

PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE :

“Letter of Bid”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,
The Tender Committee
Mahanadi Coalfields Limited

Sub. : Letter of Bid for the work “Operation & Maintenance (O&M) including Grass cutting, cleaning of Solar Modules and Up-keeping of 2 MWp Solar Power Plant at Anand Vihar, MCL HQ, Burla for a period of 2 years (i.e. 24 months or 730 days)”.

Ref.: NIT No.: “MCL/SBP/E&M/e-Tender/2021-22/266 Dated 29/06/2021”
Tender Id No. : “2021_MCL_209068_1”

Dear Sir,

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

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

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

I/We hereby confirm that this bid complies with the Bid validity 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 MCL.

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 Mahanadi Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Mahanadi Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to ban us for two years from being eligible to submit bids in CIL and its subsidiaries

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

**SPECIMEN OF LETTER BY THE ENGINEER-IN-CHARGE TO CONTRACTOR
FOR PROVISIONAL REDUCTION IN RATE FOR SUBSTANDARD WORK.**

REGISTERED POST/A.D.

No.

date.....

To

M/S.....
.....

Dear Sir(s),

Subject: (Complete name of work) Agreement No
.....

1) The..... (Name of the Company) considers that the items of work (specified in the statement appended herewith) relating to the work of undertaken by you in terms of the above agreement have not been executed in accordance with the prescribed specifications and/ or in a workman like manner and, therefore, cannot be accepted in terms of the above said agreement for payment at the rates specified in the agreement.

2) The (Name of the Company) is willing to consider acceptance of the same should you agree to receive payment at rates suitably reduced taking in consideration of substandard nature of the said items of work. The Area Engineer of this work will determine as to what suitable reductions in the rates should be made from the agreed rates for the said items. His decision shall be final. Pending such decision of the Area Engineer, however, the payment for the said items of work will be made at the provisional rates indicated against each item.

3) If you agree to the aforesaid conditions for acceptance of payment for the said items of work, you may please return the enclosed form duly executed by you.

4) If no reply is received from you within three weeks of the date of issue of the letter, it shall be presumed that the offer is not acceptable to you. In the said event, the offer shall stand withdrawn without prejudice to the rights and remedies of the (Name of the Company) in terms of the contract.

Enclo: Proforma for Acceptance (Annexure-VII)

Yours faithfully,

Engineer-in-Charge
For and on behalf of
(Name of the Company)

SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL
REDUCTION OF RATE FOR SUBSTANDARD WORK.

No.

dated :

To

.....
.....

Sir,

Subject: (Complete name of work).....

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated..... and they are acceptable to me/us.

Pending the decision of the Engineer in Charge of the final rates of payment against the items of work specified in the statement attached to your above letter, which will be final and binding. I/We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

CONSENT TO ARBITRATION CLAUSE 16 and 16A
(Applicable in case of Partnership firm/Joint Venture)

We,.....
.....(Name of Partners of Partnership Firm/Joint Venture), partners of
.....(Name of Partnership
Firm/Joint Venture) hereby consent to abide by the provisions of Clause 16 and 16A of
General Terms and Conditions pertaining to arbitration.

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

Note:

1. If the Contractor is a partnership firm, this agreement must be signed by all partners.

USER PORTAL AGREEMENT**e-Tender Portal User Agreement**

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**I DO HEREBY UNDERTAKE**

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

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

<https://coalindiatenders.nic.in> is an e-procurement portal of Coal India Limited/its Subsidiary.

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

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

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

Bidder Registration, Password and Security:

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

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

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

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

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly

issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

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

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

Modification of software:

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

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

System Requirements:

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

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

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

Contents of Tender Information:

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

Bid Submission Acknowledgement:

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

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

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

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

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances,

CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

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

Special Admonitions For International Use:

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

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

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

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary Company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

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

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue

any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

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

Information Collected:

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

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

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

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

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

Use of Cookies:

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

Security:

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