

Central Coalfields Limited
(A Mini Ratna Company)

(A Govt. of India undertaking &
Subsidiary of Coal India Limited)
PO: Dakra
Distt: Ranchi, Jharkhand.



Office of the project Engineer X
KDH OCP
NK Area
P.O. Dakra
Ranchi-829210, Jharkhand
Mobile: 7752908602

Email: mkumar0474@coalindia.in

Website: www.coalindiatenders.nic.in

e-TENDER NOTICE

NIT No:PE/KDH/Excvt/eTender/21-22/81

Date 30/08/2021

1. Digitally signed and encrypted e-Tenders are invited under Single Cover System on the website <https://coalindiatenders.nic.in> from the reputed and experienced contractors for the following work:

Description of work	Location of work	Estimated Value (₹.)	Earnest Money (₹.)	Period of Completion (in Days)
Repairing of both side steering cylinder assembly of BH100 Dumper SI No 90146 under KDH Project NK	KDH Project NK Area	49370.73(incl . GST)	NIL	10days

Note: The bid documents will be available on the website(s) www.centralcoalfields.in / www.tenders.gov.in / CPP Portal eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

2 Time Schedule of Tender

SL. No.	Particulars	Date	Time
a.	Tender e-Publication date	30.08.2021	18:00 Hrs
b.	Document download start date	31.08.2021	11:00 Hrs
c.	Start date for seeking Clarification on-line	31.08.2021	11:00 Hrs
d.	Bid Submission start date	31.08.2021	11:00 Hrs
e.	Last date for seeking Clarification on-line	07.09.2021	17:00 Hrs
f.	Document download end date	08.09.2021	17:00 Hrs
g.	Bid submission end date	09.09.2021	17:00 Hrs
h.	Date of Bid Opening	10.09.2021	17:00 Hrs

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time.

3. SCOPE OF WORK:-

Repairing of both side steering cylinder assembly of BH100 Dumper SI No 90146 under KDH Project NK

Scope of Work:-

1. Dismantling of pin and fitting of pin and dismantling and assembling of cylinder
2. Depositing of material internal side of bod and grinding in, internal face of body.
3. WELDING, GRINDING AND HOLE MAKING OF STEERING BUSH.
4. Replacement of 02 nos. of oil seal.

Welding Electrode- 20kg(4 mm)

Seal kit

Sl No	Description	Days	Shift/day	Total
1	Supervisor(1)	4	2	8
2	Fitter skilled(1)	4	2	8
4	Helper(2)	4	2	16

Tools and tackles

A. Prior inspection by the Bidder before submission of bid:-

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit the Site of Works and its surroundings before submission of bid during working hour's ie.08 AM to 04 PM and obtain all information that may be necessary for preparing the Bid and entering into a contract for carrying out the work at NK Area. The costs of visiting the Site shall be at the Bidder's own expense.

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

4. Deposit of EMD:

EMD is Not Applicable for this tender.

In place of a Bid security, Bidders shall have to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to execute the agreement, or to submit a performance security before the deadline as per NIT/ Tender document / Letter of award or any other default made by the bidder till execution of agreement as defined in the NIT/Tender Document , they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

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

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

~~The bidders have to make payment of EMD either through Net banking or through NEFT/RTGS from any scheduled Bank. In case of payment through Net banking the money will be immediately transferred to CCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CCL's account and the information flows from Bank's Server to e-Procurement portal.~~

4.1 EMD Refund

- ~~a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).~~
- ~~b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.~~
- ~~c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.~~
- ~~d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.~~

~~e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.~~

~~f. The EMD of successful bidder (on Award of Contract) will be retained by CCL and will be adjusted to Performance Security Deposit.~~

5. **Seeking Online Clarification by bidder** : The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

6. Legal Status of Bidder:

Data to be furnished by Bidder on-line :

Confirmation in the form of Yes/No for possessing the supporting documents.

Technical evaluation by the System :

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

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

Any one of the following document depending upon the legal status of the bidder

- . Affidavit or any other document to prove proprietorship/Individual status of the bidder containing the address of principal place of business of bidder.
- . Partnership deed containing name of partners and the address of principal place of business of bidder.
- .Memorandum & Article of Association with certificate of incorporation containing name of bidder and the address of principal place of business of bidder.

Note: Joint Venture is not allowed to participate in this tender.

7. Eligibility Criteria:-

A. Work Experience:

The Intending bidder must have successfully completed same or similar works, in any mining industry (government/semi-government /public sector undertaking(central/state) as a prime contractor during last 5 (five) years ending last day of month previous to the one in which bid applications are invited (ie eligibility period), should be any of the following:

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

Or

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

Or

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

Definition of Similar means Work shall have experience of having successfully completed Repair and Maintenance of HEMM such as Shovels Dozers loaders Dumpers etc or in any mining industry(Govt./ Public Sector under taking).

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of year previous to one in which tender has been invited (e-Publication date of NIT i.e. date of publication of NIT on e-Procurement portal, <https://coalindiatenders.nic.in>). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes repairing as well as supply of Spares , the experience of such work may be considered as 'acceptable' if the repairing work is completed as on the last date of 'eligibility period',.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 07(seven) years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of year previous to one in which bid has been invited (e-Publication date of NIT i.e. date of publication of NIT on e-Procurement portal, <https://coalindiatenders.nic.in>).

For work experience bidders are required to submit Satisfactory Work Completion Certificate indicating actual value of work done and actual period of execution, issued by the employer against the Experience of similar work containing all the information as sought online.

The claim of experience must be supported by copies of Work order along with final paid bill copy showing satisfactory completion of work certificate from head of department of concerned unit in any mining industry (Govt./ Public Sector under taking).

Note:

The bidder should comply the above eligibility requirement on the date of submission of tender

Data to be furnished by the bidders online:

- i) Start date & end date of each qualifying experience (similar nature)
- ii) Work order Number /Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) 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/Consortium.
- v) Executed Value of work against each experience
- vi) In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

Technical Evaluation by the System:

- i) The System shall calculate the period of 07Years backwards starting from the last day of year previous to the e-publication date of NIT.
- ii) The system shall check the end date of each experience(The system shall not allow more than 3 entries for experience)and accept it as a qualifying experience if the end date of experience falls within the 07 years computed by the system.
- iii) The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year(total No. of days/365)after the end date of experience of work till the last date of year previous to one in which the NIT has been published on e-procurement portal.
- iv) The system shall check the experience with highest value whether it exceeds 80% of Estimated Cost Value (ECV). In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- v) The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the calculating the value of each qualifying experience.
- vi) The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last date of month previous to the one in which the NIT has been published on e- Procurement portal. Hence, the works which are incomplete/ ongoing, as on the last date of the year previous to the one in which the NIT has been published on e- Procurement Portal, shall not be considered against eligibility.
- vii) In case the work is started prior to the eligibility period of07 (seven) years (counted backwards starting from the last date of the year previous to e- publication date of NIT and completed within the said eligibility period of 07years, then the full value of the work shall be considered against the eligibility.
- viii) In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or as a partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture Firm, then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture Firm will be considered against eligibility.

Scanned Copy of documents to be uploaded by the bidders (Confirmatory Documents)

For work experience, bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of Similar work containing all the information as sought online.

OR

~~Self certificate to the effect that "The work covered in the work orders submitted against this Tender have been fully executed without any complaint on account of performance of the work/job done. No warranty claim as regards to such repairing job is pending as on the last date of submission of Bid"~~

Work- Order, BOQ and/or TDS may be sought during clarification or along with deficient documents

B. Financial Turnover

Average annual financial turnover during the last 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.

(The "Previous financial year" shall be computed with respect to the e-Publication date of NIT)

Data to be furnished by the bidders:

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit & Loss Account or the Turnover Certificate.
- iii) Membership number of the Chartered Accountant.

Technical Evaluation by the System:

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

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

Turnover certificate issued by a practicing Chartered Accountant in its letter head having membership of Institute of Chartered Accountants of India containing information as furnished by the bidder.

Note : If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of "zero" for the year(s) for which no information is given by the bidder.

9. Permanent Account Number :

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

Data to be furnished by the bidders online:

Confirmation in the form of YES/NO regarding possessing PANS

Technical Evaluation by the System:

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

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

PAN card of the bidder.

10. Goods and service Tax(Not applicable for exempted Goods /Services) :

The bidder should be either GST Registered Bidder /Dealer
OR

GST unregistered Bidder/Dealer

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

1 Confirmation in the form of Yes/No regarding possessing of required documents as enlisted in NIT w.r.t GST status of bidder.

~~2 Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission .~~

Scanned copy of documents to be uploaded by bidders in support of information /declaration furnished online by the bidders against eligibility criteria as confirmatory documents

Status: GST Registered Bidder /Dealer

Documents: GST Registration certificate (ie GST Identification No) issued by appropriate authority

Status: GST unregistered Bidder/Dealer

Documents :A certificate from a practicing CA having membership No with Institute of Chartered Accountant of India certifying that the bidder is GST unregistered Bidder /Dealer in compliance with the relevant GST Rules

Note: GST to be imposed after opening of bid and would be taken care at the time of TCR.

F.General Essential Requirements for Works :

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

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation(GTE) items

- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT

Data to be furnished by Bidder on-line:

Confirmation in the form of **Agree/Disagree** for accepting user portal agreement

Confirmation in the form of Yes/No for each GTE item

Technical evaluation by the System:

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

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

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

Sl No	Submission of Documents related to Eligibility Criteria	Information to be uploaded by the bidder online	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Letter of Bid	Confirmation in the form of YES/NO regarding submission of information	Letter of Bid on the bidder's letter head, in the prescribed format (Annexure-I).
2.	<p>Work Experience: The Intending bidder must have in its name ,experience of having successfully completed the repairing job of HEMMs (similar type of works as a prime contractor, share of prime contractor should be 50% or more than 50%)) during last 5 (Five) years ending last day of year previous to the one in which bid applications are invited (i.e eligibility period) in any mining industry (Govt./ Public Sector under taking. with satisfactory performance ,</p> <p>Definition of Similar Work shall have experience of having successfully completed Repair and Maintenance of HEMM such as Shovels Dozers loadersetc or in any mining industry(Govt./ Public Sector under taking).</p>	<p>1.start & end date of each qualifying experience(similar nature) 2.Work order Number /Agreement Number of each experience. 3. Name & address of Employer/Work Order Issuing authority of each experience</p> <p>4. 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/Consortium.</p> <p>5. Executed Value of work against each experience.</p>	<p>a). Satisfactory Work Completion Certificate indicating actual value of work done and actual period of execution, issued by the employer against the Experience of similar work, containing all the information as furnished online.</p> <p>OR</p> <p>Self certificate to the effect that "The work covered in the work order /submitted against this Tender have been fully executed without any complaint on account of performance of the repairing job done. No warranty claims regard to such repairing job is pending as on the last date of submission of Bid".</p> <p>b). Copy of Work Order/TDS Certificate/Bill of Quantity (only when clarification is sought)</p>

3.	<p>Financial Turnover</p> <p>Average annual financial turnover during the 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.</p> <p>(The "Previous financial year" shall be computed with respect to the e-Publication date of NIT)</p>	<p>1. Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.</p> <p>2. Name of the Chartered Accountant issuing the Profit & Loss Account or the Turnover Certificate.</p> <p>3. Membership number of the Chartered Accountant.</p>	<p>Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant in letter head having a membership number with Institute of Chartered Accountants of India. (In case of JV , turnover certificate of each individual partner of JV)</p>
4.	Valid Digital Signature Certificate	Confirmation in the form YES/NO for possessing the supporting document	<p>a). If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>OR</p> <p>b). if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder.</p>
5.	Undertaking in support of the authenticity of submitted information and documents and other commitments	Confirmation in the form YES/NO regarding submission of information.	A commitment is to be uploaded in the form of UNDERTAKING on company's letter head as per the format given in the bid document (Annexure-II). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
6	Legal Status of the bidder	Confirmation in the form YES/NO possessing the supporting documents	<p><u>Any one of the following document</u></p> <p>:</p> <p>i. Recent Affidavit or any other document to prove Proprietorship/Individual status of the bidder.</p> <p>ii. Partnership deed containing name of partners</p> <p>iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p> <p>iv. Joint venture Agreement containing names of the partner, power of attorney to the Lead Partner and share of each partner.</p>
7	Valid Permanent Account Number (PAN)	Confirmation in the form YES/NO for possessing the supporting document	Copy of PAN card issued by Income Tax department, Govt. of India. (In case Jv , PAN Card for each individual partner)
8	Valid GST Registration Certificate	Confirmation in the form of Yes/No regarding possessing of required documents as enlisted in NIT w.r.t GST status of bidder	<p><u>The following documents depend upon the status w.r.t GST as declared bidder</u></p> <p><u>Status: GST Registered Bidder /Dealer</u> <u>Documents: GST Registration certificate (ie GST Identification No) issued appropriate authority</u></p> <p><u>Status: GST unregistered Bidder/Dealer</u> <u>Documents :A certificate from a practicing CA having membership No with Institute of Chartered</u></p>

			Accountant of India certifying that the bidder is GST unregistered Bidder /Dealer in compliance with the relevant GST Rules.
9.	Integrity pact(NOT APPLICABLE FOR THIS TENDER)	NOT APPLICABLE	NOT APPLICABLE
10	e-Payment Mandate	YES	As per annexure V
11	Any other document as per specific requirement of tender.		
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

9. **Submission of Bid:**

All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

- a. The bidder should strictly comply with following instructions :
 - i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I and cover-II.
 - ii. Two parts of the bid should contain the details as follows:

Part-I/cover-I and OID :

Contractors bid

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

Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. **No conditional bid shall be allowed/accepted.** This User Portal Agreement will be a part of NIT/Contract Document.

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.

- d. **Letter of Bid:**The format of Letter of Bid (Annexure-I) will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

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.

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

e. **Confirmatory Documents :**

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

- f. **General Technical Evaluation (GTE):-** The bidder will have to provide the required information in the GTE template while submitting the bid. The information should be provided by the bidder by filling up the relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bids automatically.

g. **Price Bid (Part-II):**

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

- a) The bidder should strictly comply with following instruction.

- i. The bidder are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I- Part-I, OID and cover-II.
- iii. Two parts of the bid should contain the details as follow:
Part-I/ cover-I and OID:
Letter of bid, Authorization (if any)
Information on Eligibility/ Qualifying criteria as detailed above including necessary scanned documents as elaborated there.

Part-II/ cover-II: Prices only in the Excel format as indicated in the Bid document.

- b) Information on eligibility criteria:

All necessary information as detailed above will be required to be uploaded in the links Cover-I.

- c) Price Bid (Part-II): The Price bid in excel format under different heads and / subheads will be downloaded by the bidder and they will quote for all items/Heads/ subheads on this excel file.

Thereafter, the bidder will upload the same Excel file during bid submission in cover II. The price bid of bidder will have no condition. The price bid which is incomplete and not submitted as per Instruction given in NIT (and also online) will be rejected. Any alteration / modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all taxes, if any but excluding GST.

The excel sheet may or may not compute the GST (total GST, component of GST payable by the bidder and component of GST payable by deptt.) as per predefined logic and BOQ. The L-1 will be decided based on cost to the company.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate category of bidder/ bidder's status from the following list given in the BOQ:-

- i) GST Registered Bidder.
- ii) GST Unregistered Bidder.

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

Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation cess etc. as applicable Li will be decided based on cost to the company.

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

The rates quoted by bidder shall be inclusive of all Taxes but excluding GST.

~~The excel sheet will compute the Service Tax (Total Service Tax, component of Service Tax payable by the bidder and component Service Tax payable by department) as per predefined logic.~~

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

DECISION OF L-1 :

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

COST TO COMPANY = Quoted Price of Bidder (+) Goods and Service Tax

***The GST and thus total awarded value will be calculated on the quoted L1 rate at the time of TCR.**

- 10.** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no

circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

11. Extension of Time Schedule of Tender :

If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then again for another five days. This extension will be also applicable in case of receipt of zero bids.

After two extensions (as applicable) as stated above the tender shall be opened irrespective of available no. of bids on the extended date of opening of tender. If any of the above extended dates

falls on Holiday i.e. a non-working day as defined in the e-procurement portal then the same is to be rescheduled to the next working day.

However, in exceptional cases an extension of end date of Bid submission can be done by issuing corrigendum. Bid opening date will correspondingly be extended.

12. Opening of Bid :

- i) Tenders [**Cover-I** (Technical-bid) and **Cover-II** (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.
- ii) The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
- iii) After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System.

13. Evaluation of Tender:

- i) After Opening of Price-bid, the documents submitted by L-1 bidder in Cover-I 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 L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- ii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder 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 L-1 bidder. The L-1 bidder will get this information on their personalized dash board 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 made 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 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 7days.
- iii) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- iv) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- v) In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then his bid shall be rejected and EMD or Rs. 1.00 lakh, whichever is lower, of the bidder will be forfeited. Also HE will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
- vi) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- vii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in clause No. (i) to (v) above.
- viii) The process as mentioned at Clause No.(vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- ix) In case none of the bidders complies the technical requirement, then re-tender will be done.
- x) The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same Tender Inviting Authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the EMD of the bidder will be forfeited.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

14. Bid Validity:

The Bid Validity Period will be 120(one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

15. Modification and Withdrawal of Bid

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

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

1. the EMD will be forfeited and
2. the bidder will be debarred for 1(One) year from participating in tenders in CCL.

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.

Note:

1. *In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10 days time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The Bidder has to confirm the withdrawal by sending a confirmation letter by Regd Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request of withdrawal will be ignored and Tender evaluation process will continue as usual.*
2. *However if the concerned Bidder is a Partnership firm and if any of the partners want to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CCL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of 10 days, it will be construed that bidding firm has dissolved and its bid will be treated as withdrawn.*
3. *CCL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated else where in this document.*

16. GUARANTEE/ WARRANTY:-

The firm shall withstand guarantee/warranty for a period of 1000 working hrs or 03 Months from the date of commissioning for the portion of work carried out by the firm for any bad workmanship and / or use of faulty materials, whichever is earlier.

If any item repaired against the work order fails because of poor workmanship or quality, the same should be attended within 10 days of receipt of intimation and shall be repaired free of cost within 30 days from the date of issue of the Letter of Intimation.

17. Penalty clause :-

If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

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

OR

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

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

18. PAYMENT :-

(a.) 90% payment will be made within 30 days of submission of bill after successful completion and acceptance of job. The firms will be required to submit the bank details in the prescribed format along with tender document. The balance retained 10% payment will be made after completion of warranty period.

b) Finance Manager, NK Area , CCL, PO- Dakra ,Dist- Ranchi.

19. MODE OF PAYMENT:-

The payment will be made through Electronic System only. Any other payment term will not be considered. Refer Annexure.

20. WORK COMPLETION PERIOD:-10days

21. PACKING &TRANSPORTATION:-

To & Fro Transportation of the tools, tackle hoses and others from the bidder site to the job site(Dakra, Purnadih, Rohini, KDH Projects) will be the sole responsibility of the firm.

22. SUBMISSION OF BILL:-

Final Pre-receipted bill in Triplicate must be submitted along with the required documents as per payment clause to the PE (Excv)Dakra/Purnadih/Rohini/KDH OC Project, NK Area (Jharkhand).

23. PAYING AUTHORITY:-

Finance Manager, NK Area , CCL, PO- Dakra ,Dist- Ranchi.

24. Assistance from CCL :-

CCL will provide necessary assistance like electrical power supply, Crane, required material free of cost mentioned above as and when required by the bidder .

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

26. 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 e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract and complete the work as per order .Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order In addition, the department may ban the bidder for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

27. This Tender Notice shall be deemed to be part of the Contract Agreement.

28. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
29. Any addendum/corrigendum/date extension etc in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
30. The other terms and conditions not covered under this tender document will be governed as per Manual for e-Procurement of works & Services and also as per the Manual of Coal India Limited.

Staff Officer (Excvt.)/NK Area

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The **Central Coalfields Limited** (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.3 below.
- 2.2 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA
- 2.3 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

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.

INSTRUCTIONS TO BIDDERS

3. QUALIFICATION OF THE BIDDER

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at Cl. No.6& 7 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.
- 3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:
- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

Notes:

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

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

- 6.1. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2. It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.3. The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.
- 6.4. The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid

INSTRUCTIONS TO BIDDERS

document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:

i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, Commercial Terms and conditions, Special notes and & additional terms & conditions, safety norms etc.), iv) Integrity Pact, if applicable; v) Various Forms of Securities, undertaking, form of Article of Agreement, vi) Bill of Quantities and technical specifications. vii) e-tender user portal agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. LANGUAGE OF BID

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

10. BID PRICES

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

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

10.3. All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, payable by the 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 Prices submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CCL), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

INSTRUCTIONS TO BIDDERS

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

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

11. CURRENCIES OF BID AND PAYMENT

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

12. BID VALIDITY

12.1 The Bid Validity Period will be 180 (one hundred eighty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

13. BID SECURITY/EARNEST MONEY DEPOSIT

13.1. The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause No.4 of e-Tender Notice. In case of extension of Bid validity on mutual consent, the validity of BG shall be suitably extended.

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

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

13.4. The Bid Security/ EMD, submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security . The bid security/EMD, (submitted through Net-banking or NEFT/RTGS) of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

13.5. The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent;

OR

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) sign the Agreement; OR (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

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

14. DEADLINE FOR SUBMISSION OF BIDS

INSTRUCTIONS TO BIDDERS

14.1. Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

14.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-Tender Notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

15. SIGNING AND SUBMISSION OF BID

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

15.2 Submission of bid shall be as detailed at Clause No.8 of e-Tender Notice.

16. EVALUATION AND COMPARISON OF BIDS.

16.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CCL at each stage as deliberated at Clause No.11,12& 13 of e-Tender Notice. The bidder shall also comply with system requirement as deliberated at Clause No 10 of e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Service Tax as applicable. L-1 will be decided based on Cost to the Company.

16.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

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

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

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

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

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

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

17. AWARD CRITERIA

17.1 Subject to Clause No.19, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2; and
- b) Qualified in accordance with the provisions of Clause 3.

INSTRUCTIONS TO BIDDERS

17.2 The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time

17.3 After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

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

18.1 Notwithstanding Clause No.18, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

19. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

19.2 The notification of award will constitute the formation of the Contract. The works should be completed as per period specified in the NIT from expiry of 10(ten)days from the issue of letter of acceptance issued by department or from 7th day of handing over of the site or handing over of reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances whichever is latest.

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

In case of failure to enter into agreement within specified period or extended period on the written request of the bidder, if any, the department in addition to other penal measures as per rules of company debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

19.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security/ Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 13.3.

19.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

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

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

INSTRUCTIONS TO BIDDERS

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

20. PERFORMANCE SECURITY/SECURITY DEPOSIT

20.1 Security Deposit shall consist :

a. Performance Security to be submitted at award of work and deposit shall bear no interest.

20.2 Performance Security should be 10% of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below :

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at.....
Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Demand Draft drawn in favour of Central Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security..

The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security at bidder's option.

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

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

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract(Guarantee Period).

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

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

20.3 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

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

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period or on its due extension till completion of the rectification works as required.

INSTRUCTIONS TO BIDDERS

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

- a) For some specialized items of work or any other item of work deemed as 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period.
- b) **10% of the security (Performance security deposited shall be refunded after expiry of Guarantee Period and claim Period of three months.)**

21. Safety issues :

Contractor will be responsible for safety of their deployed. They will provide all safety appliances and gadgets to their workers and ensure that their workers give top priority to safe working practices. Safety is not to be compromised under any circumstances, as this is a statutory requirement. No work person shall be deployed by contractor without wearing safety appliances.

22. Gate pass for to & fro movement of vehicle, tools and tackles, all items to be used at site: Proper entry shall be made in the register on mine gate during entry and exit time. Competent authority of the project will facilitate timely issue of gate passes for above purpose.

23. Payment of contractors workers through Bank: The contractor should facilitate opening of Bank account for his workers and to ensure payment through Bank only.

24. VTC Training (if applicable): VTC Training is statutory requirement concerning the safety of contractors labours and for any work within Mines Area. Only VTC trained labour shall be deployed by the contractor. The contractor shall follow all law/ guidelines in this regard and arrange for VTC training in respect of his workers who are not VTC Trained.

25. No work person shall be deployed in mines , unless until he has gone through IME/PME (as applicable).

26. No work person shall be deployed in mines, unless until he has been enrolled in the form-B register and having valid VTC and attendance has been marked in the Form – D register / Form-E register.

The complete safety of manpower deployed by the Bidder for aforesaid Scope of Work will be the responsibility of the Bidder only . Bidder will be responsible for any compensation to be paid to Workmen engaged by them . Safety measures will be taken as per companies Rule. The job shall be done as per standard code of practices framed by Project Engineer (Excvt) / Project officer , Purandih/Dakra/Rohini/KDH Projects.

27. EMPLOYMENT OF LABOUR

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

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

Bidder shall also submit statutory returns.

27.2 The bidder shall comply with statutory requirements of various acts including CL (Prohibition & Regulation) Act, 1986 and Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

27.3 The bidder shall also follow other guidelines as incorporated at Clause 09 of GTC covered under additional responsibilities of the contractor.

27.4 Where the contract is for a period of more than six months, the payment to the contractor's laborers has

INSTRUCTIONS TO BIDDERS

to be made through Bank only.

28. LEGAL JURISDICTION

28.1 Matter 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 local court only where the subject work is to be executed.

29. e-Payment

29.1 Bidders will be required to submit an e-Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

30. Change in the Constitution of Contracting Agency.

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

31. Miscellaneous.

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

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

31.3 Notwithstanding any clauses, there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Central Coalfields Limited, represented at Head Quarters of the Company by the General Manager (EXCAVATION)) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "Principal Employer" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/ Contractors" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such

individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "Sub-Contractor" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

vii) "**Engineer-in-charge**" shall mean the officer nominated by the company in the Excavation cadre / discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xi) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) "**Contract amount**" shall mean:

a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.

b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.

xiv) "**The constructional plant**" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) "**Department**" means the Excavation Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xix) "Drawings"/"Plans" shall mean all:

- a. drawings furnished by the owner with the bid document , if any, as a basis for proposals,
- b. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- c. subsequent working drawings furnished by the owner in phases during progress of the work, and
- d. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :

- a. Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b. Indian Electricity Act and Rules and Regulations made there under.
- c. Indian Mines Act and Rules and Regulations made there under.
- d. Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. Contract Documents and Miscellaneous Provisions :

The following documents shall constitute the contract documents :

- i) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidders.
- ii) Notice Inviting Tender and Instructions to Bidders.
- iii) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- iv) Specifications/ scope of Work, if any.
- v) Safety Code etc. forming part of the tender,

2.1 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets

of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

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

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

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

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2. 4 Acceptance of Offer :

“Letter of Acceptance”- is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

3. Discrepancies in contract documents & Adjustments thereof

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

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

3.3 Any difference detected in the tender/ tenders submitted resulting from:

- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.
- d) In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

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

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

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a repairing schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

5.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

5.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

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

OR

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

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

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

contract value of the works for each week or part of the week subject to a ceiling as described at Cl.5.2.

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

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

5.2.4 In the event of such termination of the contract as described in clauses 5.2.2 or 5.2.3 or both, the company, shall be entitled to impose penalty/LD .Additionally the contractor shall/may be debarred from participating in the future tenders for a minimum period of 12 months.

5.3Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

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

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

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

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

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

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

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

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

5.4.1The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-Charge within 1(one) month of the date of receipt of such request.

5.4.2The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

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

5.4.3Provisional extension of time may also be granted by the Engineer-in-Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

5.4.4When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

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

Such extension of time granted by the Engineer-in-Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

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

6. Material Supply & other facilities :

6.1All materials, tools and plants brought to site at his own expense by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

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

6.3 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is more.

6.4 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

6.5 The contractor shall arrange necessary electricity in his establishment. However, if available and feasible the company may arrange electricity at one point near the work site free of cost.

7. Quality Assurance - Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the scope of work, specifications, ..

7.1 The contractor shall be responsible for correct and complete execution of the work in a workman like manner.. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

7.2 The contractor shall immediately after the award of work draw up a schedule giving dates as required or necessary as per the scope of work for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

7.3 The company, through the Engineer-in-Charge, shall have full powers to reject any work due to a defect therein for not conforming to the required specification, for reasons of poor workmanship. The contractor shall forthwith remedy the defect and no further work shall be done pending such rectification, if so instructed by the Engineer-in-Charge.

7.4 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof,, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

7.5 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the scope of work, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge

7.6 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose.

8. Payment

8.1The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

8.2Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

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

9 Termination, Cancellation, Suspension and Foreclosure of Contract

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

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

Or

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

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

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

Or

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

9.1The contract shall also stand terminated under any of the following circumstances:

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

composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

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

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

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

Or

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

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

10.3 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and the Engineer-In-Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

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

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the

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

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site .
- b) to pay the contractor at the contract rates full amount for works executed

11. Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

12. Completion Certificate / Defect Liability Certificate

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects)indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

12.2 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

13. Additional Responsibilities of the Contractor(s)

The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications,

experience and full postal address of each and every technical personnel employed at site by him.

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

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

ii) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

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

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

vi) The contractor shall maintain all records 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, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

The item wise rate quoted shall be exclusive of Service Tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment/deposit of Service Tax (share of service provider) is the responsibility of the service provider.

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

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and

to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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

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

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer including payment of provident fund considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. 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 consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

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

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

a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently

covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

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

b). Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building .

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xix) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer-in-Charge.

xx) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

14. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

15. 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 Area GM or GM/HOD(Excavation). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

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SAFETY CODE.

1. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. Those engaged in welding works shall be provided with welder's protective eye-shields.
2. The Contractor shall not employ men and women below the age of 18 years on the work.
3. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
 - i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
4. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
5. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
6. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

SPECIAL CONDITIONS OF CONTRACT
Technical Specifications to be followed

ANNEXURES

Annexure-I

LETTER OF BID

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To :

Sub : BID for the Work _____

NIT No.:**dated**.....

Tender Id No:

Dear Sir,

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

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

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

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

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

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 andcoalfields ltd

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision, **CentralCoalfieldsLimited** shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder

Annexure-II

PERFORMA FORUNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

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 Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of **Central Coalfields Limited**.
*** (If so, furnish the name, designation & place of posting of employee of CCL and name of the bidder/partners/directors, who are relative of the employee of CCL)**
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/We have submitted particulars of existing Sales Tax / VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. 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.
8. *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.

*** Delete whichever is not applicable.**

9. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.
(In case of JV, all partners are covered)

Or

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

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

**** Delete whichever is not applicable.**

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.
11. (a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.
(b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted

Signature of the Bidder

(In case of JV signature of all partners of JV)
Dated.....

ANNEXURE-V

E-Payment
 (To be returned to the company)
 To,
 The Area Finance Manager (NK Area),
 Central Coalfields Limited,
 P.O. :Dakra,
Dist.: Ranchi (Jharkhand).

Dear sir,
 Ref: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered/not registered (Strike out whichever is not applicable) with CCL for e-payment.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

B. The details for facilitating the payments(if not registered with CCL) are given below:-

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO.(WITH STD CODE)	
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO (WITH STD CODE)	
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	
(I)	BANK ACCOUNT NO	
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS,SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7.	CCL VENDOR CODE	

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No..... with our branch and the Bank particulars mentioned above are correct.

(Authorized signatory)

Authorization No:

Name:

Official stamp

Date

(Signature of Authorized official from the Banks)

Format for Bid Securing Declaration

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly accept/(s) that if I/We withdraw or modify my/our Bid during the period of validity, or if I/we are awarded the contract and fail to sign the contract agreement, or to submit performance security before the deadline as per NIT/ Tender document / Letter of award or any other default made by me/us till execution of agreement as defined in the NIT/Tender Document, I/we will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

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