****

**Central Mine Planning & Design Institute Limited.**

(A Mini Ratna Company - Subsidiary of Coal India Ltd.)

Gondwana Place, Kanke Road,

Ranchi – 834031, Jharkhand, India

CIN No.: U14292.TH1975GOI001223

**Office of the General Manager (CMC)**

Phone: +91-8987788787

E-mail: [gmcmc.cmpdi@coalindia.in](mailto:gmcmc.cmpdi@coalindia.in)

**TENDER DOCUMENT**

|  |
| --- |
| Tender Reference Number: CMPDI/CMC/2023-24/2 |

In order to secure the offices and establishments of Central Mine Planning and Design Institute Ltd. (CMPDIL), a subsidiary of Coal India Ltd, the company desires to seek eligible security services providing agencies registered under PSARA Act (2005) for hiring of 351 Security Personnel at CMPDI HQ (Ranchi)[including CDS Barkakana (Ramgarh) and Regional Institute-II (Dhanbad)], Regional Institute-III (Ranchi), Regional Institute-IV (Nagpur) and Regional Institute-VII (Bhubaneswar).

Tenders are invited online on the website <http://gem.gov.in> for the following work:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Work** | **Estimated Cost of Work**  **(in Rs.)#** | **Earnest Money(Rs.)** | **Period of**  **Contract** |
| Hiring of 351 Security Personnel for providing round the clock security cover at CMPDIL offices and establishments in the state of Jharkhand, Odisha, MP and Maharashtra (as per Annexure-A). | **34.**14Crore | 4268200 | 731 Days |

***#Estimated value put to tender is inclusive of GST***

|  |  |
| --- | --- |
| **Tender Inviting Authority** | **Contact Person(s)/Tender Dealing Officer(s)** |
| General Manager (CMC)\*  Contract Management Cell, CMPDI HQ,  Gondwana Place, Kanke Road,  Ranchi – 834008  Phone - 8987788787 | Manager (Geology/CMC)  Phone No. - 7004400315 |

**\*Contract Management Cell**

1. Time **Schedule of Tender:** As given on the website <http://gem.gov.in>
2. **Availability of Tender Documents:**

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

1. **Clarification of Bid:**

The bidder may seek clarification on-line through e-tendering portal <http://gem.gov.in>within the specified period. No other mode of seeking clarifications shall be entertained. 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. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be as per GeM portal provision.

1. **Bid Security / Earnest Money Deposit (EMD)**:
   1. **Deposit of EMD:**

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit.

The bidder will have to make the payment of EMD through **any of the modes as mentioned in bid document.**

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

The EMD of successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.

**NOTE:**

1. A Bank Guarantee proforma is given in the Tender Document as **Annexure VIII**.
2. The bidders should submit MANDATE FORM for e-Payment along with EMD, as per the format given in the tender document. (Format of Mandate Form is enclosed in tender document as **Annexure – II**).
   1. **Exemption of EMD**

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

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

1. **Eligible Bidders:**
2. **Legal Status of the Bidder**: The invitation for bid is open to all bidders including Proprietorship firm, Company, Joint Venture, Partnership firm and Ex-Serviceman organization, having eligibility to participate as per eligibility criteria stipulated by GeM under PSARA Act (2005).
3. **Joint Venture (JV):** Two or three Companies/Contractors may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

**Joint Venture details:**

Name of all Members of a JV (not more than three):

i. Lead Member (minimum participation share – 50%)

ii. Member (minimum participation share – 20%)

iii. Member (minimum participation share – 20%)

Joint Venture must comply the following requirements:

1. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in clause 5 of tender document/NIT as qualifying/eligibility criteria as specified in e-tender Notice. **However, the required Working Capital shall be met by individual members of JV as spelt out in Clause 5 (D) of NIT.**
2. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.
3. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.
4. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
5. The bid submission must include documentary evidence to the relationship between JV members 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 JV. 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.
6. One of the members 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 members.
7. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.
8. The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
9. The bid should be signed by authorized signatory on behalf of JV.
10. An entity can be a member in only one JV. Bid submitted by JVs including the same entity as member will be rejected.
11. The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
12. 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 members of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
13. 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 a JV firm, they will register the JV agreement under Registration Act in accordance with law.

1. 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, GST registration etc. shall be submitted by JV before making any payment.
2. The JV must enrol in the GeM portal (<https://gem.gov.in>) with the name of the firm as appearing in the JV agreement.
3. If a Bidder participates as Joint Venture (JV), the benefits as per Public procurement Policy for MSEs Order-2012 shall not be applicable for them.
4. Lead partner of JV will participate in the bid on behalf of other members of JV since the JV at this stage of bid has not been registered as a Company. The agreement among JV partners can be attached with the bid by the lead partner.
5. Once Lead partner of JV has been identified as L-1 bidder, LOA shall be issued to the L-1 partner of the JV. L-1 Bidder will thereafter register the JV as per the law to form the Company and register on GeM as a new Service Provider (SP). GeM will update the new SP details in demand through back-end which will enable Buyer to create final contract with the JV along with PAN, GST of the newly formed company.

**Note**: If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them.

1. **PSARA Registration:**

Registration of Private Security Services Providers with the “Department of Home” in the state of operation is mandatory under Private Security Agency (Regulation) Act (2005), [**PSARA** or **PSRA**].

Since the work involves deployment of security guards in Jharkhand, Odisha, M.P.& Maharashtra, the Bidder must have a Valid PSARA (PSRA) License of One of these Four states. At the time of Bid Submission, the Bidder must Upload the Copy of PSARA License of one of the four states mentioned above and also upload the **Copies of Application** for PSARA License in rest the three states.

Successful Bidder **must** obtain PSARA License of rest of the three states within **Three (03) Months** of Issue of LOA/Work Order. Due to certain technical reasons or delay in processing of application by ‘Dept. of Home’ in a particular state, if the successful bidder is unable to obtain PSARA License, they will be given time extension of Two (02) Months for Two (02) Times, i.e. a Total Seven (07) Months to obtain PSARAlicense in all four states. Service Charge payable to the Successful Bidder would only be released by the Principal Employer on production of PSARA License.

* CMPDI HQ & Regional Institute - III (Ranchi) – PSARA License of Jharkhand
* CMPDI Regional Institute - IV (Nagpur) – PSARA License of MP & Maharashtra
* CMPDI Regional Institute - VII (Bhubaneswar) – PSARA License of Odisha

In case, the Successful Bidder is unable to obtain PSARA License even after Seven (07) months time provided by **Tender Inviting Authority (TIA)**, either or all the following actions may be taken:-

1. **Cancellation:** The Work Order would stand cancelled in totality (for all four states) or in part (in the particular state where PSARA License could not be obtained) for non-adherence to the statutory norm, by the **TIA**.
2. **Recovery:** Recovery of complete expenses (Wages, OT and/or any other expenses) incurred by the Principal Employer towards deployment of Security Guards in respective location/s where PSARA License could not be obtained, from the following: -
   1. from the Security Deposit submitted by successful bidder (fully/proportionately);
   2. from the pending Bill/Bills of work performed at rest of the location/s in the same contract, and/or;
   3. from the Bill/Bills of work performed anywhere within the administrative control of subsidiaries of Coal India Ltd, and/or;
   4. from the Bill/Bills of work performed anywhere withing the administrative control of Department of Public Enterprises/ CPSE/CPSUs, and/or;
   5. from the Bill/Bills of work performed anywhere within the reach of the Indian Jurisprudence.
3. **Work Experience:**

The bidder must have experience of works (includes completed / ongoing) of similar nature which includes providing security services valuing 50% of the annualized estimated value of the work put to tender during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

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

The value of executed works shall be given a simple weightage to bring them at current price level by adding 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.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together towards fulfilment of qualification criteria related to experience.

However, the participating share of JV partners shall be as below:

i) Lead Partner shall have at least 50% participating share in JV

ii) Other partner(s) shall have at least 20% participating share in JV

The works of Similar Work shall be “providing Security services”.

1. **Working Capital:**

Evidence of possessing adequate working capital (at least 20% of the “Annualized value” 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.

In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:

a. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.

b. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Data to be furnished / uploaded by Bidder: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

1. Amount of available working capital inclusive of lines of credit and availability of other financial resources
2. Date on which the bidder possesses the required working capital
3. Name of the Chartered Accountant (CA)
4. Membership Number of CA with UDIN who certifies the bidder's working capital on a particular date.
5. Date of Issue of Certificate
6. 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
7. **Registration number under EPF/CMPF:** The bidder should possess a valid registration number issued from PF office of the competent authority. The offer will be straightaway rejected in the case bidder is not registered under CMPF/EPF anywhere in India.

The bidder must upload PF registration certificate issued by competent authority.

Note: In case the successful bidder has EPF/CMPF registration in states other than Jharkhand, Odisha & Maharashtra, they have to get registered in the EPFO/CMPFO of these states after Award of Workas per applicability.

1. **Registration number under ESIC**: The bidder should possess a valid registration number under ESIC issued from the office of the competent authority. The offer will be straight away rejected in case the bidder is not registered under ESIC anywhere in India.

The bidder must upload ESIC registration certificate issued by competent authority.

Note: In case the successful bidder has ESIC registration in states other than Jharkhand, Odisha & Maharashtra, they have to get registered in the ESIC of these states after Award of Work, as applicable.

1. **Permanent Account Number (PAN):** The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

NOTE: In case, the bidder is a Joint Venture, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV and verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself).

**Scanned copy of documents to be uploaded by bidders:**

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

1. **GOODS AND SERVICES TAX:**

The bidder should be either

1. GST Registered Bidder (but not under composition scheme) not availing input tax credit on goods and services used in supplyingthe service.

OR

ii. GST registeredBidder (but not under Composition Scheme) availing input tax credit on goods and services used in supplying the service.

OR

1. GST unregistered Bidder

Registration:

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

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/ CMA/ CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

***For Example****: If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than the threshold limit of 20/~~10~~ lakhs then bidder shall submit Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than the threshold limit under GST and hence he is exempt from Registration under the CGST Act, 2017. In any other case, the bidder shall submit copy of the relevant notification in which he/she intends to rely upon.*

*The expression “****aggregate turnover" (gross revenue)*** *shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal*

**Scanned copy of documents to be uploaded by bidders:**

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

I. Status: GST registered Bidder (Not under Composition scheme):

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

II. Status: GST registered Bidder (under Composition scheme):

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority confirming registration under composition scheme.

III. Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant provisions under the GST Act and Rules.

**Technical evaluation and determination of the L-1 status:**

1. *The evaluation of tender shall be done based on cost to company. GST rate on Security Service should be 18% {HSN Code 998525],*
2. *The Tax Invoice raised by the supplier must be in compliance to relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:*

|  |  |  |  |
| --- | --- | --- | --- |
| ***State*** | ***Unit / HQ*** | ***City*** | ***GSTIN*** *(Provisional ID)* |
| *Jharkhand* | *HQ* | *Ranchi (HQ)* | ***20AAACC7475N1ZI*** |
| *RI-II* | *Dhanbad (RI-II)* |
| *RI-III* | *Ranchi (RI-III)* |
| *West Bengal* | *RI-I* | *Asansol* | ***19AAACC7475N1Z1*** |
| *Maharashtra* | *RI-IV* | *Nagpur* | ***27AAACC7475N1Z4*** |
| *Chhattisgarh* | *RI-V* | *Bilaspur* | ***22AAACC7475N1ZE*** |
| *Madhya Pradesh* | *RI-VI* | *Singrauli* | ***23AAACC7475N1ZC*** |
| *Odisha* | *RI-VII* | *Bhubaneshwar* | ***21AAACC7475N1ZG*** |

1. *The rate and amount of CGST, SGST, IGST, and GST (Compensation to states) CESS, related to supply of goods or services, shall be shown separately in tax invoice.*
2. *The CGST & SGST, IGST and GST (Compensation to state tax) CESS, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier.*
3. *If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input service and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) CESS shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & CESS paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.*
4. *The amount of CGST & SGST or IGST and GST CESS, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.*
5. *In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.*

***NOTE:*** *Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the while quoting the price.*

1. *In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.*

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

1. **Checklist of documents (to be uploaded by all the bidders):**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Eligibility Criteria** | **Scanned copies of documents to be uploaded by bidders in support of eligibility criteria** |
| 1. | **Letter of Bid (LOB):** | Letter of Bid (LOB) on the bidder’s letter head, in prescribed format (**Annexure-I**). |
| 2. | **Earnest Money Deposit:** | Refer Clauses as indicated in bid document. |
| 3. | **The Work Experience:** The bidder must have experience of works (includes completed / ongoing) of similar nature which includes “providing Security services” valuing 50% of the annualized estimated value of the work put to tender during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.  “Annualized value” of the work shall be calculated as the “(Estimated Cost / Period of completion in Days) x 365”. | Bidders are required to submit Work Order along with satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. |
| 4. | **The Availability of Working Capital [Refer clause 5(D)]:**  Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital **within three months prior** to the date of opening of tender. | Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line or equivalent certificate of foreign partner issued from the respective country. Such certificate should contain the Unique Document Identification Number (UDIN). |
| 5. | **Permanent Account Number (PAN) [Refer clause 5(G)]:**  The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department. | In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder.  (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). |
| 6. | **Goods and Service Tax** (Not Applicable for Exempted Goods/ Services)  (Ref. Clause No. 5(H)) | The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:   1. Status: GST registered Bidder under regular scheme.   Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.  II. Status: GST Registered Bidder under composition scheme.  Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.  III. Status: GST unregistered bidder:  Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.  [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.] |
| 7. | **Legal Status of the bidder (Refer clause 5(A)):** | Any one of the following documents:   1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Documentary proof of Ex-Serviceman organization. 4. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 5. Joint Venture agreement as per the format given in the bid document. 6. The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and 7. Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.   **(**The partnership firm/JV is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the NIT)**.** |
| 8. | Valid PSARA Registration | As per Para – 5(B) above |
| 9. | Valid EPF number | CMPF/EPF Registration Certificate issued by Competent Authority. [As per Para 5(E)] |
| 10. | Valid ESIC (Employee state insurance corporation) Certificate | ESIC Registration Certificate issued by Competent Authority.  [As per Para 5(F)] |
| 11. | **Integrity-Pact:**  (Applicable for tendered value of Rs.2.00 Crore & above for services). | Duly signed and witnessed Integrity Pact in the prescribed format (**Annexure-II**).  **Note:** In case of JV, Integrity Pact shall be signed by all the partners. |
| 12. | **Mandate Form** for Electronic Fund Transfer: | Copy of Mandate form duly filled in as per Performa**.** (As per **Annexure- III**). |
| 13. | **Banning /Delisting (Refer clause 39):**  The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. | If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive (As per **Annexure- IV**). |
| 14. | Undertaking as per “One bid per Bidder” (**Clause-36.2 of NIT**) | Undertaking for Clause 36.2(d) & 36.2(e). |
| 15. | An undertaking 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 **Annexure-V**. | |
| 16. | Any other document to support the qualification information as submitted by bidder on-line. | |
| 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 | |

1. **Contract Value:**

The Contract Value will be the value of the ‘Rates quoted by bidder plus amount of GST’. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority, if any.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

1. **Taxes and Duties:**

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

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

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

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

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

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

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

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

1. **Modification and withdrawal of Bid:**

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

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

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

8.2: If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.

ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 9 below:”

**Note:**In case of clause 8.1 &8.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

1. **Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids**
2. **The Mode of Withdrawal:**
   1. **Online Withdrawal of Bids:**
      1. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
      2. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.
   2. **Offline Withdrawal of Bids :**
      1. A partner of bidder (in case of JV and partnership firms) who is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners who is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
      2. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.
3. **Acceptance of withdrawal by Tender Committee:**

Every case of withdrawal under **Clause 9** shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

1. **Tender Status:**

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

1. **Opening of Technical Bid**:

11.1: Opening of Technical bid: The Technical bid (Cover-I) will be opened on scheduled date and time 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” on the prescheduled date & time of Tender Opening.

11.2: If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.

11.3: All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I).

1. **Technical Evaluation of Tender:**
   1. 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.
   2. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **7 days** (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
   3. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
   4. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
   5. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
   6. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM portal only.
   7. The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
   8. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (12.2) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening
   9. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.
   10. After Technical evaluation of tender, Technical Evaluation Summary will be uploaded by the evaluator and price bid shall be opened on schedule date and time online in the GeM portal. 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 GeM portal at rescheduled date and time.
   11. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and tender will be cancelled. Re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
   12. Preference to MSEs (For applicable services) and Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time.
2. **Financial Evaluation of the bids:**
   1. The Tender Committee will recommend for award of work to the successful bidder after evaluating their techno-commercial eligibility based on the computer-generated evaluation sheets followed by evaluation of the scanned documents uploaded by bidder(s) in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
   2. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
   3. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-VI**).
   4. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in tenders in CMPDIL.
3. **Abnormally High Rate (AHR) & Abnormally Low Rate ( ALR) items:**
   1. An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In case of Abnormally Low Bids, CMPDIL may seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation risks and responsibilities and any other requirements of the bid documents. If, after evaluating the price analysis, CMPDIL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CMPDIL may reject the bid/ proposal.
   2. Normal performance security shall be furnished within 21 days of issuance of LoA by the successful bidder.
4. **Bid Extension:**

If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Tender will be extended for a period of **four days**:

1. Last date of submission of Bid
2. Bid Opening date.

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

1. **Cancellation of Tender:**

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

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

1. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-VI**).
2. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
3. **Subletting/Sub-vending:** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The contractor or his sole authorized agent shall be the sole point of contact for all purposes of the contract. The contractor will have the sole and prime responsibility for the execution of the statement of work. The prime contractor shall confirm unconditional acceptance of full responsibility of executing the scope of work in this tender. The confirmation should be submitted along with the techno-commercial bid. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor.

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

1. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
2. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Courts at Ranchi or courts located at the places of execution of work.
3. **Site Visit:** The Bidder, at the Bidder’s own responsibility, cost and risk, is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder’s own expense.

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

***(Chief-of-Security CMPDIL), Ranchi - Contact No.8987788933)***

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

1. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
2. **Change in Constitution of the Contracting Agency:**

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

1. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
2. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
3. **Currencies of Bid and Payment:**

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

1. **Period of Work:**

The Work of deployment of Security Guards for securing the work-sites of CMPDI HQ (Ranchi), RI-II (Dhanbad), RI-III (Jharkhand), RI-IV (Maharashtra) & RI-VII (Odisha) is for a period of 02 Years (731 Days).

The details of deployment start date would be mentioned in the work order issued by respective Principal Employers at HQ and Regional Institutes.

1. **Commencement of Work:**

Date of Start of work shall be mentioned in the Work-Order and deployment of Security Personnel shall be ensured by the Successful Bidder accordingly.

In normal course, the deployment shall be completed in Two Years (731 Days), if the services rendered by the Successful Bidder is satisfactory.

On completion of the work, work-site shall be handed over to the company and he/they shall intimate officially of having completed the work as per contract.

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

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

1. The notification of LOA will constitute the formation of the Contract.
2. The work order shall be issued by GM (P&A) after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule time schedule for Execution of Formal written Agreement.

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

In case of failure to enter in to agreement within specified period the contract will be terminated in accordance to relevant clause for contract.

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

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

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

The L-1 bidder will get the information regarding award of work through on-line. On receipt of Letter of Acceptance (LOA) of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the LOA shall entail cancellation of LOA and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

1. **Validity of offer:**

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer’s request and the bidder’s responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per **Clause No. 9**(Modification and Withdrawal of Bid) of NIT.

1. **Banning:**

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

1. This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), SOW, and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.
2. **Performance Security shall be 3% of the contract amount and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:**
3. A Bank Guarantee in the form given in the Bid Document. The Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

**Name of Bank: State Bank of India,**

**Branch: CMPDI Branch,**

**IFSC: SBIN0005598**

**A/c No: 10106155087**

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

1. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Limited.
2. Money (Demand Draft) drawn in favour of Central Mine Planning & Design Institute Limited. on any Scheduled Bank payable at its branch at RANCHI.
3. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:

(a) at Bidder’s option by a Scheduled Bank

or

(b) by a foreign bank located in India and acceptable to the employer.

1. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more (*Zero date for BG is the Date of issue of LOA*).
2. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work **shall be cancelled with forfeiture of the bid security/earnest money**. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.
3. All running on account bills shall be paid at 97%. The balance 3% shall be treated as Retention Money and will be second part of security deposit. **Retention money of 3% deducted from the bills** shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the OIC/GM (Exploration).
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 contractor’s subsequent on account running bills, if any.
5. **If security deposit is submitted in the form of ‘Bank Guarantee’ the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.**
6. Performance Security shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Project Manager).
7. **Closure of Contract:**
   * 1. The closure of contract shall be done within a period of **150** days after completion of the work.
     2. Closure of contract may be done on execution of the work as per agreement and within the stipulated time period or the extended time period.
     3. Closure of contract can be done on complete execution of awarded work.
8. **One Bid per Bidder:** 
   1. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
   2. Conflict of Interest.

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

a) they have controlling partner(s) in common; or

b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or

c) they have the same legal representative / agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or

f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;

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

Bidder shall give an undertaking under point no. 36.2(d) & 36.2(e) above.

1. **Payment on Account** - The Contractor shall submit monthly bill for the work carried out in accordance with the contract. The Project Manager shall then arrange for verification of the bill with reference to the records relevant for the purpose. The payment will become due and payable by CMPDI within 30 days from the date of receipt of bill/invoice/ debit note by CMPDI.
   1. Payment on account shall be made on the Project Manager certifying the quantity for which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
   2. Any certificate given by the Project Manager/OIC for the purpose of payment of monthly bill/bills shall not have itself be conclusive evidence that any work to which it relates is in accordance with the contract and may be modified or corrected by the Project Manager/OIC by any subsequent certificate or by the final certificate.
   3. The Company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
   4. Amount payable/repayable for any subsequent change in the statutory tax and duties on Works Contract will be made to/from the Contractor after departmental verification of such changes of tax law issued by Statutory Authority.
2. Service Charge: The upper limit of Service Charge payable for this work has been fixed at maximum 10%, Bids submitted by Firms quoting higher service charges than the prescribed limit will be rejected.
3. **Settlement of Disputes:**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

1. **Settlement of Disputes through Arbitration:**

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available for settlement of dispute as per provisions of the Tender document.

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

*Sole Arbitration:*

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

* + 1. 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.
    2. 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.

1. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

*Sole Arbitration:*

*“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dtd. 14.12.2022”.*

1. **Legal Jurisdiction:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Ranchi Court (Jharkhand) only. However, matters pertaining to Regional Institutes would be resolved under the jurisdiction of Courts of the Work-Site.

1. **Integrity Pact:**

The Integrity Pact as per format given under General Terms & Conditions has to be accepted by the bidder through the User Portal Agreement.

The Two Independent Monitor nominated for this tender shall be as under-

|  |  |
| --- | --- |
| Shri Gopal Krishna, IAS (Retd.)  D-52, Ground Floor,  Near Red Roses Public School,  Saket, New Delhi-110017  Mobile No. 9903254000  E-mail: gkrishna549@gmail.com | Shri Bipin Bihari Mallick. IAS (Retd.),  293. Naval Technical officers CCHS.  Sector-22. Dwarka. New Dclhi – 110077  e-mail:bipinmallick@gmail.com |

भवदीय

(महाप्रबन्धक (सी.एम.सी

Annexures

**Annexure A**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Location of establishment** | **PSARA License of State** | **ESM/ Non ESMs** | **Security Guard (SG)** | **Gunman (AG)** | **Security Supervisor**  **(SS)** | **Security Guard (SG)** | **Gunman (AG)** | **Security Supervisor**  **(SS)** | **Nursing Asst. (NA)** | **Security Guard (SG)** | **Gunman (AG)** | **Security Supervisor**  **(SS)** | **Total** |
|  | Workman/Employee Type with reference to Area A,B,C defined in CLC (C) notification w.e.f. 01.10.2022 | |  | Skilled Area-A | Highly Skilled Area-A | Highly Skilled Area-A | Skilled Area-B | Highly Skilled Area-B | Highly Skilled Area-B | Highly Skilled Area-B | Skilled Area-C | Highly Skilled Area-C | Highly Skilled Area-C |  |
| 1. | CMPDI HQ, Ranchi City, Ranchi Distt. | Jharkhand | ESM | **-** | **-** | **-** | **74** | **02** | **02** | **02** | **-** | **-** | **-** | 80 |
| 2. | CDS, Barkakana,  Ramgarh Distt. | Jharkhand | ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **09** | **-** | **01** | 10 |
| 3. | RI-II Office, Dhanbad City  Dhanbad Distt. | Jharkhand | ESM | **-** | **-** | **-** | **02** | **-** | **-** | **-** | **-** | **-** | **-** | 02 |
| 4. | RI-III - Hazaribagh Camp, Hazaribagh Distt. | Jharkhand | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **28** | **-** | **-** | 28 |
| 5. | RI-III - Barkakana Camp, Ramgarh Distt. | Jharkhand | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **26** | **-** | **-** | 26 |
| 6. | RI-III - Orla Camp,  Latehar Distt. | Jharkhand | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **25** | **-** | **-** | 25 |
| 7. | RI-IV - HQ, Nagpur City,  Nagpur Distt. | Maharashtra | ESM | **14** | **02** | **02** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | 18 |
| 8. | RI-IV - Anandvan Camp,  Distt. Chandrapur | Maharashtra | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **24** | **-** | **-** | 24 |
| 9. | RI-IV, Durgapur Camp,  Distt. Chandrapur | Maharashtra | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **24** | **-** | **-** | 24 |
| 10. | RI-IV, Murpar Camp  Distt. Chandrapur | Maharashtra  / MP | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **24** | **-** | **-** | 24 |
| 11. | RI-VII, HQ & Colony, Bhubaneswar, Khorda Distt. | Odisha | ESM | **-** | **-** | **-** | **14** | **-** | **1** | **-** | **-** | **-** | **-** | 15 |
| 12. | RI-VII, Gopalpur Camp,  Sundergarh/Jharsuguda Distt | Odisha | ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **18** | **-** | **01** | 19 |
| 13. | RI-VII, Gopalpur Camp,  Sundargarh/Jharsuguda Distt | Odisha | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **08** | **-** | **-** | 08 |
| 14. | RI-VII, Kosla Camp,  Angul Distt. | Odisha | ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **15** | **04** | **01** | 20 |
| 15. | RI-VII, Kosla Camp,  Angul Distt. | Odisha | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **08** | **-** | **-** | 08 |
| 16. | RI-VII, Talcher Camp,  Angul Distt. | Odisha | ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **08** | **04** | **01** | 13 |
| 17. | RI-VII, Talcher Camp,  Angul Distt. | Odisha | Non ESM | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **07** | **-** | **-** | 07 |
|  |  |  |  | **14** | **02** | **02** | **90** | **02** | **03** | **02** | **224** | **08** | **04** | **351** |

***ANNEXURE-I***

**Format of “Letter of Bid” (for Works & Services Tenders)**

**Letter of Bid**

To,

The Tender Inviting Authority,

Central Mine Planning & Design Institute, Ranchi.

**Sub. :** Letter of Bid for the work “--------------------------------”

**Ref. :** Tender Ref. 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, technical specifications, BOQ and other documents carefully.

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, Ranchi.

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

***ANNEXURE-II***

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on ……….. day of the month of ……… 20…. Between, on one hand, Coal India Limited / CMPDIL. Acting through Shri ………….., Designation of the officer, (hereinafter called the “BUYER Principal”. 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 ………………………………… Chief Executive Officer (hereinafter called the “BIDDER / Seller / Contractor” 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 procure ………………………………… (Name of the Stores / Equipment / Item) and the BIDDER / Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores / equipment 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 practice and the BUYER will commit to prevent corruption, in any from, by its officials by following transparent procedures.

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

**Section 1: Commitments of the Principal**

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand; take a promise for or accept, for him/herself or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section-2: Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality Shall furnish the Name and address of the foreign principals If any, Further details as mentioned in the “Guidelines on Indian agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian rupees only. *The Guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure (Guidelines for Indian Agents for Foreign supplier) of this document.*

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision I the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section-3: Disqualification from tender process and exclusion from future contracts.**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s)/Contractor(s).
3. The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
4. If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

**Section-4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value(Excluding GST) or the amount equivalent to Performance Bank Guarantee.

**Section-5: Previous transgression.**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

**Section-6: Equal treatment of all Bidders/Contractors/Subcontractors**

1. In case of Sub-contracting, the principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreement with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Section-7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractors or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section-8: Independent External Monitor**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 Sub-contractors.
4. The Monitor s under contractual obligation to treat the information and documents of the bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform chairman the Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself/herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offences or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” would include both singular and plural.

**Section-9: Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all the Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairman, Coal India Limited / CMD, Subsidiary Companies.

**Section-10: Other provisions**

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity Pact and its Annexure (Guidelines for Indian Agents for Foreign supplier), the Clause in the Integrity Pact will Prevail.

**Section-11: 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 Books 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.

**Section-12: Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the sea of the BUYER.

**Section-13: Other Legal Actions.**

The action 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 n force relating to any civil or criminal proceedings.

|  |  |
| --- | --- |
| (For and on behalf of the Principal)  (Office Seal) | (For and on behalf of Bidder/Contractor)  (Office Seal) |
| Place ……………………..  Date ……………………… |  |

Witness 1: ………………………… Witness 2: ………………………….

(Name & Address) (Name & Address)

**Annexure - Guidelines for Indian Agents for Foreign Supplier**

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized India Agent shall have to upload scanned copy of tender specific Manufacturer’s Authorization – signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same tender. Also one manufacturer can authorize only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

1. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them the specific service rendered by them. The Indian Agency commission will payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

1. In addition to above A certificate that no commission is payable by the principle supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
2. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

1. Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

ii. Copy of the agency agreement if any with the foreign principal stating the precise   
 relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

1. Agency commission, if any, shall be paid in equivalent Indian Rupees.

***ANNEXURE-III***

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT**.**

**To**

**Central Mine Planning & Design Institute Limited,**

**Gondwana Place, Kanke Road, Ranchi -834031**

**Sub:** Authorization for release of payment due from Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

Ref: Order No.\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_ and/or Tender ID \_\_\_\_\_\_\_\_

**(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).**

1. Name of the Party : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Address of the Party : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ PIN Code\_\_\_\_\_\_\_\_\_\_\_

1. E- Mail Id \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Permanent Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. **Particulars of Bank**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Bank Name | | | |  | | | | | | | | | | | | | | | Branch Name | | | | | | | | | |  | | | | | | | | | | | | |
| Branch Place | | | |  | | | | | | | | | | | | | | | Branch City | | | | | | | | | |  | | | | | | | | | | | | |
| PIN Code | | | |  | | | | | | | | | | | | | | | Branch Code | | | | | | | | | |  | | | | | | | | | | | | |
| MICR No. | | | |  | | | | | | | | | | | | | | |  | | | | | | | | | |  | | | | | | | | | | | | |
| (9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RTGS CODE |  | |  | |  |  |  | |  | |  | |  |  | |  | |  | | | |  | |  | |  | |  | |  |  | |  | |  | |  | |  | |  |
| Account Type | | Savings | | | | | | Current | | | | | | | | | | | | | Cash Credit | | | | | | | | | | | | | | | | | | | | |
| Account Number (as appearing in the Cheque Book) | | | | | | | | | |  | |  | | |  | |  | | |  | | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |

**4. Date from which the mandate should be effective: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

**Signature of the party/Authorized Signatory.**

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

Banker’s Stamp :

Date:  **(Signature of the Authorized official from the Banks)**

***ANNEXURE-IV***

**NON-BANNING OR DELISTING CERTIFICATE**

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU’s.

Date: Signature of the Bidder with seal of the firm

***ANNEXURE-V***

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

**FORMAT OF UNDERTAKING**

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

* + - 1. I/ We am/ are submitting Bid for the work……......................................................against Tender ID......................... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
      2. Myself/Our Partners/ Directors don’t has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi

OR

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

a. Name of the employee

b. Place of Posting

c. Department

d. Designation

e. Type of relation-Wife/Husband/ Father/Step-Father/Mother/Step-Mother/Son/Step-Son/Son’s Wife / Daughter/Daughter’s Husband/ Brother/Step Brother/Sister/Step-Sister.

* + - 1. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
      2. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
      3. I/ We hereby authorize department to seek references / clarifications from our Bankers.
      4. 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.
      5. \* 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.

* + - 1. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
      2. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues, including Earnest Money and banning of our firm and all partners of the firm etc.

[\* Delete whichever is not applicable.]

# ANNEXURE-VI

**AGREEMENT FORM**

This agreement, made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_202\_\_\_between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the Employer) (hereinafter called "the Employer" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute for Detailed Exploration in the ------------------ Block, ----------------------- Coalfield of --------------- District in State of --------------------offered vide Tender ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :

Letter of Acceptance;

Notice to proceed with the work;

Contractor's Bid;

Conditions of Contract;

Specifications;

Drawings;

Bill of Quantities and

Any other document listed in the Bid document/ Contract as forming part of the contract

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

The Common Seal of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

was hereunto affixed in the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_

in the presence of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_

Binding Signature of Employer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Binding Signature of the Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***ANNEXURE-VII***

**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 this ……………………..day 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 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 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/s ………………….. and M/s………………and M/s …..shall, 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.

1. a) The name and style of the Joint Venture shall be “……………………………….”

(hereinafter called the “Joint Venture”)

1. 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………………………….
2. 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.
3. 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.

iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

**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/s……………………………… to 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 individually or collectively.**

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**

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

**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 asper 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Address ) (Name & Address )

(Official Seal ) (Official Seal )

Place………………………………….. Place………………………..

Date …………………………………… Date ……………………………….

Witness Witness

Signature …………………………….. Signature ………………………

(Name & Address ) (Name & Address )

***ANNEXURE-VIII***

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

*(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANKauthorised by RBI to issue A BANK Guarantee)*

To,

Central Mine Planning & Design Institute Limited,

Gondwana Place, Kanke Road, Ranchi -834031

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of the Work]* by issue of Letter of Award No. \_\_\_\_\_\_\_\_ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_\_\_\_\_\_ valued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_ *[indicate figure]%* of the Contract Sum \_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures and words)* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of the Bank]*, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee in figures and words ]*, at any time from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor’s liabilities.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_