


<p>COAL INDIA LIMITED (A MAHARATNA COMPANY) Coal Bhavan, Welfare Department, Premises No. 04, Action Area 1A, New Town, Rajarhat, Kolkata - 700 156 Phone: 033-2324 4127, Fax: 033-2324 4115 Website: www.coalindia.in, E mail: gmwelfare.cil@coalindia.in</p>		<p>कोल इंडिया लिमिटेड (महारात्न कंपनी) कोयला भवन, कल्याण विभाग, परिसर संख्या ०४, एक्शन एरिया 1 ए, न्यूटाउन, राजरहाट, कोलकाता-७००१५६. फोन: ०३३-२३२४ ४१२७, फैक्स: ०३३-२३२४ ४११५ वेबसाइट: www.coalindia.in, ई मेल: gmwelfare.cil@coalindia.in</p>
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Ref No.: CIL/C2D/55188/2020/1362

Date: 08.09.2020

Notice Inviting Tender

Domestic e-Tender Document

For

**PROVIDING CANTEEN SERVICES
AT COAL BHAWAN, COAL INDIA
LIMITED, NEW TOWN, RAJARHAT,
KOLKATA – 700156.**

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SECTION-I

e-TENDER NOTICE

1. Digitally signed and encrypted e-Tenders are invited under Two Part system on the website <https://coalindiatenders.nic.in> from the reputed and experienced agencies for the following work:

Description of work	Location	Estimated Value (₹)	Earnest Money (₹)	Period of Service (in Days)
Providing Canteen Services at Coal Bhawan, Coal India Limited, New Town, Rajarhat, Kolkata - 700156.	Coal Bhawan, Coal India Limited, New Town, Rajarhat, Kolkata - 700156.	2,42,72,500.00	3,03,406.00	730

Note:

- a. There is No TENDER FEE.
- b. Availability of Input Tax Credit to CIL: **Not Available**
- c. *The bid documents will be available on the website <https://coalindiatenders.nic.in> and <https://www.coalindia.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored on the Central Public Procurement Portal (CPPP) of Govt. of India (<http://eprocure.gov.in>)*

2. **Time Schedule of Tender:**

S. No.	Particulars	Date	Time
1	Tender e-Publication date	09.09.2020	12.00 hours (IST)
2	Document download start date	09.09.2020	12.00 hours (IST)
3	Document download end date	30.09.2020	17.00 hours (IST)
4	Bid Submission start date	09.09.2020	12.00 hours (IST)
5	Bid submission end date	30.09.2020	17.00 hours (IST)
6	Start date for seeking Clarification on-line	09.09.2020	12.00 hours (IST)
7	Last date for seeking Clarification on-line	16.09.2020	17.00 hours (IST)
9	Date of Bid Opening (Technical-bid)	01.10.2020	17.00 hours (IST)
10	Date of Bid Opening (Price Bid)- Tentative	08.10.2020	17.00 hours (IST)

3. **Deposit of EMD:**

The bidder will have to make the payment of EMD through ONLINE mode only. In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have

to make payment as per the Challan(s) generated by system on e- Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL account before submission of bid.

- 3.1. The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL's designated account and the information flows from Bank to e- Procurement system. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the scheduled last date and time of submission.
- 3.2. In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.
- 3.3. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money.

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

4. 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.

5. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e- Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

6. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.7 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

7. Eligibility Criteria:

A. Work Experience:

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

Similar nature of work shall mean the running of the Canteens/Canteens of PSUs / Government departments/ institutions / organizations / companies /large guest houses serving meal to minimum of 200 persons per day.

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

The cost of executed works shall be given a **simple** weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

Data to be furnished by Bidder on-line:

- (i) Start date of the year for which work experience of bidder is to be considered for eligibility.
- (ii) Start date & end date of each qualifying experience (similar nature)
- (iii) Work Order Number/Agreement Number of each experience.
- (iv) Name & address of Employer/Work Order Issuing authority of each experience
- (v) Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or the actual % of share in case of a Joint Venture/ Partnership firm).
- (vi) Executed Value of work against each experience.
- (vii) In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Bidder should also submit Work order, Bill of Quantities (BOQ) and/or TDS along with the bid.

B. Working Capital:

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

Data to be furnished by Bidder on-line:

- (i) Amount of available working capital inclusive of lines of credit and availability of other financial resources
- (ii) Date on which the bidder possesses the required working capital
- (iii) Name of the Chartered Accountant (CA)
- (iv) Membership Number of CA who certifies the bidder's working capital on a particular date
- (v) Date of Issue of Certificate
- (vi) In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): Certificate of Working Capital issued by a Practicing Chartered Accountant having a member- ship number with Institute of Chartered Accountants of India containing the information as furnished by bidder online.

C. Permanent Account Number:

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

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

- (i) Confirmation in the form YES/NO regarding possessing PAN

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

PAN CARD of the bidder

Note: In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).

D. Performance Certification:

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

- (i) Confirmation in the form of YES/NO regarding the submission/uploading of **performance certificate**.
- (ii) The bidders' performance, as per format at **Annexure-XI** for each work completed and in- hand should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements.

E. Food license for Catering/Canteen services in Kolkata:

The bidder should possess a relevant Food Safety and Standards Authority of India Registration/ License as per provisions of FSS Act, 2006.

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

- (i) Confirmation in the form of YES/NO regarding possessing valid **food license for catering/canteen services**.
- (ii) Scanned copy of license to be uploaded by bidders in support of information/ declaration furnished online by the bidder as Confirmatory Document.

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

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

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

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

Note:

- i) *In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV.*
- ii) In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the payment of first running on account bill.
- iii) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- iv) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

G. Purchase Preference under 'Make in India' Policy for "Local supplier".

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

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

- 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under said order.
- 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under said order.
- 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

- i). Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note: -

All the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant with UDIN (in respect of suppliers other than companies) giving the percentage of local content.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

8. 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

9. Submission of Bid:

9.1. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

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

The bidder should strictly comply with following instructions:

- i. The bidders are requested to submit offers online in two parts in the links Cover-I, OID and Cover-II.
- ii. Two parts of the bid should contain the details as follows:

Part-I/Cover-I and OID:

Contractors bid
Details of Earnest Money
Information on Eligibility/Qualifying criteria as detailed in 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.

9.2. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Submission of Documents related to Eligibility Criteria (Name of Folder)	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
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1.	Work Experience (Ref. Clause No.7(A) of NIT)	Scanned copy of Satisfactory Work Completion / Executed Certificate (includes completed / ongoing works issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, BOQ and / or TDS may be sought during clarification or along with deficient documents. <i>Note:</i> In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.
2.	Working Capital (Ref. Clause No.7(B) of NIT)	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line. <i>Note:-</i> In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the Working Capital of the bidder for that particular financial year.
3.	Performance Certification (Ref. Clause No.7(D) of NIT)	Self-attested copy of performance certificate should be uploaded for each work, referred by the bidder in online portal. (As per Annexure-XI)
4.	Food License for canteen services (Ref. Clause No.7(E) of NIT)	Self-certified copy of food license - a relevant Food Safety and Standards Authority of India Registration/ License under FSS Act,2006, issued by appropriate authority of any state/government of India.
5.	Integrity Pact <i>(applicable for tendered value above Rs. 2.00 Crore)</i>	Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-X) . Note: In case of JV, Integrity Pact shall be signed by all the partners.
6.	Local supplier status of the Bidder	All the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant with UDIN (in respect of suppliers other than companies) giving the percentage of local content.
7.	Authorization for Digital Signature Certificate	a) If the bidder himself is the DSC holder bidding online, then blank document needs to be uploaded OR 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.
8.	Undertaking	<ul style="list-style-type: none"> Undertaking by Bidder/s on his/her/their Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document at Annexure-II. In case of partnership firm/Joint Venture, undertaking as per Annexure-XIII, is also to be submitted and signed by all the Partners of the Partnership Firm / Joint Venture (JV) firm.

9.	Micro and Small Enterprise (MSE)	If the bidder is MSE, they are required to upload all the required documents as per clause 3.3 and clause 17 of e- tender Notice. If the bidder is not MSE, then blank document needs to be uploaded.
10.	MANDATE FORM	The Bidder should submit MANDATE FORM for e-payment as per the format given in the bid document at Annexure-III .
11.	Letter of Bid	Letter of Bid by Bidder/s on his/her/their Letter Head as per Annexure-I . (In case of JV, Letter of Bid to be uploaded in the Letter Head of JV)
12.	Any other document	If the bidder does not have any document to upload in this folder, blank document needs to be uploaded.

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.

9.3. Other Important Document (OID):

Sl. No.	Submission of Documents related to Eligibility Criteria	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.	Valid Permanent Account Number (PAN) (Ref. Clause No.7(C) of NIT)	Copy of PAN card issued by Income Tax department issued by Govt. of India. Note: In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)
2.	Legal Status of the bidder	Any one of the following document: 1) Affidavit or any other document to prove Proprietorship/Individual status of the bidder. 2) Partnership deed containing name of partners 3) Memorandum & Article of Association with certificate of incorporation containing name of bidder 4) Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

3.	GST Registration (Ref. Clause No.7(D) of NIT)	<p>Any one of the following documents depending upon the status w.r.to Goods and services Tax 2017 as declared by Bidder in the BOQ sheet:</p> <p>1) Status: GST registered Bidder(but not under Composition Scheme):</p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.</p> <p>2) Status: GST unregistered bidder</p> <p>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.</p> <p><u>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance relevant GST rules or GST Registration Certificate of JV]</u></p>
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● **System Requirement:**

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

10. Letter of Bid: The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB. The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable. 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.

11. 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

12. Technical Parameter Sheet (TPS) (If applicable): The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same

Excel file during bid. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

13. Price Bid (Part-II):

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.

However, in case of tenders having provision for exemption of EMD, the bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

The rates quoted by bidder shall be inclusive of all charges, taxes, levies and duties but excluding GST and GST Compensation Cess (if applicable)

The excel sheet will compute the impact of GST as per predefined logic.

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 GST registration Status from the following list given in the BOQ:

- (i) GST Registered and opted for composition scheme
- (ii) GST Registered and not opted for composition scheme
- (iii) GST Unregistered

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:

If Input Tax Credit is Available:

COST TO COMPANY = Quoted Price of Bidder

If Input Tax Credit is Not Available:

COST TO COMPANY = Quoted Price of Bidder (+) Impact of GST

The evaluation of tender and L1 status shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.

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. L1 will be decided based on cost to the company.

Payment of Contractor's liability of GST and GST compensation cess (if applicable) would be made to the contractor only on submission of Bill/Invoice in accordance with the provision of relevant Goods

and Services Tax Rules. Payment/deposit of contractor's liability of GST and GST compensation cess(if applicable) is the contractor's responsibility.

The rate quoted by the bidder shall be exclusive of GST and GST compensation cess (if applicable) and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. If the bidder has opted for composition levy, no tax under GST shall be charged by him.

The Tax Invoice raised by the contractor must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of CIL, Kolkata. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods/services, shall be shown separately in tax invoice.

In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CIL shall be restricted to the amount of GST and GST compensation cess (if applicable) charged on the original tax invoice issued by the supplier.

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

- 14.** 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 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.

15. Opening of Technical Bid:

- Opening of Technical bid: The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be rejected.
- All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "technical bid opening summary" will be uploaded on the same day.

16. Technical Evaluation of Tender:

- A.** After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for opening of price bid.

- B.** In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non- submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- C.** It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D.** The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E.** In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F.** Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- G.** In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H.** After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened after preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e- Procurement portal of CIL after rescheduled date and time.
- I.** In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- J.** If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL.
- Note:** In case *If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.*
- K.** Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:
- L.** In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

- Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note:- The work is for Canteen Services which has to be executed by a single agency. Hence it has been considered as non-divisible.

Verification of local content:

- I. All the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant with UDIN (in respect of suppliers other than companies) giving the percentage of local content.
- II. CIL may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- III. False declarations will attract banning of business of the bidder for a period up to two years and with process in line with clause 16 of GTC.
- IV. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

17. Procurement from Micro and Small Enterprises (MSEs)

Price Preference – (THE SUBJECT JOB SHALL BE TREATED AS NON-SPLIT TENDER UNLESS OTHERWISE MENTIONED SPECIFICALLY FOR SPLITTING THE JOB, HENCE THE PRICE PREFERENCE TO MSEs SHALL BE APPLICABLE FOR COMPLETE 100% JOB)

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

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

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

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

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

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

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

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

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

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

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

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a

period up to 31.03.2021 only. Mandatorily bidders need to have "Udyam Registration Certificate" after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

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

NOTE: -

The work is for Canteen Services which has to be executed by a single agency. Hence it has been considered as non-divisible.

18. 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.

19. Auto Extension of Critical Date

If number of bids received online is found to be less than 03(three) on end date of bid submission, then the following critical dates of the Tender will be automatically extended initially for a period of 02(two) days ending at 17.00 hrs and if the number of bids still remains less than 03(three) then for another 05(five) days ending at 17.00 hrs:

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

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

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

Notes:

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

20. One Bid per Bidder:

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 Limited / Private Limited Company. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

21. 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:

- The EMD will be forfeited and
- The bidder will be debarred for 1 (*One*) year from participating in tenders in CIL.

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.

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

23. Refund of EMD to Unsuccessful Bidders:

- 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).
- 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.
- 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.
- In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited.
- 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.
- The EMD of successful bidder (on Award of Contract) will be retained by CIL and will be adjusted to Performance Security Deposit.

24. 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.

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

26. 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.

27. 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.

28. Pre-Contract Integrity Pact (**applicable for tenders with estimated cost exceeding Rs. 2.00 Crores**):

The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document.

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

Sl. No.	Name	Email Id
1.	Sri Anil Kaushal	kaushal.anil17@gmail.com ; Mobile - 8800028118/ 9868128118
2.	Sri Sudhir Kumar	stomar2@gmail.com ; Mobile-09871054454

Tender Inviting Authority

SECTION-II

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1. The Coal India 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 venture. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-Tender Notice at Clause No.6.
- 2.2. Joint Venture: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids with estimated cost above Rs.2.0 crores).

Joint Venture details:

Name of all partners of a joint venture (not more than 3):

- Lead partner
- Partner
- Partner

Joint Venture must comply the following requirements:

- (i) Minimum qualification requirements for Joint Venture:
- a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated in e-tender notice towards fulfillment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (Working Capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated in e-tender notice towards fulfillment of qualification criteria related to Working Capital.
- (ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- (iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- (iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

INSTRUCTIONS TO BIDDERS

- (v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- (vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- (vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- (viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- (ix) The bid should be signed by all the partners of the Joint Venture.
- (x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
- (xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- (xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture or one or more partners of the Joint Venture.
- (xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected. If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
- (xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to Joint Venture firm, they will register the JV agreement in accordance with Registration Act.
- (xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN etc shall be submitted by JV before making any payment.

INSTRUCTIONS TO BIDDERS

2.3. 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.

2.4. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Instructions to Bidders (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.

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

2.6. 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. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to G M (Welfare)/ Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of G M (Welfare)/ Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

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

Note:

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

INSTRUCTIONS TO BIDDERS

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, investigation report, existing works, if any, connected to the tendered service, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the service. 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 document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre-contract Integrity Pact
- g. User portal Agreement
- h. Guidelines for Banning of Business
- i. Other document, if required.

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.

INSTRUCTIONS TO BIDDERS

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 Sub-Clause 1.1, 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 No. 13 of e- Tender Notice.

10.3. All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies (as applicable in States) 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 Price submitted by the Bidder. However, If the bidder is registered under composition scheme, the rate quoted by bidder should be inclusive of GST. 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 such levy by virtue of any Act, notification etc .

Similarly, if there is any decrease in such duties, Taxes and levies the same shall become recoverable from the contractor and the contract shall also be bound to charge the decreased rate of tax in the tax invoice accordance with the provisions of the relevant Act and the rules made there under

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable (except for bidders registered under composition scheme). The payment of GST and GST Compensation Cess by service availer (i.e. CIL to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor. However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and /or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

If CIL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the

INSTRUCTIONS TO BIDDERS

applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the contractor.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

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 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.

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 (if deposited in the form of BG) 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:3 of e-tender notice.

13.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non- responsive.

13.3. 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).

13.4. The Bid Security / EMD 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 the end date of Bid submission 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: Sign the Agreement;

or

Furnish the required Performance Security and Additional Performance security, if any;

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

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

INSTRUCTIONS TO BIDDERS

- 13.6. The Bid Security/ EMD deposited with the Employer will not carry any interest.
- 13.7. 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.
- 13.8. 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, bidder should submit E-Mandate form in format provided by company.
- 13.9. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- 13.10. 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.

14. DEADLINE FOR SUBMISSION OF BIDS

- 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 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 Letter of 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.9 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 CIL at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods & Services 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.

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.

INSTRUCTIONS TO BIDDERS

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

Such additional performance security shall be applicable for Item-rate or Percentage-rate Tenders.

Such additional performance security shall be furnished by bidder along with normal performance. Security as per Cl. No. 4 of GTC.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder

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

Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter*. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

17. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

18. AWARD CRITERIA

18.1. 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.

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

19.1. Notwithstanding Clause No. 18, the Employer reserves the right to accept 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.

20. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

20.1. The Bidder, whose Bid has been accepted, will be notified / communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the

INSTRUCTIONS TO BIDDERS

20.2. Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price"). The offline communication of LOA shall not be mandatory.

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

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. The bidder will also be banned from participating in re-tender. No payment for the work shall be made before execution of this agreement.

20.4. In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per provision of e-Tender Notice.

20.5. The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy 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 designating officer.

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 designating officer, his representatives or any other officials authorized by the company for the purpose.

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

21. PERFORMANCE SECURITY/SECURITY DEPOSIT

21.1. Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions)

22. EMPLOYMENT OF LABOUR

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

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

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

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

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

The contractor's workmen shall be paid through Bank.

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

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

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

22.2. The bidder shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 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.

22.3. The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor

22.4. Where the contract is for a period of more than six months, the payment to the contractor's labourers has to be made through Bank only.

23. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

24. e-Payment

24.1. Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

INSTRUCTIONS TO BIDDERS

25. Integrity Pact (applicable for tenders with estimated cost exceeding Rs. 2.00 Crores).

25.1. Bidders are required to submit the Pre-Contract Integrity Pact duly signed & witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

26. Change in the Constitution of Contracting Agency.

26.1. 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.

27. Miscellaneous.

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

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

SECTION-III

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Coal India Limited, represented at Head Quarters of the Company by the G M (Welfare) 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 over, under, in or through which the Permanent works or Temporary works designed by Administration Department 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) "**G M (Welfare)**" shall mean the officer nominated by the company in the discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The G M (Welfare)/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 G M (Welfare) /Designated Officer in Charge may further appoint his representatives i.e. another person 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 G M (Welfare)/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. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- viii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

- ix) 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 Welfare Department, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi) "**Contract amount**" shall mean: 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.
- xii) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the 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.
- xiii) "**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.
- xiv) "**Department**" means the Welfare Department of Coal India Limited
- xv) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - Indian Electricity Act and Rules and Regulations made there under.
 - 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:

- Articles of Agreement.
- Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the Conditions of contract incorporated in the tender document issued to the bidder.
- Notice Inviting Tender and Instructions to Bidders.
- Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Statutory Obligations of the contractor etc. as applicable.
- Frozen terms & conditions / technical parameters and revised offer, if any.
- Specifications/ scope of Work, if any.
- Schedule of quantities (or Bill of Quantities) along with accepted rate.
- Integrity Pact (If applicable).
- Guidelines for Banning of Business.
- Any other document if required.

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 designating officer.

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 G M (Welfare), or 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 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 HOD Welfare/ Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of HOD Welfare / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

2.5 Acceptance of Offer:

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

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications etc. the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) General specifications.
- d) BIS Specifications.

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

3.2. Any error in description, quantity or rate in Bill of Quantities 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 the Specifications forming part of the particular contract document.

4. Security Deposit:

4.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- i. 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 Kolkata or branch at Kolkata Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- ii. Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- iii. Demand Draft drawn in favour of 'Coal India Limited' on any Scheduled Bank payable at its Branch at Kolkata

The Security Deposit if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank on **S.F.M.S.** platform. The issuing bank will have to send the BG details through **SFMS** to our bank, the details of which are as below: -

Name of the Bank: ICICI Bank
Branch name: Rasoi Court
IFSC Code: ICIC0000006
Account No: 000651000038
Customer ID: 066312.

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/ 1st part of security deposit.

The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

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

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

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

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

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

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

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

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work, which shall be 90 days.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Cl.4.2.

4.4 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.

4.5 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the HOD Welfare, the security deposit remaining with the company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the HOD Welfare)

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work.

4.6 Additional performance security: (applicable for item rate as well as percentage rate tenders):

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

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

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

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

Additionally, the company may ban such defaulting contractor from participation in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter*. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

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

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

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

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

5. Deviations/Variations in Quantities and Pricing.

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

- 5.1** The company through G M (Welfare) or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by G M (Welfare) or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

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

- 5.3** If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the G M (Welfare) as follows:

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

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

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

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

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

- c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. G M (Welfare) shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD.
- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

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

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

a) 75% of the rate recommended by G M (Welfare) / accepting authority of the company, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

b) 50% of the rate recommended by G M (Welfare) /accepting authority of the company, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD norms.

5.6 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

Quantity variation beyond the permitted quantity mentioned in the BOQ shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.

5.7 The company through G M (Welfare) or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by G M (Welfare). No claim from the Contractor shall be entertained/ accepted on these grounds.

5.8 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

6. 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, G M (Welfare) and the contractor shall agree upon on the basis of a work schedule submitted 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, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

*For Specialized Works/High Value Works (above Rs 5 crores), the period shall be 30 days.

- 6.1** If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the 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.

- 6.2** If the contractor fails to complete the schedule work 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.

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

- 6.2.1.** The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.6.2.

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

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

6.2.4. In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 11. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to G M (Welfare).

Force Majeure:

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

Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. 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 exist.

Serious loss or damage by fire and abnormally bad weather.

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

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

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

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

7. Material Supply & other facilities:

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

* The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the HOD Welfare.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the G M (Welfare) sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2 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.

7.3 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 G M (Welfare) 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.

7.4 All charges on account of GST, GST compensation cess (If applicable) and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

8. Quality Assurance - Materials and Workmanship

CIL shall frame an efficient quality assurance programme to ensure good quality and hygienic food to the employees of CIL and dignitaries. Progressively ISO 22000 Food Safety Certification or equivalent certification issued by National agency in respect food safety and quality Standard & Relevant International Standards in vogue from time to time will be implemented for all catering unit.

8.1. The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to maintain ISO 22000 Food Safety Certification or equivalent certification issued by National agency in respect food safety and quality & instructions of G M (Welfare). G M (Welfare) may issue, from time to time, further detailed instructions/ directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary.

8.2. The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by G M (Welfare) or by his authorized representative or any other official of higher rank or any other person authorized by the company on his behalf & the contractor shall allow the same.

8.3. All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by G M (Welfare) to his satisfaction that the materials do so comply.

8.4. The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of G M (Welfare) 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.

On receipt of samples as per schedule, G M (Welfare) shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by G M (Welfare), for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by G M (Welfare) which is to be carried out by any independent person or agency at any place other than the site even, then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications or for materials not being of the required quality and standard, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5. The company, through G M (Welfare), shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by G M(Welfare).

In case of default on the part of the contractor, G M (Welfare) shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6. G M (Welfare) shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the GM(Welfare) may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by G M (Welfare), shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of G M (Welfare) the cost shall be borne by the contractor.

8.7. 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 G M (Welfare), 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. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.8. Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

9. Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.1. The payment in respect of official hospitality bills of CIL submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfilment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of CIL will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.

9.2. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by CIL for late payment.

9.3.Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed quantity consumed recorded as described hereinbefore and processed for payments.

9.4.Any variations in the rate of GST GST Compensation Cess (if applicable). due to amendment of GST Act during the contract period shall be paid along with the invoice/bills.

9.5.Payment of on account bill shall be made on G M (Welfare)'s certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

- a. The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.
- b. Payment for excess quantity of work done with the written instructions G M (Welfare) for items already appearing in the bill of quantities of work with approved rates.

9.6.Paying Authority: General Manager(Finance), Coal India Limited, Rajarhat, Kolkata-700156

10. Period of Contract

The Contract for canteen services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the contractor, the contract will have probationary period of three months. The contract for remaining 21 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period. The Contract may be extended for further one year on satisfactory performance of the contractor and requirement of CIL for same rate under same terms and condition, if mutually agreed.

11 Termination, Suspension, Cancellation 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 G M (Welfare), 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 G M (Welfare), then on the expiry of the period as may be specified by G M (Welfare) 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 HOD Welfare in a notice in writing.
Or
- f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from G M (Welfare). G M (Welfare) may by giving a written notice, cancel the whole contract or portion of it in default.

11.1.1 The Contract can be terminated by either party, i.e., CIL or the Contractor, after giving one months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, CIL reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. CIL's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

11.1.2 On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by CIL, in good working condition, back to CIL.

11.1.3 If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, CIL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

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

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceeding 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. 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.

On cancellation of the contract or on termination of the contract, G M (Welfare) shall have powers:

- a. To take possession of the site, any materials, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- b. 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:
- c. Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.

Or

In the event of above course being adopted by G M (Welfare), the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this

contract unless and until G M (Welfare) has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

● **Suspension of work** – The company shall have power to suspend the progress of the work, any part thereof and the Controlling officer 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 the part of the contractor, or on ground of the safety of the work or part thereof. In the event of suspension for reason 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.

● **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 G M (Welfare), 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 G M (Welfare) of the expenditure incurred, if any, by the contractor on preliminary works at site.
- b. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the G M (Welfare).
- c. To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

The contractor shall, if required by the Controlling office furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable Controlling officer to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

- 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 done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

12. Completion Certificate:

On completion of the work and notifying the same by the contractor to the GM(Welfare), Completion Certificate shall be issued by the GM(Welfare) only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

13. Additional Responsibilities of the Contractor(s)

- i) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The G M (Welfare) or his representative 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 further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff 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.

The contractor/ contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/her 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.

- iii) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- iv) 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 G M (Welfare) or by the nominated representative of the Principal Employer.
- v) 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.
- vi) 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 in online mode including payment of provident fund considered necessary.
- vii)The company against all claims, damages or compensation under the provisions of The 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,M.V Act, 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 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.
- viii) 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 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.

14.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 HOD(Welfare). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

15. Settlement of Disputes through Arbitration:

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

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

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

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

The venue of arbitration shall be the place from which the contract is issued.

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

Contracts with Partnership firm/ Joint Venture:

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

16. Guidelines for Banning of Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances:-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L- 1.
 - ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within

- stipulated period.
- iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM(Welfare) of CIL. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

SECTION-IV

(SCOPE OF WORK)

Scope of Work: -

The scope of work shall include the following:

Preparation, processing, cooking and serving of prepared and cooked food items, after taking into account the availability of seasonal vegetables and fruits, to the employees of CIL in canteen as per terms and conditions of bid document.

A. Job Specification:

- The contractor will set up the canteen to meet the day to day requirements of Lunch & Tea/Coffee for the employees of CIL. The contractor shall also provide an a-la-carte menu for breakfast, snacks, cold drinks etc for employees at MRP rates, which will be borne by employees/staff of CIL. No minimum guarantee will be furnished to the contractor towards consumption of food items.
- The contractor shall display the price list of all the a-la-Carte items (including Breakfast/ Snacks) sold in the canteen. The prices of the items sold in the CIL canteen shall not be more than the local market rate/MRP and will be verified and reviewed by Committee of CIL officials on regular basis. A-la-carte items shall not be part of this contract. All A-la-carte items (including breakfast, snacks, cold drinks, bottled water etc) shall be borne by the employees of CIL, whoever wish to purchase. Any packaged food kept of sell should have valid shelf life, i.e items should be safe/ fit for consumption.
- The food will be prepared in clean, hygienic and safe environment as per the menu. The kitchen, dining area, dish wash area shall be kept clean always and shall be washed with water and soap solutions. It shall be mopped regularly with disinfectants.
- The workers engaged should have minimum one year of working experience and the chef /Cook should have three years working experience in Canteens of government departments/ institutions / organizations / companies /large guest houses of preparing food both vegetarian and non-vegetarian including Chinese, Continental. Bidder should submit an undertaking in respect to the above.
- The contractor shall arrange for regular disposal of the garbage collected from the kitchen, dining halls, dish wash area etc every morning in closed bins by separation of bio degradable waste from non- bio degradable waste. The surroundings shall be kept clean and hygienic.
- High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the canteen premises shall be cleaned and washed daily.
- The canteen shall remain open from 09:00 A.M to 05:00 P.M from Monday to Saturday. Any changes in the timings will be approved by the concerned authorities of CIL.
- After every meal, all the plates, cups, bowls, water glass, spoons, forks, knives etc. shall be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also shall be washed in soap solution and hot water. The cleaning material used shall be approved by the concerned authorities of CIL.
- A complaint book shall be maintained for recording any complaints or suggestions from any employee and the same shall be produced for inspection. Decision taken by the Competent Authority of CIL shall be final in all these complaints/suggestions.
- The rates shall remain same for the entire contract duration. No alteration in rates shall be made.
- The contractor shall follow the guidelines and norms of FSSAI (Food Safety and Standard Authority of India)

while cooking/ preparation of food.

B. Types of Service and Menu:

- Contractor shall provide on an average 225 nos. of office lunch per day, wherein each meal shall follow the given description:

Tentative menu for cafeteria service is detailed below: -

Lunch- Veg Meal		
Veg Meal – Indian <ul style="list-style-type: none"> • Rice (250gms)/Tawa Roti (04 nos-100gms) • Dal (100 gms) • Vegetable Curry-I (100 gms) • Vegetable Curry-II/ fry (100 gms) • Plain Curd (100 gms) • Laddu- 01 no/ any dessert (100 gms) and Salad (10gms) OR	Veg Meal (Chinese) - option I <ul style="list-style-type: none"> • Veg Fried Rice/Noodles (250 gms) • Veg Manchurian (03 pcs-120gms) • Salad(10gms) • Plain Curd (100 gms) • Laddu -01 no/ any dessert (100 gms) 	Veg Meal (Chinese) - option II <ul style="list-style-type: none"> • Veg Fried Rice/ Noodles (250 gms) • Chilly Paneer (03 pcs-120gms) with gravy • Salad(10gms) • Plain Curd (100 gms) • Laddu -01 no./ any dessert (100 gms)
Lunch- Non-Veg Meal		
Egg Meal <ul style="list-style-type: none"> • Rice (250gms)/Tawa Roti (04 nos-100gms) • Dal (100 gms) • 01 Egg Curry (100 gms) • 01 vegetable Curry (100 gms) • Plain Curd (100 gms) • Laddu- 01 no/ any dessert (100 gm) and salad(10gms) 	Fish Meal <ul style="list-style-type: none"> • Rice (250gms)/Tawa Roti (04 nos-100gms) • Dal (100 gms) • 01 Fish curry (150 gms) • 01 Vegetable Curry (100 gms) • Plain Curd (100 gms) • Laddu- 01 no/ any dessert (100 gms) and Salad(10gms) 	Chicken Meal <ul style="list-style-type: none"> • Rice (250gms)/Tawa Roti (04 nos-100gms) • Dal (100 gms) • Chicken Curry (150 gms) • 01 Vegetable Curry (100 gms) • Plain Curd (100 gms) • Laddu- 01 no. / any dessert (100 gms) and salad(10gms)
OR Chinese Meal - Veg Fried Rice/Noodles (250gms), Chilly Chicken (03 nos-150gms) with gravy, Salad(10gms), Plain Curd (100 gms), Laddu- 01 no/ any dessert (100 gms)		

- The Above menu will be reviewed once in every three (03) months and if required, changes/alterations will be made under mutual consent of Contractor and CIL authorities with same rates.
- The Contractor shall provide Tea/Coffee services 02(two) times daily for 700 employees of CIL(HQ) dispensed through AVMs as per the following description:

Tea/Coffee (in paper cup 110 ml) : Tea/ Coffee (dispensed through AVMs only); Machines to be operative from 9:30 A.M to 5:30 P.M

- Apart from the above, Contractor shall also sell a-la-carte items (including Breakfast) in the canteen. The rates of such items may be decided as per market rate and mutually agreed by Contractor and CIL. The a-la-carte breakfast which will be borne by employees/staffs of CIL shall follow the given description:

Breakfast: Seasonal Indian/ Continental Breakfast dishes.

Tentative menu for a-la-carte breakfast is detailed below: -

- Poori & Aloo Sabzi
- Idli/ Vada & Sambar
- Veg sandwich
- Bread- Omlette
- Upma/Poha
- Aloo Paratha

C. Automatic Vending Machine (AVMs):

- Contractor shall arrange the Automatic Vending Machine in the form of standalone self-dispensing units in every floor of the Coal Bhawan. They shall not be permitted to sell any other item except those to be dispensed through these machines. The operation of the AVMs shall not involve any manual interface except for the purpose of refilling/repair/maintenance of machine. Specification of machine and other modalities may be of the quality and standard equivalent to CCD AVMs or Nescafe AVMs.
- At present there is a requirement of 12 AVMs in CIL, to be operative from 9:30 A.M to 5:30 P.M. Contractor shall adhere to the CIL requirements.
- Raw materials such as coffee powder/Bean, tea/ tea bags, fresh milk, sugar, etc towards the operation of the said machine shall be purchased by the contractor from reputed and brands and purchased from reputed sources.
- In case the machine stops functioning on any working day, it should be immediately reported and replacement/repairing of the AVMs shall be arranged by the contractor within the next 02(two) working hours.

D. List of Kitchen Equipment to be provided by CIL:

The list of Basic equipment as available in our Canteen is enclosed- "Annexure-XII".

Contractor shall arrange for rest of the equipment which are not provided by CIL. Contractor shall use stainless steel utensils- plates/glass/bowls/spoons/forks. No plastic to be used.

SECTION-V

SPECIAL TERMS & CONDITIONS

1. SPECIAL TERMS AND CONDITIONS

1.1. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed thereunder all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.

1.2. Food license for catering/canteen services in Kolkata, issued by appropriate authority of any state/govt of India, i.e. License under FSS Act, 2006.

The tenderer should have worked with Government/Public Sector Undertaking/Large Private Sector Institution (having a Campus Guest House with minimum of 200 persons) and a Certificate of Performance should be enclosed duly indicating the period/scope of contract and type of payments received.

1.3. The tenderer should have PAN/GST Registration.

1.4. The successful bidder will have to enter into an agreement with CIL as per draft agreement, subject to amendment before signing, given in Annexure-IX before taking charge of the Canteen and commencement of the canteen work.

1.5. Canvassing in any form will make the tender liable to rejection.

1.6. CIL reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of CIL shall be final and binding.

1.7. The tenderer is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be bidder's own.

1.8. Request for any further extension of the above deadline shall not be entertained. Delayed and/or incomplete tenders shall not be considered.

1.9. The Agency shall fulfil all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify CIL against all such liabilities, which may likely to arise out of the agency's failure to fulfil such statutory obligations.

1.10. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.

- 1.11. The Agency shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.
- 1.12. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of CIL and shall not have any claim whatsoever on CIL and shall not act detrimental to the interest of CIL. The workers shall have to follow the security regulations as directed by Security and Administration of CIL. Workers shall not form union or carry out trade union activities in the campus.
- 1.13. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.
- 1.14. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements.
- 1.15. CIL shall provide chairs and tables, fly catchers and water coolers/dispenser for canteen. All other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by CIL. The maintenance (excluding repairs, etc. due to normal wear and tear) and upkeep of the above equipment, installations, shall be responsibility of the Agency.
- 1.16. The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen, flower and other necessary equipment etc. on his own for smooth running of the canteen.
- 1.17. However, the canteen is already equipped with water cooler, exhaust fan, fly catchers, etc.
- 1.18. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/Snacks, as and when required. The Contractor will provide good quality table cloth/table linen approved by CIL and flower in case of Sit Down Lunch/Dinner at his own cost. The Contractor shall replace table cloth/table linen flower every day.
- 1.19. The refilling charges of LPG cylinder (s) shall be reimbursed to contractor by CIL every month on actual consumption.
- 1.20. The Agency shall not make or cook any meal(s) in the premises of CIL for supply to any person(s) outside CIL.
- 1.21. The Agency shall not make any alterations or additions to the accommodation provided in CIL for cooking and catering purposes.
- 1.22. All the documentation in the tender should be in English.
- 1.23. Sub-letting/Sub contracting the work is not permissible under any circumstances.
- 1.24. Successful Agency shall execute an agreement in the prescribed format.
- 1.25. The Tender should be complete in all respects.
- 1.26. The tenderer is requested to quote his rates after physical inspection of the work site.
- 1.27. After every work, the contractor must remove the garbage from the site and leave the place of work clean.

- 1.28. Rate quoted by the tenderer should be inclusive of all these factors in addition to other elements stated earlier.
- 1.29. Contractor will have to perform the work in such a manner so that day-to-day work inside the complex may not suffer in any way. For proper progress of the work he may have to work beyond office hours, on Saturday, on Sunday and on Holidays.
- 1.30. The successful bidder is to make good/replace all damages free of cost which may occur during execution of the work to the properties of the company.
- 1.31. CIL will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, CIL may terminate the contract after giving the caterer one-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
- 1.32. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. CIL's authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of CIL with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, CIL's authority may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, CIL reserves the right to impose financial penalty as decided by the CIL's authorities or the contract may be cancelled without giving any notice.
- 1.33. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with CIL's staff, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
- 1.34. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by CIL due to his actions, disobedience or misconduct, the caterer shall accept the decision of CIL as final and abide by such decision. such an event, CIL shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep CIL's authorities indemnified.
- 1.35. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
- 1.36. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by CIL to the contractor and the possession of the premises will always that of CIL, even when the premises are in use or occupation of the caterer.
- 1.37. CIL will provide free water and electricity in the kitchen and dining hall. The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the kitchen/dining hall. In no case, electricity will be used for cooking or heating food.

SECTION-VI

1. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- 1.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in CIL campus.
- 1.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
- 1.3. The Contractor will, prior to the commencement of the operation of contract, make available to CIL the particulars of all the employees who will be deployed at the CIL's premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- 1.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Central Government.
- 1.5. The contractor shall fulfil all other statutory obligations, such as, Provident Fund, ESI, GST etc. in force from time to time, as applicable.
- 1.6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- 1.7. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- 1.8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against CIL by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to CIL. As a result of the acts of the Contractor, if CIL is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to CIL or CIL reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with CIL.
- 1.9. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- 1.10. The Contractor shall at all times keep indemnified the principal employer, namely, CIL and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
- 1.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.
- 1.12. The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- 1.13. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to CIL's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation

by CIL. The decision of CIL's designated officer in this regard shall be final and binding on the Contractor.

- 1.14. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
- 1.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen, floor, counter, tables, chairs, etc. CIL management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
- 1.16. CIL reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- 1.17. The Contractor shall get the prices of all items approved by CIL and no changes, what-so-ever shall be made without prior written approval of the CIL.

2. OTHER OBLIGATIONS OF THE CONTRACTOR

- 2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by CIL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by CIL at the contractor's risk and cost. In this regard, the decision of the designated officer of CIL shall be final and binding on the Contractor.
- 2.2. All work shall be carried out with due regard to the convenience of CIL. The orders of the concerned authority shall be strictly observed.
- 2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of CIL.
- 2.4. The Contractor will have to supply breakfast/lunch/dinner in the canteen / CIL premises as per requirement and schedule drawn for the purpose by the concerned authorities of CIL.
- 2.5. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
- 2.6. Good kitchen practices for maintaining good Hygiene level in food preparation and selling the same shall be followed. No cooking activities are carried out near washing area. Vegetarian and non-vegetarian food items raw and cooked shall be stored and cooked separately. Vegetarian and non-vegetarian food items shall be stored in separate refrigerators.
- 2.7. The menu specifying items to be served in breakfast, lunch, dinner etc. shall be displayed. The quality of food shall be tasty / wholesome and as per the specification.
- 2.8. The contractor shall ensure that snacks / food items are packed in ecofriendly paper and no polythene bags are used. For wrapping chapattis / such other food items Aluminium foil shall be used.
- 2.9. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the CIL's campus, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.

- 2.10. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with CIL. CIL shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against CIL for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts in CIL. In case of any untoward incident/fire/death/injury of any employee of canteen CIL will not be liable to pay any damages.
- 2.11. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of CIL.
- 2.12. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by CIL.
- 2.13. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

SECTION-VII

eTender Portal User Agreement

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL to read each and every document uploaded by the Bidder.

If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificate towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

CIL does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL has no control over such sites and resources, you acknowledge and agree that the CIL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India.

CIL reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

CIL is committed to protecting the privacy of our e-Tender site visitors. CIL does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

eMail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidder's preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

SECTION-VIII

ANNEXURES

FORMAT FOR LETTER OF BID

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

To,
The Tender Committee
Coal India Limited

Sub : Providing Canteen Services at Coal Bhawan, Coal India Limited, New Town, Rajarhat, Kolkata-700156.

NIT No : **Tender Id:**

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, special terms & condition, statutory obligation of contractor and 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 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.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and **Coal India Limited**

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work as condition of tender document. In case of our failure to abide by the said provision, **Coal India Limited** 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.

PROFORMA FOR UNDERTAKING

(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 workagainst 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 **Coal India Limited**.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification informationof 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 GST registration. We also undertake that Certificate of Registration with appropriate GST 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.

9. * I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

*I / We have been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....

*** Delete whichever is not applicable.**

10. I/ we hereby declare that I shall/we will accept the bid documents as available in the website and our bid shall be rejected if any tampering in the bid document is found to be detected at the time of opening of bid or at any time thereafter and in such case department shall be free to take appropriate action as deemed fit.

In case of missing pages, I shall/we will abide by the terms and conditions etc. of the Original bid document as hoisted in the website of the company.

11. 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.

Dated.....

Signature of the bidder or his Authorized representative
In case of JV, signature of all partners of JV

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :.....

2. Address of the Bidder:.....

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

(i) Particulars of Bank:

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

(ii) Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date :

Signature of the Party/Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official from the Bank

SPECIMEN LETTER GRANTING EXTENSION OF TIME.

To

.....
.....

(Name and Address of the Contractor)

SUB:

Contract Agreement/Work Order No..... dated.....

Dear Sir,

Please refer to your letter No..... dt in connection with grant of extension of time of completion for the work.....

The scheduled date of completion of the above mentioned work isAs stipulated in the Agreement/Work Order No..... dt.....

Extension of time of completion for the above mentioned work is granted up towithout prejudice to the rights of (name of the company) as provided in the above contract agreement including right to recover Compensation for delay as per Clof the agreement.

Notwithstanding extension of time granted herein above all the terms and conditions of the contract/agreement of.....including the term time of completion of work which is essence of the contract shall remain unaltered.

Yours faithfully

**PROFORMA FOR INTIMATING THE CONTRACTOR
REGARDING LEVY OF COMPENSATION.**

To

.....
.....

(Name & address of the Contractor)

SUB: Contract No..... dated.....

Dear Sir,

In terms of the above Contract the date of completion of the above work was but on your application the time of completion of the above work was extended up towithout prejudice to the rights of the company to recover compensation for delay.

In accordance with the provisions of the said Contract it is determined that you are liable to pay Rs..... (In words.....) as and by way of compensation for delay in completion of the work.

The above compensation is levied for a period of and at the rate of Rs..... on the estimated cost of work under the Contract and you are hereby called upon to pay a sum of Rs..... to the company within Failing which the aforesaid amount will be recovered set off by the Company from the security deposit lying with the company.

Yours faithfully,

PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL

To

.....
.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the.....)

And..... (Name of the contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract dated..... (herein after called the said contract) with (name of the Company) (hereinafter called “the Company”) to execute.....(name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we theBank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum ofor such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day ofbut if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rsor such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day* of* and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* the date of guarantee shall cover a minimum period of one year or 270 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

The Bank Guarantee as referred above shall be operative at our branch at Kolkata payable at Kolkata.

Bank Guarantee shall specify name of the branch with address of the specified town/city

PROFORMA OF BANK GURANTEE FOR PERFORMANCE
SECURITY

To
.....
.....

Re: Bank Guarantee in respect of Contract No.....,Dated.....Between
.....(Name of the company) and(Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called “the Company”) to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we theBank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum ofor such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of.....but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and

conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*. and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so. Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

The Bank Guarantee as referred above shall be operative at our branch at Kolkata payable at Kolkata.

(Bank Guarantee shall specify name of the branch with address of the specified town/city

ANNEXURE – VIII

PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s..... Who has power of Attorney to enter into Joint Venture with..... and Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as" ")

AND

M/s....., having its registered Office atRepresented by Shri.....(Name and Designation) of M/swho has power of Attorney to enter into Joint Venture with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as"").

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s..... who has power of Attorney to enter into Joint Venture with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as"").

The expressions M/sand M/s.....and M/sshall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Parties" and individually as "Joint Venture Partner/Party".

WHEREAS M/s.....and M/s agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of ".....(Hereinafter referred to as "Project") under.....(Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE.

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture shall be “ ”
(hereinafter called the “Joint Venture ”)

- b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

- c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

- d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i. The Joint Venture fails to obtain qualification from the Employer.
 - ii. The Contract for the Project is not awarded to the Joint Venture.
 - iii. The Employer cancels the Project.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture partners M/s.....; M/s.....& M/s..... nominate and authorize Shri..... (name and designation) of M/sto sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE.

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner Name Position in the respective Company

M/s.....
M/s.....
M/s

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1. The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s..... :% (.....per cent)
M/s..... :% (.....per cent) and
M/s..... :% (.....per cent)

4.2. The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture except as otherwise agreed.

4.3. The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

11) LIMIT OF JOINT VENTURE ACTIVITIES.

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

- a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For

For.....

Signature _____
(Name & Address)

Signature _____
(Name & Address)

(Official Seal)

(Official Seal)

Place

Place.....

Date

Date

Witness
Signature

Witness
Signature

(Name & Address)

(Name & Address)

PROFORMA FOR EXECUTION OF AGREEMENT

STAMP PAPER

(of appropriate value as per Stamp Act)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1)In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2)The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Schedule -ATender Notice (Page to ..)
 - ii) Schedule –BGeneral Terms & Conditions, Special Terms & Conditions
Scope of Work, statutory obligations of the tenderer (contractor)(Page to ...)
 - iii) Schedule-C, The probable Quantities and Amount (Page ... to ...)
 - iv) Schedule-D, Letter of Acceptance/Work Order (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs (W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by quantity at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction

from the said works.

4) The company has received a sum of Rs.towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)*.

5)The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2ndpart of security deposit) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

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

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney, In the presence of –

1. Name
2. Signature
3. Address:
4. Occupation:

Signed by Srion behalf of
(Name of Company) in presence of -

Signature

1. Name :
2. Address:

Signature

**PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 20... at

BETWEEN

..... acting through on behalf of the Chairman and Managing Director,..... (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ represented by Shri _____ (hereinafter called the BIDDER /SELLER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute _____ (Name of the work) and the BIDDER / SELLER is willing to offer / has offered the services and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ proprietorship/ joint venture constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption, by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract, to be entered into with a view to:

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular, commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BUYER.
 - 3.3 BIDDERS shall disclose the name and address of the Agents / representatives and Indian BIDDERS shall disclose their foreign principals of associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers of any other intermediary in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the

contract.

- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulge
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officers of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (as specified in the NIT), as Earnest Money/Bid security with the BUYER in the mode as specified in the bid document.
- 5.2 The Earnest Money/ Bid security shall be valid for a period as specified in the bid document.
- 5.3 In case of the successful bidder a clause would also be incorporated in the Article pertaining to performance security/ bid security in the contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance security / bid security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for Violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/security deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required.

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Guarantee/ Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any

one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall clause

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1. The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors are listed in NIT).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions, neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all documents relating to the Project/procurement, including minutes of meeting.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Book of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and BIDDER/SELLER, including warranty period, whichever is later. In case the BIDDER is unsuccessful, this Integrity Pact shall expire after Six (06) months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at _____ on _____.

BUYER

(Name of the Officer)
Designation
PSU

BIDDER

Chief executive officer
(Name of the Officer)

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location:
2. Agreement /Contract no. & date
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of start
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance as per the Organization:
 - g. Compliance of all statutory requirements- Yes / No
 - h. Record of any litigation pending with the organization –

(Seal of the Organization)

(Signature of the Responsible Authority)

Phone No/Mobile No

Date

Annexure – XII

Sl.No.	Description of item	Size
1	2 Door worktop Refrigerator -240 Ltrs temperature range , +4C to +5C	55"X28"X34"
2	SS Tilting Type Rice Boiler	34" dia X 36" H
3	SS Single Stock Pot Range	24"X24"X28"
4	Chapati Hot Plate	52"X26"X34"
5	Spreader Table	24"X24"X34"
6	Dosa Hot Plate with all gas burner fittings and controls	39"X26"X34"
7	SS Dosa misenplace table with 5 Nos. SS round vessels	26"X24"X34"
8	SS Hot food cabinet with heater and thermostatically control	36"X24"x36
9	SS Neutral Table with 2Nos. bottom shelf 3 side cover front	24"X24"X34"
10	SS 4+4=8 Vessels Bain Marie with Electric load 3kw 220 V AC Thermo statically control vessels size : 20.8"X 10.8" X6" – 4 Nos. With lid, three side cover, back side openable and one bottom shelf.	82"X26.9"X34"
11	Soil Dish landing Table	44"X24"X34.6"
12	Single Sink Unit	44"X24"X34.6"
13	Hood Type Dish washer –COMENDA – Italy	Imported
14	Pre Rinse Unit	Imported
15	Crate Resting Table	24"X24"X34.6"
16	Civil Pot Wash	-
17	SS Pot Rack	36"X30"X66"
18	Clean Dish & Glass Rack	44"X26"X66"
19	Cutting Preparation Table with Sink	44"X26"X66"
20	Cutting Chopping Table	36"X24"X34"

Annexure – XII

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19	Cutting Preparation Table with Sink	44"X26"X66"
20	Cutting Chopping Table	36"X24"X34"

CONSENT TO ARBITRATION CLAUSE 14 and 15
(Applicable in case of Partnership firm/Joint Venture)

We,.....(Name
of Partners of Partnership Firm/Joint Venture), partners of
.....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 14 and 15 of General Terms and Conditions pertaining to arbitration.

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