract.~~
- ii) Closure of contract may be done on execution of the work as per agreement and within the stipulated time period or the extended time period.

53. 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 CMPDIL(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.

54. 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 for settlement of dispute as per provisions of the Tender document.

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

Sole Arbitration:

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

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

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the 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. 05/0003/2019-FTS-10937 dtd. 14.12.2022”.

55. 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 Ranchi Court (Jharkhand) only.

56. Deleted.

57. Confidentiality of Data and Documents:

- (i) The intellectual property rights of the data collected as well as deliverables produced for the CMPDI shall remain with CMPDI.
- (ii) The data shall not be utilized or published or disclosed or to be part with, to a third party, any part of the data or statistical or proceedings or information collected for the purpose of his assignment in CMPDI.
- (iii) The Surveyor is bound to hand over the entire set of records of assignment to the CMPDI before the expiry of contract or before the final payment is released.
- (iv) The job of Surveyor attracts highest standards of confidentiality and it is expected to be maintained in all the actions of officer, at all levels.

58. Conflict of Interest: The Surveyor shall in no case represent or give opinion or advice to others in any matter which is in conflict to the interest of CMPDI.

भवदीय

महाप्रबन्धक (जियोमैटिक्स)

Deleted.

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 _____

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

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

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 ID _____

(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)			

6. **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)

(Undertaking in the form of affidavit)

KEY PROFESSIONAL

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

We will deploy 10 No. Surveyors with required qualification, age limit and other criteria mentioned in Scope of work and technical part .

Signature of the Bidder with seal of the firm

Letter of Bid

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

- Sub.:** Letter of Bid for the work “Hiring of 10 Nos. of Surveyors for Geomatics department at CMPDI(HQ), Ranchi, CMPDI RI-III , Ranchi, CMPDI, RI-IV, Nagpur & CMPDI, RI-VII, Bhubaneshwar”
- Ref.:** Tender Ref. No. CMPDI/CMC/2024-25/11.

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 Limited, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 (ten) days from the submission of Performance Security or handing over the site or issue of work order or handing over the relevant document to the contractor for preparation of Exploration Scheme, whichever is later. In case of our failure to abide by the said provision Central Mine Planning and Design Institute Limited, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months.

UNDERTAKING (On Bidder's Letter Head)
(As per Clause-9.6, 9.9, 41.2(d) & 41.2(e) of Tender Document)

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 Tender ID..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/ Directors don't has/have any relative as employee of Central Mine Planning and Design Institute Limited, Ranchi

Or

The details of relatives of Myself/Our Partners/ Directors working as employee of Central Mine Planning and Design Institute Limited, Ranchi is as follows:

- a. Name of the employee
- b. Place of Posting
- c. Department
- d. Designation
- e. Type of relation-Wife/Husband/ Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son's Wife / Daughter/Daughter's Husband/ Brother/Step Brother/Sister/Step-Sister.
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.

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.
8. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time
 9. I/We do not have relationship with one or more parties in this bidding process, directly or through common third parties, that puts me/us in a position to have access to information about or influence on the bid of another Bidder; or
 10. I/We or any of my/our affiliate did not participate as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
 11. Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.
 12. 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 of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

AGREEMENT FORM

This agreement, made the _____ day of _____ 202__ between _____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute for providing 10 nos. of Surveyors with scope of work, terms & conditions as mentioned in Tender ID _____ (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
(i) Letter of Acceptance;
(ii) Notice to proceed with the work;
(iii) Contractor's Bid;
(iv) Conditions of Contract;
(v) Specifications;
(vi) Drawings;
(vii) Bill of Quantities and
(viii) Any other document listed in the Bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Deleted.

Estimated cost for engagement of Qualified Mine Survey Personnel

		CLC (above ground)
Sl No.	Particulars	Rate (in Rs.)
1	Rate of wages excluding VDA per day	523
2	Minimum Wages (wage + VDA) as per Central Govt notification and state govt. notification for Skilled worker (in Rs/ Day)	778.00
3	EPF (employer contribution EDLI+ Admin charges EPF) @ 13% of Sl. No. 2	101.14
4	ESIC (employer contribution) @ 3.25% of Sl. No. 2 (Basic +VDA)	25.29
5	Bonus @ 8.33 % of Sl. No. 2	64.80
6	Special Allowance (5 % of rate wages excluding VDA)	26.15
7	Transport Subsidy (@ 28.75 per day of attendance)	28.75
8	HRA (per day @3600/26)	138.46
9	Total (Rs/Day)	1162.59
10	Total for 1 month (26 working days)	30227.21
11	Total for 1 Year (313 working days)	363889.11
12	Proposed no. of actual manpower to be deployed	10 Nos.
13	Total Wages for 1 year	3638891.05
14	Total wages for contract period	7277782.1

** The above wages are exclusive of service charge and GST as applicable.*