



सीएमपीडीआई  
*cmpdi*  
A Mini Ratna Company

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

## TENDER DOCUMENT

FOR

**SUPPLY & SERVING TEA & COFFEE  
AT CMPDI (HQ), RI-IV, JARIPATKA,  
NAGPUR**



JULY, 2015

**Central Mine Planning And Design Institute Ltd.**

(A Subsidiary of Coal India Ltd.)

**KASTURBA NAGAR, JARIPATKA,  
NAGPUR 440 014 (M.S.)**

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# **TENDER NOTICE**

**e - TENDER NOTICE****FOR SUPPLY & SERVING TEA & COFFEE AT CMPDI(HQ),RI-IV, JARIPATKA, NAGPUR****TENDER NOTICE NO. : CMPDI/RI-IV/P&A/TEA-COFFEE/2015/01    DATE: 15 .07.2015**

1. Tenders are invited on-line on the website <http://mcltenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work :**

Description	Estimated Cost (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion
Supply and serving of Tea & Coffee to the Employees of CMPDI, RI-IV, Jaripatka, Nagpur (ITEM RATE)	486750.00	4868.00	0.00	One Year (365 Days)

**2. Time Schedule of Tender :**

Sl.No.	Particulars	Date	Time
a.	Tender Publication date	<p>As per Website</p> <p><a href="https://mcltenders.gov.in">https://mcltenders.gov.in</a></p>	
b.	Document download start date		
c..	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i.	Part-I Opening date		

For details of qualification requirements, bid security and complete tender document, visit our website [www.cmpdi.co.in](http://www.cmpdi.co.in). or <http://eprocure.gov.in/cppp> Detailed tender notice is available at <https://mcltenders.gov.in>

**NOTE : End user portal agreement of MCL is applicable for CMPDI also.**

## **DETAILED TENDER NOTICE**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**

(A Subsidiary of Coal India Limited)

**REGIONAL INSTITUTE - IV****Kasturba Nagar, Jaripatka, NAGPUR 440 014****DETAILED E -TENDER NOTICE****FOR SUPPLY & SERVING TEA & COFFEE AT CMPDI(HQ), RI-IV, JARIPATKA, NAGPUR****Contact No: Ph.: 91-0712-2632526 , FAX: 91-0712-2632526****TENDER NOTICE NO. : CMPDI/RI-IV/P&A/TEA-COFFEE/2015/01****DATE: 15 .07.2015**

1. Tenders are invited on-line on the website <http://mcltenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

**Brief Scope of Work:**

<b>Description</b>	<b>Estimated Cost (In Rs.)</b>	<b>Earnest Money (In Rs.)</b>	<b>Application fee (In Rs.)</b>	<b>Period of Completion</b>
Supply and serving of Tea & Coffee to the Employees of CMPDI, RI-IV, Jaripatka, Nagpur (ITEM RATE)	₹ 486750.00	₹ 4868.00	0.00	<b>One Year (365 Days)</b>
	-	-		

**2. Deposit of Earnest Money:**

I Earnest Money can be deposited online on e-Procurement portal of MCL by following mode :

- Online fund transfer from Axis Bank
- NEFT from any Scheduled Bank.

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account (Pool Account) before bid submission).

II. Alternatively, bidders can also deposit EMD in the form of irrevocable Bank Guarantee (BG) from any scheduled Bank, in the format given in the bid document. The validity of such BG should be minimum 28 days beyond the validity of the bid.

NOTE : The BG against EMD shall be taken only for the tenders where EMD is amounting To Rs. 5.00 lakhs or more. In tenders with EMD less than Rs. 5.00 lakh , only online mode of payment shall be enabled.

Incase of offline submission of EMD through BG, the bidder has to furnish the BG Number , date of issue, expiry date, amount and name of issuing bank, while submitting the tender online. The bidder has to deposit the original BG against EMD in person or by postal means, which must be

TENDER DOCUMENT FOR THE WORK OF SUPPLY AND SERVING TEA & COFFEE AT CMPDI, RI-IV,JARPIATKA,NAGPUR received in the office of the C.M.P.D.I.,RI-IV,Kasturba Nagar, Jaripatka, Nagpur 440 014 (M.S.) on any working day after e-publication of NIT and upto three working days after the last date of submission of bid. The Company shall not be responsible for any postal delay in receipt of EMD. **In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.**

iii. In case of online payment of EMD, the bid submission can be made only when the EMD is received by MCL (Pool account).

iv. Incase of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received by MCL (Pool Account) within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3. The Bidders should submit MANDATE FORM on-line for e-procurement along with EMD, if not submitted earlier, as per the format given in the bid document at section3.

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

4. **Clarification of Bid:** The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

5. **Availability of tender documents: Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://mcltenders.gov.in> and Tender Notice shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in), or <http://eprocure.gov.in/cppp>.**

6. **General Instructions for Submission of Tender: A bidder should strictly comply with the following instructions:**

(a) **Bidders are required to submit offers on line giving reference to this Tender Notice No. and date, containing offers in two parts.**

(b) **Two Parts of the bid should contain the details as follows: -**

**Part-I –**

- i) **Letter of Bid,**
- ii) **Details of Earnest Money Deposit.**
- iii) **Information regarding Eligibility criteria as detailed in Clause - 8.**

**Part–II - Prices only in the Excel format as indicated in the tender document.**

7. **Eligible Bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA.**

Note: Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs.2 Crores).

**Joint Venture details:**

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

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements :

i) Following are the minimum qualification requirements for Joint Venture

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under clause No 8 (A) towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover and Net Worth)of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria

should not be less than as deliberated under clause No. 8 (B) towards fulfillment of qualification criteria related to financial turnover and net worth.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

ix) The bid should be signed by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.



xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected. If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV before making any payment.

## **8. Eligibility Criteria :**

**A. Work Experience :** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

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

Or

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

Or

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

(In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub-contractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (i.e. e-Publication date of NIT). The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation.

**While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.**

The cost of completed works shall be given a weight age 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 (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited.

**The definition of Similar work means “Supply of Tea – Coffee, Canteen/Catering Services, Beverages/Snacks etc”.**

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

- i). Start date & end date of each qualifying experience (similar work)
- ii). Agreement Number/Work Order Number of each experience
- iii). Work Order Issuing authority of each experience
- iv). Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture)
- v). Executed Value of work against each experience
- vi). Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

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

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-

i) Any one partner can match the above requirement. Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal to 40% of the estimated cost put to tender:-

i) Any one partner can match the above requirement. OR

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to tender:-

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal to 40% of the estimated cost put to tender. However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have :-

i) More than 50(Fifty)% share in J.V. and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

**B. Financial Turnover:** Average annual financial turnover during the last 3 (three) years ending 31st

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as ‘Zero’ and the average annual financial turnover shall be calculated accordingly.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

Financial turnover shall be given simple weightage of 5% per year to bring them at current price level, While evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

C. The Net Worth of the bidder based on latest audited annual accounts as on 31st March 2014.....(e.g. for tenders floated in the financial year 2015-16, this will be .....as on 31st March 2014) shall not be negative.

The Net Worth shall be equal to: - Aggregate of the Capital + Free Reserve  $\pm$  Accumulated Profit/Losses. Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered works with estimated cost above 100 lakhs).

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited Balance Sheet.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. net worth (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.

If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

(ii) if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure etc.

Notes : ( Not a part of bid document )

- 1) The qualification criteria shown above are to be considered as a standard for normal works.
- 2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.
- 3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credential of its wholly owned subsidiaries.

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

- i). Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii). Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate
- iii). Membership Number of the Chartered Accountant
- iv). Date of issue of financial turnover certificate by CA

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

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

- i). Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No

Note: In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV will be furnished.

**D. VAT/Sales Tax Registration on Works Contract** : The bidder should possess a VAT/ Sales Tax Registration on works contract issued by Sales Tax department of any Indian State.

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

- i). Confirmation regarding possessing of VAT/ Sales Tax Registration on Works Contract issued by Sales Tax department of any Indian State in the form of Yes / No

If 'NO', Certificate from C.A. for exemption from Registration under MVAT.

Note : In case the bidder is a Joint Venture, the TIN/Sales Tax Registration Number of each individual partner of JV will be furnished.

**E. Service Tax Registration Certificate** : The bidder should possess a Service Tax Registration Certificate issued by Govt. Dept of any Indian State.

- i). Confirmation regarding possessing of Service Tax Registration Certificate issued by Sales Govt. Dept. of any Indian State in the form of Yes / No

If 'NO', Certificate from C.A. for exemption from Registration under Service Tax.

**F. An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 regarding genuineness of the**

TENDER DOCUMENT FOR THE WORK OF SUPPLY AND SERVING TEA & COFFEE AT CMPDI, RI-IV, JARPIATKA, NAGPUR  
information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the bid document .

**G. Legal Status of the bidder:**

Any one of the following document:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

**H. Digital Signature Certificate (DSC):** If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

**I. Banning:** Declaration by the bidders that they have not been banned or delisted by any govt. or quasi-govt. agencies or PSU as per the Affidavit format given in the bid document.

**J.** The company shall have its functional and manned office in Ranchi to act as contact point. Details, such as address, contact number, name of contact person etc., to be enclosed.

**9. Submission of Bid:**

**a.** In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://mcltenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/ Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

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

**NOTE :** End user portal agreement of MCL is applicable for CMPDI also.

**c.** Letter of Bid: The format of Letter OF BID (as given in the NIT at section 3 will be downloaded by the bidder and will be printed/typed on their letter head. This document will be signed by the bidder or authorized person of bidder or DSC holder bidding online with authorization from bidder and the scanned copy of the same will be uploaded during bid submission in Cover-I. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

**d. Price Bid (Part-II):** The Price Bid is in Excel format. The bidder will download the same and will quote item rate in the format. Thereafter, the bidder will upload the format during bid submission in cover-II. L-1 will be decided on overall quoted value of specified schedule of

**quantities /BOQ .**

**“In cases where the system does not read the values of any of the BOQs submitted against a tender while generating BOQ comparative chart, a manual comparative statement will be prepared based on the data available in the BOQs uploaded by the bidders and the same shall be considered for evaluation and uploaded on the system for viewing by the public”.**

**The Price Bids of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above (and also online) will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.**

**In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by the CMPDI.**

**10. All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.**

**11. It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender portal. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.**

**12. The part I will be opened on-line, on the scheduled date and after the prescheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link. Part –I shall be evaluated by the system online based on the information furnished by bidders on-line in accordance with clause No 8 of NIT (Eligibility Criteria).This on-line evaluation will be validated by CMPDIL.**

**13. After evaluation of Part I, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price bid (Part II).**

**14. The Price-bid of the successful bidders (qualified in Technical-bid) will be opened on-line, on the scheduled date and after the prescheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.**

**15. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted below along with the qualification information as per format given below will be specified on-line by Evaluator indicating the start date and end date giving 7 days time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of Price 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 will upload the scanned copy of self certified and attested by notary public of all the specified documents in support of the information /declarations furnished by them on-line within the specified period of 7 days and simultaneously will submit the original Affidavit (As per Sl. No. 6 below) either in person or by post to the Tender Inviting Authority within 10 days of last date of online submission of documents.**

Sl. No.	Eligibility Criteria	Scanned copy of documents (self certified and attested by Notary Public) to be uploaded by L-1 bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Work Experience (Ref. Clause No 8 (A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line
2.	Financial Turnover (Ref. Clause No 8 (B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India. (In case of JV, turnover certificate for each individual partner of JV)
3	Permanent Account Number (Ref. Clause No 8 (C) of NIT)	PAN card issued by Income Tax department, Govt.of India (In case of JV, PAN card for each individual partner of JV)
4	VAT/Sales Tax Registration (Ref. Clause No 8 (D) of NIT)	VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State (In case of JV, VAT/Sales Tax Registration Certificate for each individual partner of JV) OR certificate from C.A. for exemption from Registration under MVAT.
5	Service Tax (Ref. Clause No 8 (E) of NIT)	Service Tax Registration Certificate issued by Govt. Dept of any Indian State OR certificate from C.A. for exemption from Registration under Service Tax.
6	Affidavit (Ref. Clause No 8 (F) of NIT)	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document.
7	Legal Status of the bidder (Ref. Clause No 8 (G) of NIT)	Any one of the following document : 1.Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
8	Digital Signature Certificate (DSC) (Ref. Clause No 8 (H) of NIT)	If the bidder himself is the DSC holder bidding on-line then no document is required .However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
9	Banning (Ref. Clause No 8 (I) of NIT)	Declaration by the bidders that they have not been/have been banned or delisted by any govt. or quasi-govt. agencies or PSU as per the Affidavit format given in the bid document.
10	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.

*The Tender Committee will examine the uploaded documents against information/ declarations furnished by the L-1 bidder online. If it confirms to all of the information /declarations furnished by the bidder online and do not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.*

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Tender Committee clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date giving 7 days time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of those specified documents within the specified period of 7 days and in case of Affidavit, will simultaneously submit the original Affidavit (As per Sl.No.15 above) either in person or by post to the Tender Inviting Authority within 10 days of last date of online submission of documents. No additional time will be allowed to the bidder for on-line submission of documents.

a. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.

b. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done. In this retender, offer from this bidder will not be accepted. This penal action will be enforced from the date of issue of such order.

c. If the L-1 bidder fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDI and re-tender will be done. This penal action will be enforced from the date of issue of such order.

**16. Validity of offer:** The rates offered in part II shall be valid for 150 (one hundred fifty) days from the End date of bid submission.

**17. One Bid per Bidder :** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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.

**18. Refund of EMD :**

- a. If EMD is paid by the bidder in online mode (Direct Debit/ NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it had been received (except the cases where EMD is to be forfeited). However , if the EMD is received through BG then it will be returned by registered / speed post on rejection of bid(except the cases where EMD is to be forfeited).



- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by ;the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid on-line( i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of Part I Tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit. However, EMD deposited by the L-1 Bidder in the form of BG will be discharged when ;the bidder furnishes the required Performance Security Deposit (PSD) and signs the agreement.

**19.** Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

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

**20.** All Duties taxes (excluding Service tax) and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All 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 tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

**21. 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.

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

**23. Currencies of Bid and Payment :** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

**24.** The work should be completed within 365 days and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.

**25. 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.

**26.** 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.

**27.** The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter for Acceptance(LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order 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.

**28. 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 on-line within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. No withdrawal/modification is allowed after end date and time of bid submission. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order / LOA with the following provision of penal action:

a. 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 6 months from participating in tenders in CMPDI. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. 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 1 one year from participating in tenders in CMPDI. 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-tendering will be done.

(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

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

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

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

**32.** No subletting of work by the contractor is permissible.

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.

**33.** The Company does not bind itself to accept the lowest tender and reserves the right to reject any

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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.

**34.** 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 District Court, where the subject work is to be executed.

**35. Non-disclosure / Confidentiality Clause:**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention ,research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work/execution of work and thereafter. The bidder shall disclose Proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

H.O.D. (P&A)  
CMPDI, RI-IV,Kasturba Nagar,  
Jaripatka, NAGPUR (M.S.)

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

- i) "Employer" or "Company" means the Central Mine Planning & Design Institute Limited who will employ the contractor represented by the appropriate authority.
- ii) "Principal Employer" means the Central Mine Planning & Design Institute Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word "Contractor / Contractors" wherever occurs means the successful tenderer / tenderers who has / have deposited the necessary Earnest Money and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) "Officer-in-charge" shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Designated Officer-in-charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their delegation of powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer-in-charge.
- vi) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms and conditions / technical parameters / scope of work and revised offer, if any, specifications, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "Day" shall mean a day of 24 hours from midnight to midnight.
- viii) The "Work" shall mean the works required to be executed in accordance with the contract / work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) "Contract amount" shall mean :
  - a) in the case of turn key contracts, the total sum for which tender is accepted by the company.

- b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- x) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xi) "The Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) "Department" means the Human Resource Department of Central Mine Planning & Design Institute Limited represented by the appropriate authority.
- xiii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

## 2. **Contract Documents :**

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender / Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender / Work Order.
- iii) General Terms & Conditions of contract / Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities ( or Bill of Quantities ) / Schedule of work / Scope of work and schedule of deviation ( to be provided by the contractor ).
- vii) Frozen terms & conditions / technical parameters / scope of work and revised offer, if any.

## **N.B. : Deviations :**

**No Deviation ( technical or commercial ) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.**

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

The additional copies shall be certified by the Officer-in-charge.

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

- 2.2 The contract document shall not be used by the contractor for any purpose other than this

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contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## **2.3 Tender Evaluation & Bid Assessment :**

The tenders received will be scrutinized and evaluated by duly constituted tender committee.

The tender committee will examine the comparative statements prepared by the concerned technical department, will satisfy itself that all aspects / conditions of each offer have been properly evaluated w.r.t. financial implication etc.

Tender received without Earnest Money will be rejected.

**No Deviation ( technical or commercial ) will be accepted and if such conditions are found, the Tender will be treated as non-responsive.**

However, the tender committee may decide to scrutinize the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid, if necessary, before opening the same.

The price bids will be opened at the time and place fixed for the same in presence of the tenderers and committee members and due information for opening of Price Bid will be given to all concerned. In case where the tenderers are given opportunity to revise their Price Bids, only the Revised Price Bids are opened and the original Price Bids are to be kept in tact in custody of the company.

## **2.4 Acceptance of offer :**

Letter of Acceptance is an acceptance of the offer by the company and it need not be accepted by the tenderers but the tenderers should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD / Bid Bond.

## **2.5 Banned or delisted contractors :**

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 a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

## **3. Discrepancies in contract documents & Adjustments thereof :**

The documents forming part of the contract are to be treated mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and / or drawing, the following order of preference shall be observed :

- a) Description in Bill of Quantities / Schedule of quantities of work.
- b) Particular specification and special conditions, if any.
- c) Drawings.
- d) General specifications.

### **3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the**

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contract, the Accepting Authority's decision / clarification shall hold good with regard to the intention of the document or contract as the case may be.

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

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

- a) Discrepancy between description in words and figures, the rate which corresponds to the amounts worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected.

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

#### **4. Security Deposit :**

4.1.1 Security Deposit shall consist of two parts :

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

The security deposit shall bear no interest.

4.1.2 **Performance Security** should be **5%** of contract amount and should be submitted within 28 days of receipt of **LOA** by the successful bidders in any of the form given below :-

Bank Guarantee in the form given in the bid document.

Govt. Securities, FDR or any other form of deposit stipulated by the owner.

Demand Draft drawn in favour of CMPDI Ltd. on any Scheduled Bank payable at its Branch at Nagpur.

The bid security deposited in the form of Demand draft / cash shall be adjusted against the security deposit, when the Bidder has signed the Agreement.

If performance security is provided by the successful bidders in the form of Bank Guarantee, it shall be issued either :-

- (a) At Bidder's option by a nationalized / Scheduled Indian Bank or
- (b) By a foreign bank located in India and acceptable to the employer.
- (c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

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

- 4.2 All running on account bills shall be paid at 95% ( ninety five percent ) of work value. This 5% ( five percent ) deduction towards **Retention Money** will be the second part of security deposit.
- 4.3 Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50,000/= and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks (Scheduled Banks) provided in the bid document.
- 4.4 The company shall be at liberty to deduct / appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

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

4.5 **Refund of security deposit :**

The refund of security deposit shall be subject to company's right to deduct / appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Officer-in-charge, 5% Performance security deposit as well as 5% Retention Money shall be refunded after the issue of **satisfactory performance report** as certified by the Officer-in-charge, subject to issuance of **No objection / No dues certificate** from the Officer-in-charge.

5. **DEVIATIONS / VARIATIONS IN QUANTITIES - EXTENT AND PRICING :**

- 5.1 The company through its Officer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Officer-In -Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main work and at the same rate / rates as are specified in the contract.
- 5.2 If the additional, altered or substituted work includes any class of work for which no rate / rates is / are specified in the contract, rates for such items shall be determined by the Officer-in-charge and the rate shall be derived from market rate with regard to materials, labourer and other essential components considered reasonable to execute any additional item involved.
- 5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof.
- 5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work ( in value ) bears to the original contracted work (in value) as may be assessed and certified by the Officer-in-charge.



- 5.5 The company through its Officer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Officer-in-charge. No claim for omitting the part of the work or extra charges / damages shall be made by the contractor on these grounds.
- 5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate / rates to be paid thereof shall be resolved separately with the company.
- 5.7 For evaluation of the bid leading to award of work, the tentative quantities shall be considered for one year. However, the company does not guarantee this quantity in a year. This may vary up or down.
6. **TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY :**
- 6.1 *Time for completion of the work will be as defined in the Tender Notice.*
- 6.2 *The work will commence within 10 days from the date of receipt of the work order.*
- 6.3 *If the contractor fails to commence the work even after 10 days, Earnest money deposit of the contractor will be forfeited and the contract will be terminated, after serving the Notice in writing.*
- 6.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.
7. **QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP :**
- The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Officer-in-charge. Officer-in-charge may issue from time to time detail instructions / directions in writing to the contractor. All such instructions / directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications / explanations thereof, if necessary.
- 7.1 The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Officer-in-charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in this behalf and the contractor shall allow the same.
- 7.2 All materials to be provided by the contractor shall be in conformity with the specifications / schedule of work as per the contract and the contractor shall furnish proof, if so required by the Officer-in-charge for his satisfaction that the materials so comply.
- 7.3(i) The company, through the Officer-in-charge, shall have full power to **reject any material or work due to a defect** therein for not conforming to the required specification or for materials not being of the required quality and standard or for reason of poor workmanship or for not being in accordance with the samples approved by him or for any other reason ( *such as preparation is not satisfactory and the prepared items are not tasty* ). The **contractor shall forthwith remedy the defect / replace the materials at his expense** and no further work

shall be done pending such rectification / replacement of materials, if so instructed by the Officer-in-charge. **In case of default on the part of the contractor, the Officer-in-charge shall be at liberty to procure the proper materials for replacement and / or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement / rectification shall be borne by the contractor.**

- 7.3(ii) **However, wherever deviations in respect of material and workmanship ( or both ) have for good and sufficient reasons, recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under 'deviation of work'.**

- 7.4 The Officer-in-charge shall be entitled to have tests ( all mandatory tests as per relevant BIS or other approved specifications ) carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Officer-in-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the employer and shall be assumed covered in accepted item rate prices. The cost of any other tests, if so required by the Officer-in-charge, shall be borne by the contractor only if test results disclose that the said materials are not in accordance with the provisions of the contract. The cost of materials consumed in such tests shall however be borne by the contractor.

## **8 MEASUREMENT AND PAYMENT :**

- 8.1 **Payment to the Contractor will be made on monthly basis, based on submission of Bill / Bills in triplicate ( Pre - receipted ) by the contractor and verification of the same by the Officer-in- charge, after necessary deductions as applicable.**

## **9 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to **cancel the contract in full or in part**, if the contractor :

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-in-charge, then on the expiry of the period as specified in the notice  
Or
- b. commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-in-charge then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing  
Or
- c. fails to complete the work or items of work with individual dates of completion : on or before the date / dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing  
Or
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act / acts of favour in relation to the obtaining or execution of this or any other contract for the company.  
Or
- e. obtains a contract with the company as a result of ring tendering or other non - bonfire method of competitive tendering.  
Or
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in

TENDER DOCUMENT FOR THE WORK OF SUPPLY AND SERVING TEA & COFFEE AT CMPDI, RI-IV,JARPIATKA,NAGPUR  
writing from the Officer-in-charge. The Officer-in-charge may give a written notice; cancel the whole contract or portion of it in default.

9.1 The contract shall stand **terminated** under the following circumstances :

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 **On cancellation** of the contract or on termination of the contract, the Officer-in-charge shall have powers :

- a) to take possession of the site and any materials, plant, implements, stores, etc. thereon.
- b) **to carry out the incomplete work by any means at the risk and cost of the contractor.**
- c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss / damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession after cancellation.
- d) to recover the amount determined as above, if any, from any money due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost / expenditure or of any loss / damage suffered by the company shall not however arise in the case of termination of the contract for death / demise of the contractor as stated in 10.1(c).

9.3 **Suspension of work** : The contractor shall, on receipt of the order in writing of the Officer-in-charge ( whose decision shall be final and binding on the contractor ), suspend the progress of work or any part thereof for such time in such manner as the Officer-in-charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons :

- a ) on account if any default on the part of the contractor or
- b) for proper execution of the works or part thereof reasons other than the default of the contractor or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Officer-in-charge. If the suspension is ordered for reasons (b) & (c) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

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

**9.4 Foreclosure of contract in full or in part :** If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Officer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment / reduction in the scope of work, the company shall be liable :

- a) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment / reduction in the work.
- b) to pay reasonable amount assessed and certified by the Officer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site, e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour / staff quarters, office, etc.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment / reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less. The contractor shall, if required by the Officer-in-charge, furnish to him books of accounts : papers, relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable in terms of part 10.4(b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

If the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

## 10 **ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR :**

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i. The contractor / contractors shall employ only competent, skilful and orderly men to do the work. The Officer-in-charge shall have the right to ask the contractor / contractors to remove from the work site any men of the contractor / contractors who in his opinion is undesirable and the contractor / contractors will have to remove him within three hours of such orders. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.
- ii. Precautions shall be exercised at all times for the protection of persons ( including employees ) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Officer-in-charge or his authorized representative whenever they want and the structure must be strong, durable and of such design as required by them. In no case any structure condemned by the Officer-in-charge or his authorized representatives shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor(s) from his / their responsibility, as an employer, as the company shall in no way be responsible for any claim.

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

- iii. The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his / their work.
- iv. **All duties, taxes (excluding Service Tax) and other levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total Bid Price submitted by the bidder. All incidentals overhead 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. Service tax will be paid extra as applicable. However, such duties, taxes, levies etc which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.**
- v. **The company reserves the right to deduct / withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.**
- vi. The contractor / contractors shall make his / their own arrangement for all materials ,tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

- vii. The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his / their own cost for the contracted work and drinking water to his / their workmen.
- viii. The work shall not be sublet to any other party, unless approved by Officer-in-charge, in writing.
- ix. ~~No fruit trees or valuable plant or trees with trunk diameter exceeding 150 mm dia. shall be pulled, destroyed or damaged by the contractor / contractors or any of his / their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor / contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia., as will be permitted by the Officer-in-charge in writing.~~
- x. The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him / them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor / contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xi. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourer by its representatives.
- xii. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified :
  - a. the company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and / or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

  - b. the company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
  - c. the company against all claims, damages or compensation under the provisions of payment of Wages Act. 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act. 1961 or any modifications

thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

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

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

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

- a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- b. The contractor shall ensure that the insurance policy / policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium / premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.
- xiv Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner's property.
- xv Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the Officer-in-charge of such discoveries and carry out the Officer-in-charge's instructions for dealing with them.

## **11. 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 Officer-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.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law, under jurisdiction of Nagpur only.



**SPECIAL TERMS AND CONDITIONS**

- (1) The Rate contract will be in operation for a period of one year from the date of tenderer starts the actual operation in the office complex for supply of tea and coffee to the employees. Rate contract will be for one year. The tentative period start date for rate contract is from 16-08-2015.
- (2) Space for preparation of Tea & Coffee along with electricity for lighting purpose only will be provided to the successful tenderer by CMPDI, free of cost. The tenderer has to make his own arrangement of cooking gas only and no coal, firewood, kerosene, electric Heater what so ever shall be permissible.
- (3) The successful tenderer has to provide Tea and Coffee to the Employees of RI-IV, Jaripatka, Nagpur on their seats twice (one in each half) during the service hours on working days.
- (4) No business of selling other items except Tea & Coffee as per NIT shall be permissible. In such circumstances, the Management may cancel the rate contract (work order) as per NIT.
- (5) The Tenderer has to abide by all the statutory requirements of Maharashtra Government & Government of India as relevant from time to time.
- (6) The Company shall not be liable for any loss or damages due to fire or any other reasons sustained by the labourers of the tenderer on account of any accident or injuries. The Medical facilities for contract labourers in normal course as well as in case of accident/injuries have to be provided by the tenderer at his expenses and the Company shall have no liability whatsoever on this account.
- (7) The contractor will have to maintain the premises of the place where Tea and Coffee will be prepared and ensure that the same is kept neat and clean and in hygienic condition.
- (9) The contractor shall be responsible for security of the premises in his occupation. No responsibility shall be taken by CMPDI in this regard. However, he should abide the rules and terms and conditions of CMPDI and cannot harbour any unsocial elements creating thereby any law and order problem. In the event of his doing so in the opinion of the management, the management shall be free to forfeit the Security Deposit and terminate the contract forthwith.
- (10) The tenderer shall keep open the business for supply of Tea & Coffee to the employees of CMPDI on all working days except Holidays /Sundays and shall be kept open between 9:00 am to 5:00 pm.
- (11) Interior Electrification/Decoration/Furnishing etc. of the premises will be done by the contractor at his own costs with prior consent and approval of the management.
- (12) Undue profiteering shall not be allowed.
- (13) The quality of Tea & Coffee as well as Cups & Saucers etc will be checked, and if at any time it is found to be unsatisfactory/not upto the mark/bad conditions,/failure to maintain the quality , the work order(contract) for supply of Tea & Coffee would attract forfeiture of security Deposit with termination of Contract forthwith.

- (14) If at any time the tenderer fails to supply tea and coffee for any reason what so ever , the expenses incurred on alternate arrangement will be realized from the bills of contractor.
- (15) The tenderer must read and understand all the above points very carefully before submitting the tender

**-Sd-**

**HOD (P&A)**

**CMPDI, RI – IV, NAGPUR**

**FORMAT FOR LETTER OF BID**

**TO BE SUBMITTED ON THE LETTER HEAD OF BIDDER  
(AS ENROLLED ONLINE ON e- PROCUREMENT PORTAL OF MCL)**

To,

The Tender Committee  
CMPDI,RI-IV,(HQ),NAGPUR

**Sub : Letter of Bid for THE WORK OF SUPPLY & SERVING TEA & COFFEE AT CMPDI(HQ),RI-IV,  
JARIPATKA, NAGPUR**

**Ref No. : CMPDI/RI-IV/P&A/TEA-COFFEE/2015/01 DATE: 15 .07.2015**

Tender Id No. : .....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract with the conditions of the NIT document as available in the website.

All the items and works specified in the tender document and any other equipment or work found necessary but not covered will be deemed to have been covered in the scope of supply and works of the tender without any increase in the contract price.

The details of the Bid Security / Earnest Money in accordance with the NIT / Tender Notice and Instructions to Bidders amounting to.....(in figures).....  
..... (in words) in the form as stipulated in Clause of the Instructions to Bidders has been submitted on-line / OR details has been furnished on line.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Yours faithfully,

(Signature of Bidder **OR** Authorized person of bidder **OR**  
DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory :
2. Type of Authorization :
3. Name of the Bidder :
4. Address :
5. e-Mail Address :
6. Mobile Number :
7. FAX Number :
8. Telephone Number :
9. Place :
10. Date :

**AFFIDAVIT**

(NON JUDICIAL STAMP PAPER OF ` 10/-)

I.....  
..... Partner / Legal Attorney Proprietor / Accredited Representative of  
M/s. ....Solemnly declared that :

1. I / We are submitting tender for the work

.....  
.....  
.....  
against Tender Notice No. ----- dated -----

2. None of the partners of our firm is relative of employee of CMPDI.

3 All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true.

4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.

5. If, any information or document submitted is found to be false / incorrect at any time, Employer may cancel my 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 blacklisting of our firm and all Partners of the firm etc.

Dated-----

Signature of the Tenderer

**Seal of Notary**

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

**Central Mine Planning & Design Institute Limited,**  
 RI-IV,Kasturba Nagar, Jaripatka,  
 NAGPUR 440 014 (M.S.)

**Sub. :** Authorization for release of payment due from **Central Mine Planning & Design Institute Limited**, RI-IV,Kasturba Nagar, Jaripatka,NAGPUR 440 014 (M.S.)  
 through Electronic Fund transfer / Internet Banking.  
 (SBI-NET)

**Ref. :** OrderNo. \_\_\_\_\_ Date \_\_\_\_\_ and/or Tender/Enquiry/Letter  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
**(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 \_\_\_\_\_  
 E- Mail Id \_\_\_\_\_  
 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 updating 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)

## **PROFORMA FOR EXECUTION OF AGREEMENT**

**AGREEMENT NO. \_\_\_\_\_ DT. \_\_\_\_\_**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 between the Central Mine Planning and Design Institute Limited, RI-IV,Kasturba Nagar, Jaripatka, NAGPUR 440 014 (M.S.) a Company Registered under the Indian Companies Act, 1956 having its Registered Office at Gondwana Place, Kanke Road, Ranchi (hereinafter called the Company which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the contractor) carrying on business as a (Partnership / proprietorship / Ltd. Co. etc.) firm under the name and style

\_\_\_\_\_ (hereinafter called the "said Contractor" which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

And whereas the Company invited tender for the work \_\_\_\_\_ against Tender Notice No. \_\_\_\_\_.

And whereas the said contractor / firm submitted tender for the said work and deposited a sum of Rs. \_\_\_\_\_ as Earnest Money and whereas the tender of the said contract has been accepted by the company for execution of the said works.

### **NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS :-**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page ..... to .....)
  - ii) Schedule-A General terms & conditions. Special conditions and General Technical specifications (page ..... to .....)
  - iii) Schedule-B The probable Quantities and Amount (Page ..... to .....)
  - iv) Schedule-C Negotiation letters –  
 Work order including Bill of Quantity (Page to )  
 Documents (LOB, Experience, Turnover,PAN,VAT,Service Tax, EPF Registration,Affidavit and receipt of Security Deposit ) ( Page to )
- 3) In consideration for the payment of the sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) or such other sum as may be arrived at under the clause of the specifications relating to payment by items measurements at unit prices by the Company, the said contractor shall subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Section-5 with such variations by way of alteration, addition to or reduction from the said works.

4) Rs. (Rs. ) from the amount of Rs. (Rs. ) deposited by the said contractor as Earnest Money into "Initial Security Deposit" of 1% of the awarded work value. The excess/balance amount of Earnest Money shall be adjusted in the RA Bill(s)."

5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs.....or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfillment of the contract to the satisfaction of the Company.

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

1. Partner Signature

2. Partner Signature

On behalf of  
M/s.....

.....  
The Contractor, as one of the constituted attorney,

In the presence of –

1. Name : Signature

Address :

Occupation :

Signed by Sri ..... on behalf of Signature  
(name of Company) in presence of :

1. Name : Signature

2. Address :

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

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

*(TO BE ISSUED BY ANY NATIONALISED / SCHEDULED BANK  
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)*

To

**Central Mine Planning & Design Institute Limited,**  
RI-IV, Kasturba Nagar, Jaripatka,  
NAGPUR 440 014 (M.S.)

In consideration of the **Central Mine Planning & Design Institute Limited**, RI-IV, Kasturba Nagar, Jaripatka, NAGPUR 440 014 (M.S.) having its Registered office at **Gondwana Place, Kanke Road, Ranchi – 834 031** (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 \_\_\_\_\_

## **DECLARATION FOR BANNING**

**(TO BE SUBMITTED ON THE LETTER HEAD OF BIDDER)**

(Required as per Clause 15 sl. No. 9 )

**I    HEREBY    DECLARE    THAT    THE    FIRM    Shri/M/s**

\_\_\_\_\_

\_\_\_\_\_ **(Name of**

**the firm) HAS NOT BEEN DEBARRED OR DELISTED BY ANY  
GOVT. OR QUASI GOVT. AGENCIES OR PSUs.**

**Signature of the Proprietor/  
Partner/Director/Tenderer  
with stamp of the firm**

**PRICE BID FORMAT (BOQ)**  
**PART - II**

TENDER DOCUMENT FOR THE WORK OF SUPPLY AND SERVING TEA & COFFEE AT CMPDI, RI-IV,JARPATKA,NAGPUR

Validate

Print

Help

**Item Rate BoQ**

**Tender Inviting Authority: HOD (P&A), RI-IV, CMPDI, NAGPUR**

**Name of the Work /** Supply and serving Tea and Coffee to RI-  
**Contract No:** IV(HQ.), CMPDI, JARIPATKA, NAGPUR / Tender  
no. CMPDI/RI-IV/P&A/TEA-COFFEE/2015/01

Service Tax Category (To Be Selected by Department)			Service Tax Category ( To Be Selected by Bidder)				
<b>Without CENVAT Credit</b>	<b>Other Services</b>	<b>0.6</b>	Bidder's Status	Rate of Service Tax in Percentage	Total Service Tax Impact in Rs.	Service Tax Amount to be PaidBy Bidder in Rs.	Service Tax Amount to be PaidBy CMPDI in Rs.
<b>Bidder Name :</b>			Select	0	0	0	0
<p align="center"><b>PRICE SCHEDULE</b></p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</p>							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
SL No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Supply and serving tea	106200	Nos	3.30		0.00	INR Zero Only
2	Supply and serving Coffee	35400	Nos	3.85		0.00	INR Zero Only
3	<b>TOTAL IMPACT OF SERVICE TAX</b>	1.0000	Nos		0.00	0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					