

TENDER DOCUMENT
FOR
ANNUAL RATE CONTRACT FOR ELECTRICAL
MAINTENANCE OF OFFICE & COLONY COMPLEX
OF
CMPDI, RI-1, ASANSOL
PART – I
(TECHNICAL / COMMERCIAL BID)



JANUARY 2016
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
(An ISO 9001:2008 Company)
REGIONAL INSTITUTE – 1, G T ROAD (W),
ASANSOL – 713304

SIGNATURE OF THE TENDERER WITH SEAL

	<p>सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड रिजनल इन्स्टीच्यूट-1, जी. टी. रोड(वेस्ट), आसनसोल-713304 CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED Regional Institute – 1, G. t. Road (w), Asansol – 713304 Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R), EPABX : (0341) 225 2086/3016/2001/2654, Fax –(0341) 225 0935 Email: ri1@cmpdi.co.in</p>	
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Ref.: CMPDI/RI-1/E&M/2016/1575

Date: 07-jan-2016

NOTICE INVITING TENDER

Sub. : ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY COMPLEX OF CMPDI, RI-1, ASANSOL.

Sealed Tenders are invited in **TWO BID** Systems from Bonafide, reputed, resourceful eligible Licensed Electrical Contractors having experience and capabilities in executing similar nature of work in any Government Department, Government undertaking, Semi Government Organization, Local Bodies, (Working electrical Contractors) for Annual Rate Contract for electrical maintenance of Office and Colony Complex of CMPDI, RI-1, Asansol.

Every tenderer shall, if required produce evidence of his experience and substantiality.

- a) Tender Fee in INR : **Rs.200.00** (Rupees two hundred only)
(Non-refundable / Non transferable)
- b) Estimated Cost : **Rs.343355.00** (Rupees three lakhs forty three thousand three hundred fifty five only)
- c) Earnest Money : **Rs.3433.00** (Rupees three thousand four hundred thirty three only)
- d) Date of Commencement of sale of Tender Documents : 07-Jan-2016 (from 10.30AM to 12.00 Noon)
- e) Last date of sale of Tender Documents : 18-Jan-2016 up to 12.00 Noon
- f) Last date & time for submission of offers : 19-Jan-2016 up to 01:00 PM.
- g) Due date & time of opening of PART-I of Offers (Technical / Commercial Bid) : 19-Jan-2016 at 03.30 PM.
- h) Place of Opening of PART – I of offers : **At MINI CONFERENCE HALL, CMPDI, RI-1, ASANSOL.**
- i) Due date & time of opening of PART – II (Price Bid) : Will be communicated to the techno-commercially acceptable bidders separately.
- j) Validity Period : Six months from the date of acceptance of offer
- k) Type of Tender : **Two Bid**

SIGNATURE OF THE TENDERER WITH SEAL

NOTE:

1. **IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.**
2. **THE BIDDERS WHO FAIL TO SUBMIT THE REQUIRED TENDER FEE AND EMD, THEIR TECHNO-COMMERCIAL BIDS WILL NOT BE CONSIDERED FOR OPENING.**
3. **BIDDER OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.**

Tender document can be obtained on request in writing from the office of **SR. MGR. (E&M)**, CMPDI, RI-1, Asansol during **10.30 AM to 12.00 Noon** on all working days from 07-Jan-16 to 18-Jan-16 on payment of cost of tender document (**non-refundable / non-transferable**) either by crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India" or in the form of money receipt issued by the Cash Section, CMPDI, RI-1, Asansol in support of deposition of requisite money with him.

Tender documents can also be downloaded from CMPDI'S website www.cmpdi.co.in & Government website www.tender.gov.in during the period from 07-Jan-16 to 18-Jan-16. In case of tender document obtained by downloading from Website, cost of tender document shall have to be deposited by the bidder in the form of "**Demand Draft**" drawn in favour of "**CMPDI Ltd., Regional Institute, Asansol**" on any Nationalised / Scheduled Bank payable at Asansol preferably on "**State Bank of India**". Bidders shall be solely responsible for the correctness of the downloaded tender documents.

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

Sealed offer is to be dropped within due date & time in the nominated '**TENDER BOX**' kept in the office of the **SR.MGR. (E&M)**, CMPDI, RI-1, Asansol

SR. MGR. (E&M)**DISTRIBUTION:-**

1. R.D., RI-1, Asansol.
2. Committee Member, RI-1, Asansol.
3. CM (Fin), RI-1, Asansol.
4. OIC (P&A), CMPDI, RI-1, Asansol, with a request to display in the NOTICE BOARD
5. CGM (E&M), ECL, Sanctoria with a request to display in the NOTICE BOARD.
6. Executive Engineer, PWD, Court Road, Asansol with a request to display in the NOTICE BOARD.
7. Manager, UBI, Apcar Garden, Asansol with a request to display in the NOTICE BOARD.
8. Asst. General Manager, SBI, Asansol with a request to display in the NOTICE BOARD.
9. Executive Engineer, PHE, Chelidanga, Asansol with a request to display in the NOTICE BOARD.
10. Office Copy
11. Guard File

TENDERERS THOSE WHO HAVE DOWNLOADED THIS TENDER DOCUMENT FROM CMPDI / GOVT. WEBSITE

This is to certify that I/we have downloaded this tender document from CMPDIL/Govt. Website and I/we are submitting without tampering at any page. Further, I/we understood that in the event of such tampering is detected at any stage or any time CMPDIL have got right to reject/terminate my/our offer/work, forfeit the EMD/Security deposit submitted by us and my/our firm can be blacklisted.

(Signature of Tenderer with seal and date)

TENDER DOCUMENT

1. GENERAL

Sealed Tenders in **TWO BID** Systems are invited from the Office of **Sr. Mgr. (E&M)**, CMPDI, Regional Institute – I, G. T. Road (West), Asansol – 713304 (W.B.) for Annual Rate Contract for electrical maintenance of Office and Colony Complex of CMPDI, RI-I, Asansol.

2. ELIGIBILITY OF TENDERER

- i. The tenderer shall be a valid licensed electrical contractor recognized by Govt. of WB / Other State Govt.
- ii. The tenderer shall be a valid trade licensed.
- iii. The contractor has to provide a valid electrical supervisors certificate of competency and valid Electrical Workman's Permit issued by Licensing Board (Electrical) as per Indian Electricity Rules, 1956 (amended up to date) to enforce proper and safe maintenance.
- iv. The contractor has to provide one electrician with valid certificate for working on electrical installations (Domestic and Industrial) as and when required.
- v. The contractor has to provide one helper with sufficient knowledge for working on electrical installations (Domestic and Industrial) as and when required.
- vi. CMPF/EPF Registration Certificate of the Contractor. However if the Contractor is not registered under CMPF, he should submit an affidavit declaring that :
 - a) He shall apply for registration under CMPF/EPF within 7 days from issuance of Work Order. For this he will fill up the Application proforma (**ANNEXURE – A** of this NIT) & submit the same to HOD (E&M).
 - b) All of his/her (their) workers who have been engaged by him/her (them) shall be registered for a period of 30 (thirty) days or more, under Coal Mines Provident Fund (CMPF)/Employees Provident Fund (EPF) Scheme positively – by taking initiative from his/her (their) end.
- vii. Service tax reg. No. with a copy of certificate (if not registered reasons to be stated on notarized affidavit)
- viii. The intending tenderers must be having experience of successfully completing similar works during last **7 years** ending on **31.12.2015** in which bid applications are invited. Eligibility criteria should be either of the following.
 - a) 3 similar completed works each consisting not less than Rs. 137342.00 (40% of estimated cost).

OR

- b) 2 similar completed works each consisting not less than Rs. 171677.00 (50% of estimated cost)

OR

- c) 1 similar completed works each consisting not less than Rs. 274684.00 (80% of estimated cost)
- ix. The intending Tenderer must have experience of similar nature of work for maintenance of electrical installation.

3. INSTRUCTION TO THE TENDERER

3.1 PREPARATION OF OFFER:

- i) Before submission of **Offer**, the contractor / contractors are requested to make themselves fully conversant with the **SCOPE OF WORK**, site conditions and other details so that no ambiguity arises at a later date.
- ii) The **Offer** shall be prepared strictly in accordance with the instructions, **SCOPE OF WORK**, and other details given in this document. The tender shall be complete in all respect.
- iii) Tender cannot be accessed on-line after the **DUE DATE** and **TIME** of submission stipulated above.
- iv) **Offer** shall be submitted in ***two parts in separate sealed envelopes***.
- v) Each bidder shall submit one bid only.
- vi) No **Offer** shall be considered unless accompanied by the EMD in the form of crossed demand draft or Money Receipt as mentioned in TENDER DOCUMENT.
- vii) The **Offer** submitted by the Bidder will become the property of the company.
- viii) An intending Tenderer, after obtaining tender document on payment of tender fee having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of tender document by formal addendum if issued by the official inviting tender shall be final, valid and binding on the Company and the Tenderer.
- ix) Every Tenderer is expected before quoting his rate, to go through requirements of materials / workmanship under specification / requirements and conditions of Contract and inspect the site area of the proposed work.
- x) Offer submitted by post or courier shall not be entertained.
- xi) Offer submitted after due date & time of submission shall not be accepted.

3.2 AWARD OF CONTRACT :

The Competent Authority does not pledge to accept the lowest or any other offer (bidders qualified in PART-I) and reserves the right to accept / reject any offer fully or partly or split up the work without assigning any reason whatsoever and his decision will be final as well as binding.

No **Offer** shall be deemed to have been accepted unless such acceptance is notified in writing to the contractor by the Competent Authority.

3.3 CONTRACT AND AGREEMENT

The Contractor / Contactors are requested to adhere to all clauses of the tender document to facilitate finalization of the contract. In case, they are unable to do so they should state any particular clause or condition, which may not be acceptable to them and should suggest alternative for consideration.

The successful Contractor shall execute an agreement / Contract with the employer. The agreement / contract shall contain terms and conditions (not limited to what has been mentioned here) and specifications mutually agreed between the Employer & the Contractor. Such signing of agreement / contract shall be considered as undertaking on the part of the contractor to execute the work in accordance with the terms and conditions and specifications of the said agreement/contract.

3.4 TAXES AND DUTIES

Price quoted should be inclusive of all Taxes and Duties.

3.5 DURATION

The duration of agreement / contract shall be for a period of **one year** from the date of agreement / contract.

3.6 EXCLUSIONS / DEVIATIONS

All exclusions/deviations, if any, should be brought out in the enclosed deviation sheet.

3.7 COMPLIANCE WITH TENDER DOCUMENT

Contractor / Contractors who do not comply fully with these instructions or any other conditions of this document which may be applicable will render themselves liable to be disqualified without notice.

3.8 VALIDITY PERIOD

The Contractor / Contractors should clearly indicate the validity period of their offer.

3.9 ELIGIBILITY

No electrical installation work shall be carried out except by a licensed electrical contractor approved by the competent authority of the State Government and under the direct supervision of a person holding an Electrical Supervisors Certificate of Competency issued or approved / recognized by the State Govt. This is to comply with I.E. Rule 45.

4 MODE & METHOD OF SUBMISSION OF TENDER

4.1 The bidders must submit their offer i.e. **PART – I** and **PART – II** with in the scheduled time and date.

i) PART – I

Contain all Techno-Commercial terms & Conditions except **PRICE**.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION - A:

- a) Consisting of technical offer.

SECTION - B:

- a) Commercial Terms & Conditions.
- b) Earnest Money should be deposited in a separate envelope super scribng '**EARNEST MONEY DEPOSIT' (EMD)** and not inside the envelope containing **PART-I & II** of the bid.
- c) **EMD** should be either in the form of Bank Draft or deposit of cash. Bank Draft should be drawn in favour of CMPDI LTD., Regional Institute, Asansol on any scheduled bank payable at Asansol preferably on "State Bank of India"/ for cash deposit towards Earnest Money, cash will be accepted by Cash Office on all working days from **10.30 AM to 12.30 PM** from **07-Jan-2016** to **18-Jan-2016** for which Money Receipt will be issued.
- d) In case Earnest Money is not submitted, the offer shall be **out-rightly rejected** without any reference on this subject. EMD shall be refunded to the unsuccessful bidder on request and on production of original money receipt immediately after finalization and award of the tender.
- e) For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of **1 (one) year** Warranty Period. The deposits like Earnest Money will not carry any interest during its period of retention.

THE DEPOSITS LIKE EARNEST MONEY MAY BE FORFEITED:-

- i) If any bidder withdraws their offer after tender opening during the period of tender validity.
- ii) If the bidder fails to execute the order job after acceptance of order within the specified time limit or does not fulfill any of the terms & conditions.
- f) CMPDI is not responsible for non-receipt/delayed receipt of tender documents.
- g) The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.
- h) For the bidders who downloads the tender documents, Bank Draft towards the cost of tender documents as above shall be submitted in a separate envelope marked "**COST OF TENDER DOCUMENTS**" and not with **PART - I / EMD**.

ii) **PART- II**

- a) The second part of the tender shall consist of details of **PRICES ONLY**. The price bids of only those bidders whose offer in **PART-I** is found to be techno-commercially acceptable will be opened.

ENVELOPE NO.1 (PART-I, Section-A&B) containing techno-commercial bid and the **ENVELOPE NO.2** (PART-II) containing price bid, **ENVELOPE NO.3** (EMD) and **ENVELOPE NO.4** (cost of Tender Document in case of bidders using down loaded Tender Document) should be properly sealed and put inside a bigger envelope. All the three envelopes (four envelopes in case of bidders using down loaded Tender Document) should bear the Tender no., Date & Time of Opening and should also indicate the heading

i.e. **PART-I, TECHNO-COMMERCIAL BID, EMD RECEIPT,TENDER FEE** (for those downloaded the Document) and **PART – II, PRICE BID**. All the envelopes should be properly sealed and super-scribed with **“ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY COMPLEX OF CMPDI, RI-1, ASANSOL**.the Tender No., Date & Time of Opening and should be inserted in a bigger envelope, giving details of the Tender No. and the Date and Time of Opening of the tender and dropped in the nominated ‘TENDER BOX’ kept in the office of the **Sr. Mngr.(E&M), CMPDI, RI-1, Asansol**.
IF BIDDER DISCLOSE ITS PRICE IN THE TECHNO-COMMERCIAL BID (PART - I), THE OFFER WILL BE RESEALED AND WILL BE TREATED AS INVALID OFFER BY THE TENDER OPENING COMMITTEE.

4.2 A.Part-I : (TECHNICAL / COMMERCIAL BID)

The offer will contain following details / documents:

Name and description of Work	Location	Estimated Cost	Period of *AMC
ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY COMPLEX OF CMPDI, RI-1, ASANSOL.	CMPDI, RI-1 Asansol	343355.00	01 (one) Year

*AMC : Annual Maintenance Contract

- i) Complete set of tender documents as sold / downloaded, duly filled in, signed and stamped on all pages and at different places as required on the tender document of the tender as applicable.
- ii) Copy of Valid Electrical contractor’s license, Latest Sales Tax Clearance Certificate, Electrical Supervisor’s Certificate of competency, VAT Registration Certificate. All the above certificates shall be duly signed and stamped by the contractor.
- iii) Copy of valid workman’s permit for electrician duly signed and stamped by the contractor.
- iv) Copies of documents in support of experience for similar nature of work as per TENDER DOCUMENT duly signed and stamped by the contractor.
- v) Copy of PAN card issued by Income Tax Department duly signed and stamped by the contractor.
- vi) **Crossed Demand Draft for Rs.3433.00 (Rupees three thousand four hundred thirty three only) / or money receipt of Rs.3433.00 (if deposited in Cash) as EARNEST MONEY as mentioned in TENDER DOCUMENT.**
- vii) Name of the Work, Enquiry No. & Date, Full Name & Address of the Tenderer shall be clearly indicated on the envelope and addressed to **Sr. Mgr. (E&M), CMPDI, RI-1, Asansol**.

In case of correction or overwriting in offers it should be authenticated by the signature of the person signing the offer. Otherwise, the offer shall be liable to be rejected.

The company reserves the right to postpone the date of receipt and opening of offers or cancel the offer without assigning any reason whatsoever.

The offer evaluation criteria shall be based on overall lowest rates quoted.

5 SCOPE OF WORK:

The job covers Annual Rate Contract by licensed electrical contractors having persons holding valid Electrical Supervisor's Certificate of Competency and valid Electrical Workman's Permit issued by Licensing Board (Electrical) as per Indian Electricity Rules, 1956 (amended up to date) to enforce proper and safe electrical maintenance and supervision of overall electrical accessories of Office and Colony Complex of CMPDI, RI-I, Asansol.

The electrical Contractor engaged would be responsible for the daily supervision and maintenance works of CMPDI, RI-I, as noted below.

- i) He will be responsible for proper and safe electrical maintenance of all power supply installations, power distribution lines, lights and fans, pumps (electrical portion only) etc. Installed in the sub-station, office buildings, residential quarters, community center, club building, pump house, etc. and keep them in proper working conditions. He may have to carry out Electrical Work for efficient energy management if situation so demands as per the directive of the Management.
- ii) The shifting, overhauling, reinstallations/replacement of **old wiring up to 15 mtrs.**, joint boxes, **main switch (up to 100 Amps)**, all types of street lights and indoor light fittings, fans, etc. and **fixing of new wiring (up to 5 mtr.)** will be carried out by the first party as and when required without any additional charge. The material required for the above mentioned job in this clause will be supplied by the second party.
- iii) The regular and periodic checking of lights, fans, transformers, switch-gears, switch-fuse units distribution pillars, starters etc. shall be undertaken by the first party to give trouble free service.
- iv) The job of new/old installation work of major nature (**e.g. cable laying, detection of cable fault and its jointing, detection of fault in HT equipment and restoring power supply, etc.) will not be covered under this agreement.**
- v) Cleaning of substation after every fortnight shall be undertaken by the first party. Tools and tackles like blower etc. & workers for cleaning purpose will be supplied by the first party.

6. GENERAL TERMS AND CONDITIONS:

- i) The Contract Period shall be valid for One Year w. e. f. date of signing of agreement of the contract after issue of Work Order.
- ii) The Contractor shall submit his offer for the amount required per month for electrical maintenance and up keeping of installations in CMPDI, RI-I Office & Residential Colony. This rate contract will be valid for full contract period.
- iii) The Contractor have to ensure that his maintenance personnel are made available as and when required on all day at the shortest possible notice throughout the contract period.

In case of emergency, as and when required sufficient number of personnel may have to be engaged till the fault is rectified **for which no extra payment shall be made.**

- iv) The validity period of the Tender shall be 4 (four) months from the date of opening of the Price Bid or Revised Price Bid if any.
- v) The maintenance personnel shall report to **Engineer-in-charge** at CMPDI Colony Complex/Office every morning. The Contractor or his authorized representative shall take instruction from the Engineer in charge everyday at 8 A.M. The maintenance work will have to be carried out as per the instruction of the Engineer in charge. The Contractor shall also be available over phone and/or on call round the clock to attend any Electrical complain. Failure to attend the repair job within the stipulated time period (as given by the Engineer in charge) will attract penalty at double of the normal rate per day.
- vi) The Electrical Supervisor having valid Electrical Supervisor's Certificate of Competency shall be responsible for overall supervision of Electrical Installations as per Rules.
- vii) Person/persons thus deployed by the successful contractor, who are having valid Electrical Supervisor's Certificate of Competency / Workman's permit, are to attend the duties on all days irrespective of Sundays and holidays. In case no workman of the contractor attends duties on any day, the proportionate deduction will be made from monthly payment.
- viii) A list of workmen having professional certificate proposed to be engaged has to be furnished.
- ix) The worker/workers of the contractor/contractors shall not be provided with any transport/transportation cost for carrying out the job.
- x) The worker/workers of the contractor will not be provided with any accommodation in CMPDI for carrying out this job nor will CMPDI remain liable by whatever means to arrange any accommodation for his or his workers at any circumstances.
- xi) Payment shall be made on monthly basis after successful maintenance of the installations duly certified by the Concerned Authority and on submission of pre-receipted bill in triplicate.
- xii) The monthly payment shall be made proportionate on the basis of actual work discharged as per contract and on certification of the Concerned Authority.
- xiii) **PAYING AUTHORITY:**
HOD (F) or his Authorised representative. THE PAYMENT SHALL BE MADE BY A/C PAYEE CHEQUE ONLY.
- xiv) Payment to the worker/workers of the contractor shall remain liable to be verified by the employer or its representative under the existing rules of the state in vogue.
- xv) Necessary documents related to payment of provident fund and the wages paid to the workmen employed by you, is required to be submitted along with the pre-receipted bill.

- xvi) The contractor has to arrange for necessary safety equipments, tools, tackles, measuring instruments etc. for up keeping and maintenance work.
- xvii) All types of repairing and replacement works is under the scope of this contract. However the spares and consumable items required for repair/replacement work will be supplied departmentally.
- xviii) The Contractor shall also be responsible for carrying out any instructions issued by electrical inspector/statutory body in respect of installations under his supervision.
- xix) The Contractor is to ensure all safety aspects of electrical installations/personnel working in the Tender Document.

xx) EARNEST MONEY DEPOSIT :

- i) EMD should be either in the form of Bank Draft or Money Receipt. Bank Draft should be drawn in favour of CMPDI LTD., Regional Institute, Asansol on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India"/ for money receipt the Cash towards Earnest Money will be accepted by Cash Office from **10.30 AM to 12.00 Noon from 9-Dec-15 to 15-Dec-15** for which Money Receipt will be issued.

In case Earnest Money is not submitted, the offer shall be out-rightly rejected without any reference on this subject. EMD shall be refunded to the unsuccessful tenderer on request and on production of original money receipt immediately after finalization and award of the tender. For successful tenderer EMD will be converted to Security Money. The deposits like **Earnest Money will not carry any interest** during its period of retention.

The deposits like EARNEST MONEY may be forfeited:

- If any tenderer withdraws their offer after tender opening during the period of tender validity.
- If the tenderer fails to execute the order acceptance within the specified time limit or does not fulfill any of the terms & conditions.

xxi) SECURITY DEPOSIT :

Total SECURITY DEPOSIT will be 10% of the Contract Value and same shall be as under:-

- a) Before execution of the agreement/contract, the successful Bidder i.e. Contractor shall deposit with the company a sum equal to **5% OF THE CONTRACT VALUE after ADJUSTMENT OF EMD AS PERFORMANCE SECURITY**. **PERFORMANCE SECURITY DEPOSIT** shall be submitted in the form of **Demand Draft** drawn in favour of **CMPDI Ltd., Regional Institute, Asansol** on any Nationalized/Scheduled Bank payable at Asansol, preferably on state Bank of India.
- b) The remaining **5 % of SECURITY DEPOSIT** is towards **RETENTION MONEY** and same shall be deducted from monthly running bills in **12 equal installments**.

- c) The **SECURITY DEPOSIT** will be refunded after **CONTRACT PERIOD** on application if the performance of the work found satisfactory during this period. The **SECURITY DEPOSIT** will not carry any interest.
- xxii) The CMPDI shall not be liable for any damages or compensation payable at LAW in respect or in consequence of any accident or injury to workman or other persons in the employment of the Contractor save and except an accident or injury resulting from any act or default of CMPDI, his agents or servants and the Contractor shall indemnify and keep indemnified the CMPDI against all such damages and compensation against all claims, demands, proceedings, cost charges and expenses whatsoever in respect thereof or in relation thereto.
- xxiii) The Contractor shall employ only competent, skillful and orderly man to do the work. The company shall have the right to ask the Contractor to remove from the work site any man of the Contractor who in their opinion is undesirable and Contractor will have to remove him within 3 (three) hours of such order.
- xxiv) The Contractor shall familiarize himself with and will be governed by all law and rules of India and local statutes, orders and regulations applicable to his work.
- xxv) The Contractor shall maintain all records as per the provision made in the various statutes including **Contract labour (Regulation & Abolition) Act, 1970** and the **Contract labour (Regulation & Abolition) Central Rules, 1971**, **Coal Mines Provident Fund Act** and Rules or any other PF Act, **Minimum Wages act**, **Workman Compensation Act** etc. and latest amendment act thereof.
- xxvi) The work shall not be sublet to any other party, unless approved by the Company in writing.
- xxvii) In case the contractor fails to do a job assigned to him, the expenses so occurred for getting the job done from or by other sources shall be recovered from the contractor's monthly bill or security deposit.
- xxviii) The contractor shall remain responsible for any loss or damage of material/property and the value of such losses shall be recovered from contractor's monthly bill or security money.
- xxix) The Contractor shall not pay less than the minimum wages to the labourers engaged by him as per minimum wages act as fixed by West Bengal State Government/Central Government.
- xxx) All taxes and duties, whether local, Municipal, Provincial or Central and Cess, royalties etc. as applicable during the entire period of contract shall be paid by the contractor.
- xxxi) If the contractor fails to comply with the terms of the contract, all payment for this contract and other jobs shall be forfeited.
- xxxii) The contractor will have to abide by the Rules of the soil under application at present or during the tenure of the agreement / contract and all employees engaged by it shall be its

own and the employer shall have no responsibility for such engagement, regularization, and absorption whatsoever.

xxxiii) Income Tax and other Taxes, if any, due shall be to the account of Contractor. The Employer/CMPDI shall make recoveries from payments as per statutory requirements as in force from time to time and provide Contractor with certificates of recoveries and remittance on this account.

xxxiv) The Competent Authority reserves the right to terminate the Agreement/Contract by giving one month notice to the Contractor without assigning any reason whatsoever.

xxxv) The Court at ASANSOL (WEST BENGAL) only will have jurisdiction to deal with or decide any legal matter on dispute whatsoever arising out of the contract.

7. SPECIFIC TERMS & CONDITIONS:

The contractor's attention is invited to the requirement for specific terms and conditions of contract.

- i) Every contractor is expected, before quoting his rate, to inspect the site of the proposed work. He should quote specific rate for the **SCOPE OF WORK** and the rate shall be in rupees and paisa. The rate shall be written both in words and figures. If there is any discrepancy between the rates quoted in words and in figures, the lower of the two shall be considered.
- ii) Corrections where unavoidable shall be made by crossing out, dating and rewriting. Every page of the contract document shall be signed by the contractor.
- iii) The contractor shall closely peruse all **SCOPE OF WORK**, which governs the rates, which he is tendering.
- iv) The VAT registration number, PAN number along with valid electrical contractor's License, valid Electrical Supervisors certificate of competency, valid Electrical workman's permit, credentials for similar nature of work (along with the completion certificate), service tax registration number (if not, then notarized affidavit to be enclosed elaborating reasons).The duration of contract shall be for a period of one year from the date of agreement.
- v) The Competent Authority, CMPDI, RI-I, Asansol reserves the right to accept / reject any tender fully or partly or split up the work without assigning any reason whatsoever and his decision will be final as well as binding.
- vi) Every contractor at the time of submission of the tender will be required to produce the particulars of his Registration/License of the Competent Authority under the Contract Labour (Regulation and Abolition) Act, 1970. Non-compliance of this provision may lead to rejection of the Tenders.
- vii) The contractor should submit along with the tender, one attested copy of the Articles of Association / Partnership Deed / Power of Attorney, whenever applicable

viii) A tender, which is received late, i.e. after the time and date specified above, will be rejected.

8. ADDITIONAL SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR:

3.4 DEFINITION

- i) The work 'Institute' wherever occurs in the condition means the Regional Institute, No.I, Central Mine Planning & Design Institute, Asansol, a Subsidiary of Coal India Ltd. represented by the Chairman-cum-Managing Director, Head quarter of CMPDI, Gondwana Place, Kanke Road, Ranchi or his authorized representative or any other Officer specially deputed for this purpose.
- ii) The contractor wherever occurs means, the successful tenderer who has deposited the necessary security money and has been given the written intimation about acceptance of offer.

3.5 RESPONSIBILITIES OF THE CONTRACTOR

- i) The Institute reserves the right to engage other contractor in connection with the work and the contractor shall co-operate, in the execution of his works.
- ii) The contractor shall keep on the work, during the period, a competent Engineer/Supervisor, who shall represent the contractor in his absence.
- iii) The contractor shall employ only competent skilful persons to do the work. The Concerned Authority shall have the right to ask the contractor to remove from the work site any men of the contractor.
- iv) Precautions shall be exercised at all times for the protections of persons (including employees) and property. The safety required for recommendations 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 Workman's Compensation Act or any other similar laws in force and shall indemnify the Institute against any claim on this account.

All the scaffoldings, ladders etc. which the workmen are likely to use shall be examined by the Concerned Authority or his authorized representative wherever they want and the same must be strong, durable and of such design as required by them in no case any structure condemned by the Concerned Authority or his authorized representative shall be kept on the work site and the same must be removed immediately of such condemnation and any certificate or instructions, however, shall in no way detract the contractor from his responsibility as an employer as the Institute shall in no way be responsible for any claim.

The contractor 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 shall comply with the provision of the safety handbook as approved and amended from time to time by the Ministry of Energy or Labour Ministry.

- v) The contractor shall familiarize themselves with and be governed by all laws and rules or Indian and local statutes and orders and regulations applicable to his work.
- vi) The contractor shall make his own arrangement for all materials, tools, staff labour etc. required for carrying out day to day electrical maintenance work to the entire satisfaction of the Institute.

The contractor shall make his own arrangement for carriage of all materials required for the work to the work site at his own cost.

- vii) Contractor (s) has (have) to cover all of his/her (their) workers who have been engaged by him/her (them) for a period of 30 (thirty) days or more, under Coal Mines Provident Fund (CMPF) Scheme positively. –by taking initiative from his/her (their) end.

Such CMPF accounts shall be regularly maintained according to engagement of worker (s) concerned.

- ix) Contractor(s) has/have to pay wages to his/her (their) worker(s) strictly through Bank Cheque (s) only.
- x) The contractor shall in addition to any indemnity provided by law indemnify the Institute against all liabilities whatsoever arising out of the workmen's compensation Act, 1923 or any enactment and amendments there to and shall be wholly responsible for observance of all (Statutory rules and regulations under any act or award of the Government in force) in matters relating to the employment, payment and retrenchment of labour. No claim shall lie against the Institute for damage done by any act of God or on account of circumstances beyond the Institute's control.

If in any matter which is not provided for or against these conditions or any matter or practice appears prejudicial to the interest of the Institute or the public, the Institute may call upon the contractor/contractors to rectify modify or remove such matter or practice and these shall be binding on the contractor.

- xi) Adequate precautions and safety measures should be taken by the contractor to prevent danger from electrical equipment.
- xii) The contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Concerned Authority for such additional work.
- xiii) In respect of interpretation of any clause of item specification herein incorporated, the interpretation of the Regional Director of the Institute will be final and binding.

Sr. Mgr. (E&M)

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE – A

To
The Regional Commissioner,
CMPF, Region – III, B. B. College Road,
Ushagram, Asansol – III

(THROUGH REGIONAL DIRECTOR, CMPDI, RI-1, ASANSOL)

Dear Sir,

I Shri.....on behalf of"
a working Electrical Contractor of CMPDI and undertaking the jobs in different types of Electrical
work in CMPDI of and on.

In view of the above I, want to have a registration no., so that the deduction towards PF can be
deposited at your office off and on.

It will be highly obliged if you kindly provide the registration no. for my establishment.

Other formalities will be observed on receipt of Regd. No.

Thanking You,

Yours faithfully,

(Name of the Contractor)

PART- I OF THE BID

To,
 The Regional Director,
 CMPDI, RI-1,
 G.T. Road (West),
 Asansol – 713 304.

Dear Sir,

Sub. : **ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY COMPLEX OF CMPDI, RI-1, ASANSOL.**

Ref. : Your Tender No. : CMPDI/RI-I/E&M/2016/ Dtd.

With reference to the above referred TENDER DOCUMENT we are pleased to furnish PART – I of the BID with the following details.

1. Name and full address of the Firm of Electrical Contractor / Bidder along with Telephone No. / Mobile No. / FAX no. and e-mail ID (if any) :
2. Name and address of the owner of the Firm :
3. Whether Private/Partnership Firm [If, Partnership Firm, Self attested photo copy of Deed to be enclosed] :
4. Details of Earnest Money, Cash Receipt No. & Date/ Submitting with PART-I D. D. No., Date, Name of the Bank & Branch Name, Amount:
Issuing Bank & Branch...
5. VALIDITY OF OFFER : 180 days from the date of opening of tender
6. PAYMENT TERMS : As per TENDER DOCUMENT
7. Valid Electrical Contractor's License :
8. License No., Date & Valid upto :
9. Valid trade licensed :
10. License No., Date & Valid upto :
11. Category/Class Issuing Authority :
12. Name & Address of Supervisor :
13. Supervisor License No., Date Eligible to work in HT : Line at Surface/UG Valid up to
14. Name and Address of Electrician :
15. Wireman License No. & Date :
16. Valid up to :
17. CMPF/EPF Registration Certificate of the Contractor. :
However if the Contractor is not registered under CMPF, he should submit an affidavit declaring that :

SIGNATURE OF THE TENDERER WITH SEAL

a) He shall apply for registration under CMPF :
 within 7 days from issuance of Work Order.
 For this he will fill up the Application Performa
 (Placed in ANNEXURE –A to this NIT) & submit
 the same to CM (E&M) / Systems.

b) All of his/her (their) workers who have been :
 engaged by him/her (them) shall be registered
 for a period of 30 (thirty) days or more, under
 Coal Mines Provident Fund (CMPF) Scheme
 positively – by taking initiative from his/her
 (their) end.

18. Signed copy of all the pages of TENDER DOCUMENT : YES / NO
 Terms and conditions as a token of acceptance of
 the same

19. PAN No. with a copy of certificate :

20. VAT Registration Certificate No. [Self attested
 photocopy of VAT Certificate & Sales Tax Clearance
 Certificate to be enclosed]

21. Service Tax Reg. No. with a copy of Certificate (If :
 not registered reasons to be stated on Notarized
 Affidavit)

22. Experience of the Supervisor :

23. Experience of Wireman :

24. Whether working contractor, if so Since when :

25. Credential (Copy of work order for similar nature of :
 Work)

26. Price Bid as per PRICE BID FORMAT : Submitted in separate envelope as
 PART- II of BID

27. I accept all the terms and conditions along with :
 payment terms of TENDER DOCUMENT

(Signature of the Bidder with Seal)

Note: Self attested Photo copies of Electrical Contractor's License, Supervisor License, Wireman Certificate, PAN No., VAT Registration No., and Service Tax Registration No. Credential along with Completion Certificate etc. shall be submitted along with Part-I bid of the offer.

(Signature of the Bidder with Seal)

SIGNATURE OF THE TENDERER WITH SEAL

ARTICLE OF AGREEMENT

Article of Agreement made this day the _____ two thousand and between the Central Mine Planning & Design Institute Limited (CMPDI, A Subsidiary of Coal India Limited, constituted under Coal Mines (Conservation and Development), Act 1974 and Registered under Company's Act, 1956 having the Registered Office of CMPDI at Gondwana Place, Kanke Road, Ranchi in the state of Jharkhand and its Regional Institute No. I at Asansol (hereinafter called the second party which expression shall unless exclude by or repugnant to the subject or context shall include its successors and permitted assignees) of the one part and _____ Licensed Electrical Contractor having its Office at _____ in the state of _____ of the one part (hereinafter called the first party which expression shall unless excluded by or repugnant to the subject or context shall include his successors in office and permitted assignees of the other part) whereas it has been agreed between the second party and the first party that the first party will be responsible for daily supervision and maintenance works on certain terms and conditions hereinafter mentioned.

Witness and it is hereby agreed by and between the parties (i.e. first and the second party) hereto as follows:

1. The first party will remain responsible for carrying out all sorts of proper and safe electrical maintenance and supervision of overall electrical accessories of Office and Colony Complex of CMPDI, RI-I, Asansol.

DESCRIPTION OF WORK	RATE (Rs.)
Annual Rate contract for Electrical maintenance of Office and Colony Complex of CMPDI, RI-1, Asansol.	

2. The first party and / or its workers shall not be provided with any transport / transportation cost for carrying out this job.
3. The first party shall neither be provided with any accommodation for it and/or its workers in neither CMPDI for carrying out this job nor CMPDI will remain liable by whatever means to arrange any accommodation for his or his workers at any circumstances.
4. The first party shall take instructions from the Concerned Authority everyday to comply with the instructions accordingly. The first party shall show the document and attendance to the Concerned Authority and got signed by him as and when it is called for by the Concerned Authority who is the authorized representative of the second party. The maintenance work will have to be carried out as per the directive of the Concerned Authority. In case of any failure to attend the repair / maintenance work on any day by the first party or its men, a proportionate deduction will be made from the monthly maintenance bill.
5. The first party will be responsible for proper maintenance of all power supply installations, power distribution lines, lights, fans, pumps (electrical portion only) etc., installed in the office buildings, residential quarters, community centre / club building, pump house, etc. and keep them in proper working conditions.

6. The shifting, overhauling, reinstallations / replacement of **old wiring upto 15 mtrs.**, joint boxes, **main switch (upto 100 Amps)**, all types of street lights and indoor light fittings, fans, etc. and **fixing of new wiring (upto 5 mtr.)** will be carried out by the first party as and when required without any additional charge. The material required for the above mentioned job in this clause will be supplied by the second party.
7. The regular and periodic checking of lights, fans, transformers, and switch gears, switch-fuse units distribution pillars, starters etc. shall be undertaken by the first party to give trouble free service.
8. The job of new / old installation work of major nature (**e.g. cable laying, detection of cable fault and its jointing, detection of fault in HT equipment and restoring power supply, etc.**) will not be covered under this agreement.
9. The first party shall attend to all maintenance jobs defined in the foregoing clauses on all days irrespective of Sundays and Holidays as per direction of the Concerned Authority.
10. The Contractor must have valid Electrical Supervisor's certificate of competency for handling 11 kV and 415 Volt system installations and provide required semiskilled and unskilled workmen to take instruction from Concerned Authority every day at 8 AM to attend for repair of breakdown / complaints as per instruction of Concerned Authority. The contractor shall also be available over phone and / or on call round the clock to attend any Electrical breakdown / complaint.

The above should be maintained with a stipulation that in case of requirement of CMPDI, the reporting time may be changed to other timings to suit the requirement.

11. Persons deployed by the first party must hold valid supervisor's certificate / workmen permit and these shall be kept with themselves to be checked as and when needed. The contractor shall ensure that the workmen engaged by him for the above mentioned maintenance jobs, are submissive, obedient and well behaved to the employees of this Institute irrespective of rank and file during their duty hours.
12. All the works are to be carried out safely and carefully in accordance with Indian Electricity Rules and Act amended till date.
13. The first party's monthly maintenance bill will be paid proportionate on the basis of actual work discharged as per contract and every monthly pre-receipted bill in triplicate should also be certified by the Concerned Authority.
14. The first party shall submit monthly maintenance bill in triplicate duly pre-receipted after a month's work. The payment of the bill is subject to fulfillment of the provisions of the foregoing clauses and certification of the Concerned Authority.
15. Payment to the workers by the first party shall remain liable to be verified by the second party or its representative under the existing rules of the state in vogue.
16. The duration of contract shall be for a period of one year with effect from.....to.....

17. The first party shall be paid Rs.....per month (inclusive of all taxes and duties) for a period of one year from to for carrying out the maintenance work subject to compliance with the terms as have been defined elsewhere.
18. The second party shall not in any case be held responsible or shall not remain responsible by any means for any accident, which may occur to the contractor and/or workers of the contractor during the execution of the maintenance work, and no compensation will be paid by the second party for such eventualities.
19. In case the first party fails or causes to fail to do a job assigned to him the expenses so occurred for getting the job done from or by other sources shall be recovered from first party's monthly bill or security money.
20. The first party shall remain responsible for any loss or damage of material / property of the second party caused or deemed to cause by any fault and/or error of the first party and or its workers and the value of such losses shall be recovered from first party's monthly bill or security money.
21. Failure to attend the repair job within the stipulated time period (as given by the Concerned Authority) will attract penalty at double of the normal rate per day.
22. If the first party fails to comply with the terms of the contract, all payments due to the first party for this contract and other jobs shall be forfeited.
23. This agreement is entered into by and between the second party and the first party defined in foregoing paragraphs for a period of one year from the and shall automatically be terminated on attaining the specified period unless renewed within (fifteen) 15 days of the expiry of the stipulated period by the Competent Authority of CMPDI, RI-I, Asansol.
24. An amount of Rs..... (Rupees) only has been deposited by the first party as security deposit as per the stipulation of the tender notice which will be released after expiry of contract period on the basis of clearance certificate from Concerned Authority of CMPDI, RI-I, Asansol.
25. The agreement may be terminated by the second party by giving one month's notice to the first party at the discretion of the second party.
26. The persons to be engaged by the first party should be paid in conformity to the Minimum Wages Act for the Govt. of West Bengal/Central Govt. (whichever is higher) as applicable for electrical maintenance / repair job.
27. The first party shall abide by the provisions of the Coal Mines Provident Fund Act and Rules or any other P.F. Act and all other relevant rules applicable in this regard including Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971. The second party will not be responsible for any compensation/ regularization accruing out of any dispute within the jurisdiction of any Act or any Rule and the second party shall not have any liability in this connection whatsoever.
28. The first party will have to abide by the rules of the soil under application at present or during the tenure of the contract and all employees engaged by it shall be its own and the second party shall have no responsibility for such engagement, regularization and absorption whatsoever.

29. The second party shall have the right to review the overall performance of the first party as and when needed, and the validity of continuation of the contract for the remaining contractual period shall depend solely on the satisfactory performance concerning all matters mentioned inter alia elsewhere in the Agreement related to the maintenance job.
30. The second party shall have the power to alter or delete any of the terms of this Agreement after discussion with the first party.
31. In case of any dispute between the parties, the same shall be referred to the Regional Director, RI-I, CMPDI, Asansol whose decision in the matter shall be final.
32. Cleaning of substation after every fortnight shall be undertaken by the first party. Tools and tackles like blower etc. & workers for cleaning purpose will be supplied by the first party.
33. Contractor (s) has (have) to cover all of his/her (their) workers who have been engaged by him/her (them) for a period of 30 (thirty) days or more, under Coal Mines Provident Fund (CMPF) Scheme positively, – by taking initiative from his/her (their) end. Such CMPF accounts shall be regularly maintained according to engagement of worker (s) concerned.
34. Contractor (s) has (have) to pay wages to his/her (their) worker (s) strictly through Bank Cheque (s) only.

35. ALL DISPUTES ARE SUBJECTED TO ASANSOL COURT JURISDICTION ONLY.

In witness thereof, the first party _____
has / have hereinto set hand and on behalf of the CMPDI the Regional Director, Regional Institute-I has hereinto set his hands on the date.

Signed by the contractor

Address:

In the presence of witness:

Address:

Signed by on behalf of CMPDI, RI-I

Designation:

Annexure to the deed are part of the Agreement.

1. Schedule-A - Tender Acceptance Letter

SIGNATURE OF THE TENDERER WITH SEAL

2. Annexure - I - Details of Electrical Installations at CMPDI Office Complex.
3. Annexure - II - Part – I of Bid.
4. Annexure– III - Part – II of Bid i.e. Price Bid Part.

**TENDER DOCUMENT
FOR
ANNUAL RATE CONTRACT FOR ELECTRICAL
MAINTENANCE OF OFFICE & COLONY COMPLEX
OF**

CMPDI, RI-1, ASANSOL

PART – II

(TECHNICAL / COMMERCIAL BID)



JANUARY 2016
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
(An ISO 9001:2008 Company)
REGIONAL INSTITUTE – 1, G T ROAD (W),
ASANSOL – 713304

SIGNATURE OF THE TENDERER WITH SEAL

2016 PART-II

(PRICE BID)

**Sub. : ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY
COMPLEX OF CMPDI, RI-1, ASANSOL.**

Ref. : Tender No. : CMPDI/RI-1/E&M/2016/1575 Dtd.07/01/2016

S. N.	DESCRIPTION OF WORK	RATE (Rs.)
1.	ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE OF OFFICE AND COLONY COMPLEX OF CMPDI, RI-1, ASANSOL.	

(Rupees.....) inclusive of all taxes & duties.)

(Signature of the Bidder with Seal)

SIGNATURE OF THE TENDERER WITH SEAL