

# **TENDER DOCUMENT**

## **PART-I**

### **RI-I, CMPDI, ASANSOL**

<b>NAME OF THE WORK</b>	: SUPPLY OF 50 SETS OF 5 SEATER DESK AND BENCHES (STEEL FRAME) FOR ETHORA SHRISH CHANDRA INSTITUTION, Vill.: ETHORA, P.S. SALANPUR, Dist. BURDWAN
<b>DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENTS</b>	: 30-10-2015 (FROM 10:30 HRS. TO 15:00 HRS, (EXCLUDING SUNDAY AND HOLIDAYS)
<b>LAST DATE OF SALE OF TENDER DOCUMENTS</b>	: 12-11-2015 (UPTO 15:00 HRS.)
<b>LAST DATE AND TIME OF SUBMISSION</b>	: UPTO 15:00 HRS ON 20-11-2015
<b>DATE AND TIME OF OPENING OF PART-I</b>	: AT 15:30 HRS. ON 20-11-2015
<b>DATE AND TIME OF OPENING OF PART-II</b>	: TO BE DECIDED AFTER OPENING OF PART-I AND SHALL BE INFORMED TO THE ELIGIBLE PARTIES.
<b>PLACE OF SUBMISSION</b>	: PERSONNEL & ADMINISTRATION (P&A) DEPARTMENT

#### **DOCUMENT ISSUED TO:**

*Name of the party:*

*Address:*

*Telephone no.:*

*-sd-*

Signature of the issuing Authority  
**HOD (Pers. & Admn.)**

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*Certified that this tender Document contains 25 pages in total.\**

**-sd-**

(J. Banerjee)

**HOD (Pers. & Admn.)**



No. CMPDI/RI-I/CSR/2015-16/1198

Dated : 29-10-2015

## **NOTICE INVITING TENDER**

Sealed Item Rate Tenders are invited for eligible / experienced and bonafide suppliers / manufacturers of furniture etc. for the Supply of 50 sets of 5 Seater Desk and Benches (Steel Frame) for Ethora Shrish Chandra Institution (as per specification given below):

Sl. No.	Name of work	Estimated cost	Earnest Money*	Application Fee	Completion Period
1.	Supply of 50 sets of 5 Seater Desk and Benches (Steel Frame) for “Ethora Shrish Chandra Institution, Village: Ethora, P.S: Salanpur, Dist. Burdwan”	₹2,00,000/-	₹4000/- (2% OF THE ESTIMATED COST)	₹250/-	45 Days

\*If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firms can produce documentary evidence issued by Government Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.

**Sale of Tender: From 30-10-2015 to 12-11-2015 between 10:30 hrs to 15:00 hrs.**

**Last date and time of submission of Tender: 20-11-2015 upto 15:00 hrs.**

**Date and time of opening of PART-I of Tender : 20-11-2015 at 15:30 hrs.**

### **Issue of Tender Document :-**

Tender paper / form will be available from this office, only after verification of original credentials on any working day (excluding Sunday & Holidays) during office working hours from **30-10-2015 to 12-11-2015** on payment of requisite Application Fee(s) for each set, between 10:30 hours to 15:00 hours only, either in cash at the cash counter of CMPDI, RI-I, Asansol or in form of Bank Draft drawn in favour of “CMPDI Ltd., Regional Institute, Asansol” payable at “Asansol”. The intending bidder must submit the documentary evidence in support of their eligibility for taking up the work, along with their offer, failing which the tender will be rejected.

**The Tender Document may be seen and downloaded from the web site**

**<http://www.cmpdi.co.in> and [www.tenders.gov.in](http://www.tenders.gov.in)**

The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

The bidders, who will download the tender documents from the website of the company, will be required to pay “Application Fee” by Bank Draft for like amount at the time of submission of tenders, separately.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the bidders. No claim on this account will be entertained.

**Eligibility criteria for taking up the work :-**

1. The intending bidder must have, his / her / their name as prime contractor(s) experience of having successfully completed similar work during last 7(seven) years ending 31-03-2015 (i.e. eligibility period), following credentials (at least):

Three similar completed works each costing not less than 40% of the estimated amount i.e. ₹80,000/-

Or

Two similar completed works each costing not less than 50% of the estimated amount i.e. ₹1,00,000/-

Or

One similar completed works costing not less than 80% of the estimated amount i.e. ₹1,60,000/-

2. Average annual financial turnover of similar works during the last 3 (three) years, ending 31-3-2015 (i.e. during 2012-13, 2013-14 and 2014-15) should be at least 30% of the estimated amount i.e. ₹60,000/-

In addition to this the intending bidder must submit the following :-

- a) Copy of PAN {Permanent (I. Tax) Account Number}
- b) Copy of registration with appropriate Sales Tax Authorities (In relation with work contract Tax / VAT number).
- c) Valid Trade License, as may be applicable.

Copies of all the certificates to be submitted along with the tender shall be duly authenticated by the bidder, which will also be verified at the time of issue of tender document, taken from this office.

## **Submission of Tender:-**

Sealed Tender should be submitted in the prescribed form on or before 15:00 hours on **20-11-2015** in Tender Box in Personnel and Administration (P&A) Department, CMPDI, RI-I, Asansol. Any bid received after the time will not be accepted.

Full name and address of the bidder shall be written on the bottom left corner of the sealed cover. The tender document shall become the property of the Company and shall not be returned to the bidder.

**The tender should be submitted in two parts in two Envelope system** with the first envelope containing credentials (duly authenticated by the bidder) in support of qualification in accordance with Eligibility criteria along with the Earnest Money Receipt / DD (in a separate envelope then put inside first envelope) **i.e. Part I** of the tender document. The second envelope shall contain duly filled in BOQ / Price Bid (**Part – II**). **Super scribe envelopes as EMD cover, Part – I and Part II (Price bid)**. Then, both the PART – 1 and PART – II shall be put inside a third overall envelope and sealed & secured and submitted.

**Attention : For the parties who will be downloading the Tender Document from web site -** The Bank Draft towards the Application Fee(s) and the undertaking of the bidder shall be submitted in a separate envelope marked “Application fee and the Undertaking” and not with Part-I/EMD, so that this envelope can be opened first (before PART-I). This shall be put **inside the third overall envelope** stated above.

**Validity of the offer shall be four months from opening of Price Bid / Revised Price Bid (if any).**

The Earnest Money may be deposited in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favour of “CMPDI Ltd, Regional Institute, Asansol” from SBI or any Nationalized Bank payable at “Asansol”. The date and time of opening of Price bid or Part-II of the tender shall be communicated in due course of time after consideration of (First Envelope) Part I.

No tender shall be considered unless accompanied by the said Earnest Money. However, if any State / Central Govt. Organisation / PSU & valid DGS&D / NSIC registered (for the tendered items) firms can produce documentary evidence issued by Government Authorities for according exemption towards submission of EMD / SD, they may be considered for exemption from submission of EMD / Security Deposit.

The Earnest Money will be retained in case of successful bidder and refunded to the unsuccessful bidder(s) in due course and it will not carry any interest. The EMD of the successful bidder will be dealt with as provided elsewhere in the tender document.

**The bidder should quote Rate per Set and amount thereof w.r.t. the BOQ / given item. The same shall be written both in figures and in words. In the event of any discrepancy, the description in word will prevail.** The rate for the work should be inclusive of all incidentals, overheads, taxes, octroi, duties, leads, lifts, carriage, etc. as required for manufacturing and supply of the materials.

The tenders shall be considered (L<sub>1</sub>, L<sub>2</sub> etc.) on the basis of quoted rate / amount for the item.  
**The bidder shall closely study the scope of work in the tender document and all the specifications in details, which governs the rates for which he / she / they is / are tendering.**

All the parties are requested to be present on the scheduled date and time of opening. However their absence will not stop opening.

The tender committee reserves the right to accept / reject any tender fully or partly without assigning any reason whatsoever and its decision will be final as well as binding.

**-sd-**

(J. Banerjee)

**HOD (Pers. & Admn.)**

**Distribution:**

1. Regional Director, CMPDI RI-I, Asansol – for kind information.
2. GM (Welfare / CSR), ECL, Sanctoria – with a request to kindly arrange for its display.
3. Executive Engineer (PWD), Bijay Pal Sarani, Asansol – 713304 – do-
4. Chairman, CSR Committee, CMPDI RI-I, Asansol.
5. HOD (Finance), CMPDI RI-I, Asansol.
6. HOD (P&A), CMPDI (HQ) / RI-II / III/ IV / V / VI / VII.
7. Cash Section, CMPDI RI-I, Asansol.
8. Notice Board, CMPDI RI-I, Asansol.

**-sd-**

(J. Banerjee)

**HOD (Pers. & Admn.)**



**cmpdi**  
*A Mini-Ratna Company*

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इंडिया लिमिटेड की अनुबंधी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-1, G.T. Road West, Asansol-713304

**CORPORATE IDENTITY NO. U14292JH1975G01001223**

**UNDERTAKING BY TENDERER(S)**

*(for all the tenderers)*

I, ..... , proprietor / partner / accredited representative of M/s.....  
....., solemnly declare that :

1. We are submitting Tender for the work, "Supply of 50 sets of 5 Seater Desks and Benches (Steel frame) for Ethora Shrish Chandra Institution, Vill. Ethora, P.S: Salanpur, Dist.: Burdwan" against Tender Notice number CMPDI/RI-I/CSR/2015-16/**1198** dated 29-10-2015.
2. I / We-partners of the firm am / are not related to any employee of CIL and its Subsidiaries.
3. All information furnished by me / us in respect of fulfillment of eligibility criteria & qualification information of this tender is complete, true and correct.
4. All documents/credentials submitted through this tender are genuine, authentic, true and valid.
5. I / We have not been banned / de-listed by any Govt. / PSU Organization.
6. If any information and document submitted is found to be false/incorrect anytime, department may cancel my tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including EMD & banning/ de-listing of my/our firm.

.....  
**Signature of Tenderer**

.....  
**Name of Tenderer (IN BLOCK CAPITAL)**

**Position in the company /firm**  
**(Proprietor / partner/ legal representative etc.):** .....

**Date:** .....

**Place:**.....

**Official Seal (Stamp):**



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कॉल इंडिया लिमिटेड की अनुबंधी कंपनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-1, G.T. Road West, Asansol-713304

**CORPORATE IDENTITY NO. U14292JH1975G01001223**

**UNDERTAKING BY TENDERER(S)**

(\*only for those who has (have) downloaded through website)

I / We, ..... proprietor/ partner/Legal Attorney/Accredited  
representative of M/s ....., solemnly declare that :

1. I/We accept the Tender document as (I/We have) downloaded the same from the website <http://www.cmpdi.co.in> or [www.tenders.gov.in](http://www.tenders.gov.in).

And

2. I / We understand and fully accept that the Tender Document thus obtained by me/us will be rejected if found incomplete and/or if any tempering and/or discrepancy is found therein in comparison to the Master copy or Office copy of the said Tender Document.
3. I / We further assure and accept that I/We shall accept the office Copy version of the Tender Document and shall not raise any objection in any form or shall not make any hindrance to the tendering process in case of such rejection.

.....  
**Signature of Tenderer**

.....  
**Name of Tenderer (IN BLOCK CAPITAL)**

**Position in the company /firm**

**(Proprietor / partner/ legal representative etc.): .....**

**Date:** .....

**Place:**.....

**Official Seal (Stamp):**

## **GENERAL TERMS AND CONDITIONS**

Apart from the Tender stipulations, Terms and conditions, Requirement of credentials, Eligibility criteria etc. as laid down in the Notice inviting Tender, the following General Terms and Conditions shall be applicable and binding on Tenderers and successful Tenderer/Contractor.

### **1. Definition –**

- (i) The word “Employer” or “Company” wherever occurs in the condition, means the Regional Institute –1, Central Mine Planning & Design Institute, Asansol, A Subsidiary of Coal India Limited represented by the Chairman-cum-Managing Director, headquarters of the CMPDIL, Gondwana Place, Kanke Road, Ranchi – 834031 or his authorized representative or any other officer specially deputed for this purpose.
- (ii) “Principal Employer” means the Coal India Limited or any of its subsidiaries or the officer nominated by the company to function on its behalf. Read I (i) above.
- (iii) The word “Contractor / Contractors” wherever occurs means the successful Tenderer / Tenderers who has/have been given written intimation about the acceptance of the 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 individuals, firm or Company, as the case may be.
- (iv) “Accepting Authority” shall mean the management of the company and includes an authorized representative of the company or any other person or body of the persons empowered in this behalf by the company.
- (v) “CSR Committee shall mean the Committee constituted for the purpose, which will be responsible for supervising and administering the contract, certifying the payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events.
- (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, freezed Terms and Conditions / Technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amount.
- (vii) A “Day” means a day of 24 hours from midnight to midnight.
- (viii) The “Work” shall mean the work 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 work or any work of emergent nature, which in the opinion of the CSR Committee become necessary during the progress of the work to obviate any risk or accident or failure or become necessary for security.

(ix) "Contract amount/Award Value" shall mean:

- (a) In the case of turnkey contracts the total sum for which the tender/ quotation is accepted by the company.
- (b) In the case of other type of contract the total sum arrived at based on the rates quoted by the Tenderer for the various items shown in the "Bill of Quantities" or "Tender Form" 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 written and shall be deemed to have been duly served if delivered in persons to the individuals or to a member of the contractors 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 / her / their tender has been accepted in accordance with the provisions contained in that letter.

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

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

## **2. Contract Documents:**

The following document shall constitute the contract document:

- (i) Notice Inviting Tender/Quotation
- (ii) General Terms &Conditions
- (iii) Specifications/Schedule of Quantities (Bill of Quantities) / Schedule of Work / Scope of work. / Revised Offer if any
- (iv) Work Order

## **3. Discrepancies in Deemed Contract Document & Adjustments thereof:**

The document forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities, the specifications, the following order of preferences shall be observed.

- a. Discrepancy in bill of Quantities of work.
- b. Particular specification and special conditions if any.
- c. General specification.

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

**3.2** Any error in discrepancy, quantity or rate in the bill of quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.

**3.3** Any difference detecting in the Tender / Tenders submitted resulting form:

- (a) Discrepancy between description in word and figures, the rate, which corresponds to the word quoted 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 totaling or carry forward.

**3.4** The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the originally 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. Earnest Money and Security Deposit:**

**4.1 The Earnest Money** may be deposited in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favour of “ CMPDI Ltd, Regional Institute, Asansol” from SBI or any Nationalized Bank payable at “Asansol”. The date and time of opening of Price bid or Part-II of the tender shall be communicated in due course of time after consideration of (first Envelope) Part I.

***NOTE:** No tender shall be considered unless accompanied by the said Earnest Money. However, if any State / Central Govt. Organisation / PSU & valid DGS&D / NSIC registered (for the tendered items) firms can produce documentary evidence issued by Government Authorities for according exemption towards submission of EMD/SD, they are exempted, as applicable from submission of EMD /Security Deposit.*

The Earnest Money will be retained in case of successful bidder and refunded to the unsuccessful bidder(s) in due course and it will not carry any interest. The EMD of the successful bidder will be dealt with as provided elsewhere in the tender document.

**4.2 The Security Deposit shall consist of two parts: (i) Performance Security and (ii) Retention Money.** The Earnest Money deposited by the successful bidder shall automatically be converted to first part of Security Deposit (S/D) that is “Performance Security”, which in total shall be 5% (five percent) of the award value/contract value or the revised contract value, if any.

**Thus the balance amount of “Performance Security” to make it 5% (five percent) of the “Award Value, shall have to be deposited by the awardees (contractors) **within 15 (fifteen) days of receipt of Work Order /Acceptance Letter.** However, this balance amount may be deposited in the form of Demand Draft, Bank Guarantee in prescribed form, Govt. Securities, FDR, NSC etc. This Performance S/D shall be released within 1(one) month of completion of work (taking over certificate). **This shall not carry any interest.****

- 4.3 All bills of the contractor shall be paid at 95% (ninety five percent) of the ‘Bill’ / ‘Work’ value. This 5% (five percent) so accrued shall be retained as **2<sup>nd</sup> part of Security Deposit called “Retention Money”** and only be released **on completion of “Defect Liability Period” of one year** from the date of formal completion of the work. **This also shall not carry any interest.**
- 4.4 The Bank Guarantee towards security deposit shall be acceptable only for values above ₹ 50,000/- and the Bank Guarantee shall also be valid for a minimum period of one year or the period of contract plus the period of retention of security deposit. Bank Guarantee shall be irrevocable and from Nationalized Bank.
- 4.5 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.  
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.
- 4.6 On completion at the entire work and certified as such by the CSR Committee / Chairman CSR Committee and on passing of the final bill by the CSR Committee, the Security Deposit that is **“Retention Money” shall be refunded** to the contractor on the expiry of one year from the date of completion as certified by the CSR Committee subject to the following conditions:
  - a) Any defect / defects in the work, if detected after issue of completion certificate is / are rectified to the satisfaction of the CSR Committee within the said period of one year.

## 5. Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) Items:

- 5.1 The condition of Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) shall apply. The ceiling is +/- 20%. Rates quoted above or below this ceiling limit shall be considered as AHR or ALR respectively.
- 5.2 For abnormally Low Rate item(s), the contractor shall have to deposit with the company the difference of amount calculated between the departmental justified rate (which in case is the estimated rate) multiplied by the quantity of that particular ALR item and the ALR quoted by the contractor multiplied by the quantity of the same item. The total amount to be deposited will be the sum total of all the identified ALR Items calculated as stated above.
- 5.3 The amount so retained will be refunded on successful completion of the individual ALR Item (s) of work and shall not carry any interest.

## 6. Time of completion of contract, Extension thereof, Defaults and Penalties:

Time is the essence of the contract/work order and as such all works shall be completed within the time stipulated in the contract/work order.

**6.1** If the contractor without reasonable clause or valid reason, commits defaults in commencing the execution of the work within the 10 days time limit, the company shall without prejudice to any other right or remedy, by a liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender / Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (one) year.

**6.2** If the contractor fails to maintain the required progress in terms of the agreed time or to complete the work on or before the scheduled date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the CSR Committee (whose decision in writing shall be final and binding ) may decide on the amount of contract value of unfinished work for every completed week that the progress remains below that specified in the agreed time.

This will also apply to items or group of items for which separate period of completion has been specified: -

- (i) Completion period (as originally stipulated) not exceeding three months @ 1/2% per week
- (ii) Completion period (as originally stipulated) exceeding three months @ 1/2% per week.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value of work or of the contract value of the item or group of items of work for which a separate period of completion is originally given.

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

### **6.3**

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

Or

(b) If the progress of the work or of any portion of the work is unsatisfactory, the CSR Committee shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either Wholly or Partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the CSR Committee for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

**6.4 Extension of date of completion:** On occurrences of any events causing delay as stated, hereunder, the contractor shall intimate immediately in writing to the CSR Committee.

(a) Force Majeure: - (i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.

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

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

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

(b) Serious loss or damage by fire.

(c) The execution or modification or additional items of work or excess quantity of work.

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

**6.4.1** The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension will be communicated to the contractor in writing by the company through CSR Committee within 1month of the date of receipt of such request.

**6.4.2** The opinion of CSR Committee whether the ground shown for the extension of time is or is not reasonable is final. If the CSR Committee is of the opinion that the ground shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion by reference to arbitration.

The opinion of CSR Committee that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the Regional Director, RI-I, CMPDI for consideration on the question whether the period of extension is or is not proper or necessary.

**6.4.3** Provisional extension of time may also be granted by the CSR Committee during the course of execution, on written request of extension of time within 15 (fifteen) days of happening of such event as stated above, reserving the company's right to impose/waive penalty at the time of granting final extension of time as per contract agreement/work order.

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

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

## **7. Material supply and other facilities:**

The company does not undertake any responsibility for supply of any material and labour. All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the Contractor.

## **8. Quality Assurance – Materials and Workmanship:**

**8.1** The contractor shall carry out and complete the work in every respect in accordance with the contract/work order and shall ensure that the work conforms strictly to be specifications, instructions of the CSR Committee.

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

**8.3** The CSR Committee shall be entitled to have test carried out for any material, according to the standard practice followed for such test, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the CSR Committee may require for this purpose.

The cost of any other test, if so required by the CSR Committee shall be borne by the contractor only.

**8.4 Access to the work:** The CSR Committee and any person authorized by the company shall at all time have access to the work and to all workshop and place where the work is being prepared and from where material, manufactured articles are being obtained for the work and the contractor shall effort every facility for and every assistance in or obtaining the right of such access.

**8.5 Inspection of work:** No work shall be covered up or put out of view without the approval of the CSR Committee or Committee's representative or any other officer nominated by the Company.

**8.6 Devaluation of Work:** In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the CSR Committee or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the CSR Committee /the officer nominated by the company is satisfied with the quality of any materials, or the strength and safety of the work. And in that case shall make such deduction for the difference in value, as in Committee's opinion may be reasonable.

**8.7 Final Inspection of Work:** The CSR Committee and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. CSR committee can ask the contractor to bring the materials to RI-I CMPDI, Asansol for final inspection before they are supplied to the said school mentioned in the Tender Notice. If the work is not acceptable to the CSR Committee at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

**8.8 Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the CSR Committee, from lack of conformance with the specifications, shall, if so required by the CSR Committee in writing, be remedied by the contractor at his own cost within the time stipulated by the CSR Committee may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

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

## **9. Payments:**

**9.1.01** The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied and any other dues payable by the contractor to the company, and further subject to the contractor having given to the CSR Committee, a no claim certificate. The final payment to be made will also be subject to clause-4.5 of the General Terms & Conditions of the contract.

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

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

**9.1.03** The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of CSR Committee and if the contractor fails to rectify the defect within the time and in the manner specified by the CSR Committee, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. CSR Committee may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/structural safety of such works. In that case CSR Committee shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. Chairman CSR Committee/ RD, RI-I in this case or any other officer nominated by the management for the purpose.

**9.2** Taxes as applicable shall be deducted from each bill. Sales tax on works contract/VAT shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

## **10. Termination, Cancellation, Suspension and Foreclosure of Contract:**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, 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 CSR Committee, 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 CSR Committee, then on the expiry of the period as may be specified by the CSR Committee in a notice in writing.

**Or**

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

**Or**

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

**Or**

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

**Or**

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

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

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to be legal representative or to the partnership concern.

**10.2** On cancellation of the contract or on termination of the contract, the CSR Committee shall have powers:

- a) To take possession of the materials, constructional plant, equipments, 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, equipments, etc. taken possession of after cancellation.
- d) To recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be 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 clause 10.1 (d) of the contract.

e) To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The CSR Committee shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by CSR Committee as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

#### **10.3 Suspension of Work:**

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

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

The contractor shall carry out the instructions given in this respect by the CSR Committee & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

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

#### **10.5 Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its CSR Committee, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable: -

a) To pay reasonable amount assessed and certified by the CSR Committee 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 water supply for the work including supply to labour/staff quarters, office etc.

b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

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 in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the CSR Committee.

## **11. Completion Certificate**

Except in cases where the contract provides for “Performance Test” before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the CSR Committee. The Chairman CSR Committee and or any other Officer, nominated for the purpose by the company, shall within 10 (Ten) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the CSR Committee are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects / remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by the CSR Committee after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of CSR Committee.

## **12. Additional Responsibilities of the Contractor (s):**

i) All taxes, whether Local, Municipal, Provincial or Central etc. and cess royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them.

However, in the event of any changes in the Sales Tax on Works Contract as required by the Statutory Authority during the contract period necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

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

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

iv) The work shall not be sublet to any other party, unless approved by CSR Committee, in writing. .

- v) 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 of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- vi) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

**vii) Insurance:-**

- (a) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- (b) The contractor shall ensure that the insurance policy/policies is/are kept alive till full expiry of the deemed contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- (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 to the contractor.

**(Note:- This clause is applicable for risky jobs like out side work for building having height more than one story.)**

**13. Defects Liability Period:**

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

- a) Any defect/defects in the work detected by the CSR Committee **within a period of one year from the date of issue of completion certificate.**

#### **14. Settlement of Disputes/ Arbitration:**

**14.1** 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 CSR Committee 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.

**14.2** 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.

**-sd-**

(J. Banerjee)

**HOD (Pers. & Admn.)**

# **TENDER DOCUMENT**

## **PART-II (Price Bid)**

### **RI-I, CMPDI, ASANSOL**

<b>NAME OF THE WORK</b>	: SUPPLY OF 50 SETS OF 5 SEATER DESK AND BENCHES (STEEL FRAME) FOR ETHORA SHRISH CHANDRA INSTITUTION, Vill.: ETHORA, P.S. SALANPUR, Dist. BURDWAN
<b>DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENTS</b>	: 30-10-2015 (FROM 10:30 HRS. TO 15:00 HRS) (EXCLUDING SUNDAY AND HOLIDAYS)
<b>LAST DATE OF SALE OF TENDER DOCUMENTS</b>	: 12-11-2015 (UPTO 15:00 HRS.)
<b>LAST DATE &amp; TIME OF SUBMISSION</b>	: UPTO 15:00 HRS ON 20-11-2015
<b>DATE AND TIME OF OPENING OF PART-II</b>	: TO BE DECIDED AFTER OPENING OF PART-I ON 20-11-2015 AND SHALL BE INFORMED TO THE ELIGIBLE PARTIES.
<b>PLACE OF SUBMISSION</b>	: PERSONNEL & ADMINISTRATION (P&A) DEPARTMENT

#### **DOCUMENT ISSUED TO:**

*Name of the party:*

*Address:*

*Telephone no.:*

*-sd-*

Signature of the issuing Authority  
**HOD (Pers. & Admn.)**



**PART-II (PRICE BID)**  
**Tender Form**

I / We have gone through the tender document, terms and conditions and specifications for the work “Supply of 50 sets of 5 Seater Desk and Benches (Steel Frame) for Ethora Shirish Chandra Institution, Village : Ethora, P.S: Salanpur, PIN: 713359, Burdwan” as mentioned in the Tender Notice of RI-I. I / We agree to all the terms and conditions and technical specifications. Accordingly, my / our quoted rates/set & respective amounts, for the works are noted below:

SL No	Description of Items	Quantity	Rate/Sets (₹)	Amount (₹) (Set x Rate)
a)	<p><b>5 Seater Desk and Benches (Steel Frame):</b></p> <p><b>Specifications of Desks –</b></p> <p><u>Height</u>: Front Side-760mm, Back Side-730mm (sloped/ inclined towards back), <u>Length</u>-1800mm, <u>Finished top width</u>-300mm, <u>Top side angles on all four sides</u>-30mm x30mm x3mm, <u>legs (paya)</u>-30mm x30mm x3mm(angles). <u>Clear distance between legs</u>-180mm. The legs shall be tied or connected in shorter directions at about 380mm <u>height from the bottom end</u> that is along the width of the bench with 20mm x2.80mm strip.</p>	50 Sets		
b)	<p><b>Specifications of Benches –</b></p> <p><u>Height</u>- 470mm, <u>Length</u>- 1800mm, <u>Finished top width</u>- 260mm, <u>Top side angles on all four sides</u>- 30mm x30mm x3mm, <u>Legs (paya)</u>- 30mm x30mm x3mm (angles). <u>Clear distance between legs</u>- 140mm. The legs shall be tied in shorter direction at 230mm <u>from the bottom end</u> along the width of the bench with 20mm x2.80mm strip. An additional pair of similar connected legs are to be provided at mid-length (lengthwise).</p>			
c)	All the legs of Desks and Benches will be tied at the bottom by 30mm x30mm x3mm, along the width.			

SL No	Description of Items	Quantity	Rate/Sets (₹)	Amount (₹) (Set x Rate)
	<p>Frames of all the above Desk and Benches will be made of <b><i>Mild Steel</i></b> 30mm x30mm x3mm <i>angle section</i> &amp; the top will be covered by <u>commercial</u> ply, 20mm thick, with side lipping, one coat of primer and painting and writing – “Donated by CMPDI, RI-I, Asansol under CSR and SD activities 2015-16.” on each bench.</p> <p>Also, such Desk and Benches are to be supplied to Ethora Sirish Chandra Institution as mentioned in the Tender Notice.</p> <p><b>NOTE: Sketches enclosed. In case of any differences between the written text and the Sketch, the specification given in the sketch shall prevail.</b></p>			
	Total	50sets		

Grand Total = ₹ .....  
(in words) .....

.....  
*Signature of Proprietor/Authorized Person*

.....  
*(Name of the signatory in Block Capitals)*

*Date:*

*Address:*

**(OFFICIAL SEAL)**

*Telephone No. (if any)*