



cmpdi
A Mini-Ratna Company

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 2086/2916/2001/2654, Fax –(0341) 225 0935
Email: cmpdi1@sancharnet.in, cmpdi_asl@dataone.in



Ref No: CMPDI/RI-I/ S&P/Furniture/46/16-17/104

Date: 05.09.2016

CORRIGENDUM

Sub: Supply of Godrej make furniture for office use to CMPDI RI-I, Asansol

Ref: Our NIT no. CMPDI/RI-I/S&P/FURNITURE/46/16-17/102 Date: 30.08.2016

With reference to the above NIT regarding Supply of **Godrej** make furniture for office use to CMPDI RI-I, Asansol , in the column 'Description of materials' in Annexure - I a detailing is added for resolving confusion as follows:

SI No	Description of Materials	No of unit Required	Unit	MAKE	Rate incl. of VAT(₹)	Total Amount (₹)
1.	Godrej 3 Seater Metal perforated Chair (Model – VIA, on beam with with arms)	8 (Eight)	Set	Godrej		
2.	Godrej Visitors Chair (Model- Premier, visitor with arms.)	4 (Four)	Nos	Godrej		

All other terms and Conditions as contained in the Tender Document remains same.

(B.Bhattacharyya)
Sr. Manager (S&P)

DISTRIBUTION:-

1. RD, RI-1, Asansol.
2. Committee Member, RI-1, Asansol.
3. HOD (Fin), RI-1, Asansol.
4. HOD (P&A), CMPDI, RI-1, Asansol, with a request to arrange for display in the NOTICE BOARD
5. GM (Admn), ECL, Sanctoria with a request to arrange for display in the NOTICE BOARD.
6. Exec. Engr., PWD, Court Road, Asansol with a request to arrange for display in the NOTICE BOARD.
7. Manager, UBI, Apcar Garden, Asansol with a request to arrange for display in the NOTICE BOARD.
8. Asst. General Manager, SBI, Asansol with a request to arrange for display in the NOTICE BOARD.
9. Exec. Engr., PHE, Chelidanga, Asansol with a request to arrange for display in the NOTICE BOARD.
10. Office Cop

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TENDER DOCUMENT

FOR

FURNITURE OF GODREJ MAKE

FOR THE YEAR 2016-17

AT

CMPDI, RI-1, ASANSOL

(PART -I)



AUGUST 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

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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 2086/2916/2001/2654, Fax –(0341) 225 0935
CIN- U14292JH1975GOI001223
Email: ri1@cmpdi.co.in



Ref. No.:CMPDI/RI-I/S&P/FURNITURE/46/16-17/102

Date: 30.08.2016

NOTICE INVITING TENDER

Sealed tenders are invited from manufacturers /authorized selling agents/authorized dealer/stockiest/
reputed suppliers for supply of Furniture for office use to CMPDI RI-I, Asansol for office use.

- a) Tender Fee in INR (Non-refundable / Non transferable) : **Rs. 100/- (Rupees one hundred only)**
- b) Earnest Money : **Rs. 2100/- (Rupees two thousand one hundred only)**
- c) Date of Commencement of sale of Tender Documents : **30.08.2016 (from 10.30 AM to 1.00 Noon)**
- d) Last date of sale of Tender Documents : **14.09.2016 upto 1:00 Noon.**
- e) Last date & time for submission of offers : **14.09.2016 upto 03:00 PM.**
- f) Due date & time of opening of Offers : **14.09.2016 at 04:00 PM**
- g) Validity Period : Six months from the date of acceptance of offer
- h) Type of Tender : **Two Bids**

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 THEN THEIR BIDS WILL NOT CONSIDER 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.**

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Tender document can be obtained from the office of **HOD (S & P)**, CMPDI, RI-1, Asansol during **10.30 AM to 1.00 Noon** on all working days from **02.09.2016** to **14.09.2016** on remittance of tender fee (**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 **02.09.2016** to **14.09.2016**. 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 Nationalized / 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.**

HOD (S & P)

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INSTRUCTIONS :

1. Tenderers are advised to go through the Tender Document carefully and submit their offer accordingly complete in all respect with supporting documents, wherever asked for.
2. Tenders are invited from Manufacturers /Authorized Selling Agents/Authorized Dealer/Stockiest/ Reputed Suppliers of the materials only as indicated in the schedule of requirement given in Annexure-I.
3. No deviation is acceptable to our document. The terms of conditions which are in deviation from our document are liable for rejection without making any back reference to the tenderers.
4. Tenders submitted without Earnest Money will be summarily rejected at the time of tender opening itself.
5. Tender must be accompanied by self attested copies of PAN/VAT Registration Certificate/ and Credentials.

Encl:

- a) Annexure-I (Schedule of Requirements)
- b) Annexure-II (Terms and Conditions)
- c) Annexure-III (Check List)
- c) Annexure-IV (Format of Price Bid)
- d) Annexure-V (Proforma of Bank Guarantee in lieu of EMD/Security Money)

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SCHEDULE OF REQUIRMENT

SI No	Description of Materials	No of unit Required	Unit	MAKE	Rate incl. of VAT(₹)	Total Amount (₹)
1.	3 Seater Steel Chair	8 (Eight)	Set	Godrej		
2.	Visitors Chair	4 (Four)	Nos	Godrej		

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Terms & Conditions :

1. Mode & Method of Submission of Tender

The bidders must submit their offer i.e. **PART – I** and **PART – II** up to the scheduled time and date.

PART – I

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

- a) Commercial Terms & Conditions
- b) Checklist showing deviations, if any, from the tender document commercial terms & conditions against each clause as per Annexure- III
- c) Earnest Money should be deposited in a separate envelope super scribing '**EARNEST MONEY DEPOSIT**' and not inside the envelope containing **PART-I & II** of the bid.
- d) **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 1.00 PM** from **02.09.2016** to **14.09.2016** for which Money Receipt will be issued.
- e) **Government (State/Central)/Public Sector Undertakings/Firms having valid NSIC registration/ Firms registered under MSME Development Act 2006 for the EMD/ Security Deposit are exempted from submission of EMD/Security Deposit against valid documentary evidence.**
- f) 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 finalisation and award of the tender.
- g) For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of one year of Guarantee / Warranty Period (or the manufacture's guarantee period) from final inspection. 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.

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- 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.
- h) The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.
- i) The 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**.

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.
- b) **ENVELOPE NO. 1** (PART-I) 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** and **PART – II, PRICE BID**. All the envelopes should be properly sealed and super-scribed with "Supply of Furniture for office use , CMPDI RI-I, 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 **HOD (S & P)**, 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.

2. The offer shall be accompanied with the copies of :-

- a) **VAT Registration Certificate**
- b) **PAN No.**
- c) **Credentials for similar nature of work with supporting documents**

The rate shall be quoted both in words and in figures on FOR-destination basis. The offers should indicate rate per unit, discount, if any, total price and delivery terms. The rates of taxes and duties applicable should be quoted

Tenderer shall furnish their offer along with the EMD in sealed cover addressed to the **HOD(S&P)**. The offers should be dropped in the designated '**TENDER BOX**' kept in the Office of **HOD(S&P)**, RI-I, CMPDI, Asansol.

3. NOTE

- a) **ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.**

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b) TENDERS ERASED, CUTTING AND OVER WRITTEN WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE TENDERER'S SIGNATURE.

4. PAYMENT OF EMD

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". Cash Deposit towards Earnest Money, will be accepted by Cash Office from **10.30 am to 1.00 pm** from **02.09.2016 to 14.09.2016** 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 which will be refunded to the successful tenderer on certification after completion of one year of Guarantee/Warranty and on production of original money receipt. The deposits like Earnest Money will not carry any interest during its period of retention.**

The deposits like Earnest Money may be for feltd:

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

5. Validity of Offer: The offers must remain valid for 180 days from the date of opening of offer.

6. Consignee: Regional Director, CMPDI, RI-I, Asansol-713304

7. Paying Authority: HOD (F), CMPDI, RI-I, Asansol-713304

8. Price: The rate shall be quoted both in words and in figures on FOR DESTINATION basis. If there is any discrepancy between the rates quoted in words and in figures, the rate enclosed in figure shall be considered. The offer should indicate rate per unit, discount, if any, total and delivery terms. The rates should be inclusive of all applicable taxes and duties.

Quotations, erased or overwritten, will be summarily rejected unless corrections are authenticated with the tenderers' signature and date.

Sample of items, wherever required as indicated in the tender, should be submitted free of cost along with quotation for inspection by this office. Samples must be labeled with the tenderer's name, address and tender number with due date of opening of the tender. Samples submitted by tenderers, if not accepted, will be returned.

9. Taxes & Duties:

- i) Whenever the tenderers mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.

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- ii) Conditional discounts, including quantity discounts, will be indicated in the comparative statement but the discounted price will not be shown for comparison purpose. Cash discounts or prompt payment discounts will also be treated in the same manner. Only unconditional discounts will be taken into account for arriving at total price.
 - iii) If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.
10. The price quoted must be firm and offers must remain open for acceptance for six months from the due date of opening of the tender.
11. The tenders of those tenderers whose motto is to offer different prices or change the terms which affects the quoted price of the firm within the validity of the offer shall be treated as invalid offer and the action against such tenderer will be taken as per CIL Rules/Procedure.
12. Offers received after the submission time of the due date of the tender shall not be accepted.

13. **Security Deposit:**

- a) **The successful tenderers will be required to deposit as Security Money 10% of total value of the order** (FOR destination price including taxes and duties) in the form of Demand Draft/Bank Guarantee of any Scheduled Bank Payable at Asansol preferably on State Bank of India or in cash within 15 days from the date of issue of the supply order. **For successful bidder Earnest Money will be refunded on proper application after submission of security money.**
- b) In case tenderer fails to deposit Security Money within the stipulated period the order shall be cancelled and EMD deposited against this tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.
- c) The Security Deposit will be forfeited in case of unsatisfactory performance and /or contractual failure.

Security Money/Bank Guarantee of the eligible bidders will be released on certification after expiry of two months from the inspection of materials received. The deposits like Security Money etc. will not carry any interest during its period of retention.

14. **Delivery:**

The time for and the date of delivery to the stores stipulated in the "Purchase Order" shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

The tenderers shall not be allowed to supply part materials and receive payment thereon except in exceptional circumstances subject to prior approval of the buyer i.e. the CMPDIL, RI-I, Asansol. Materials have to be supplied in full and payment shall be released on satisfactory supply of materials and its

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acceptance by the Inspecting Authority of CMPDIL, RI-I. The Company has the right to reject any or all of the materials of the supplier if not found suitable for use after receipt of materials at store. The supplier shall take back the rejected materials at his own cost and in no case the purchaser will be responsible for loss/damage of the rejected goods if the same are not removed by the supplier after rejection within a reasonable time. The payment will be made by A/c Payee Cheque only.

The materials are to be delivered to **General Stores of CMPDIL, RI-I, G.T Road, West End, Asansol-713304**, free of cost within the time limit to be specified in the Purchase Order.

In the event of failure to delivery or despatch the stores within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right :

- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of officer-in-charge.
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause(a) above.
- e) To forfeit the security deposit full or in part.
- f) Wherever under this contract any sum of money is recoverable from and payable by the supplier, the CMPDIL, RI-I Asansol shall be entitled to recover such sums by appropriating a part or in whole by deducting any sum due or which at any time thereafter may come due to supplier in this or any other contract should this sum be not sufficient to cover the full amount recoverable, the supplier shall have to pay the CMPDIL, RI-I Asansol on demand the remaining amount so due.
- g) If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then CMPDI, RI-I may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CMPDI, RI-I the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

15. Force Majeure Clause:

If the execution of the Contract/Supply Order is delayed beyond the period stipulated in the Contract/Supply Order as result of hostilities, declaration of embargo or blockade or flood, act of nature or any other contingency beyond the supplier's control due to act of God, the CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is justified by the circumstances of the case and its

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decision shall be final. In case additional time is granted by CMPDI for execution of the Contract/Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery as extended.

- a) 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 causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CMPDI nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.

16. Inspection:

Materials are subjected to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even after pre-dispatch inspection is carried out the materials will be subjected to final inspection & receipt of the materials at site.

17. PAYMENT TERM:

100% Payment shall be made after satisfactory inspection and acceptance of the materials and on production of bill in triplicate duly pre-receipted along with Challan in duplicate and on acceptance of supplied materials by the Inspecting Authority.

18. PRICE VARIATION CLAUSE

The rates at which the stores are to be supplied under the Contract are fixed for the duration of the Contract. Normally therefore the rates are not subject to any upward revision until the period of contract is completed. However where additional Statutory Levies are imposed by the Government in the form of Duties/and or Taxes during the currency of the Contract which directly affect the finished goods, a Price increase may be permitted on production of adequate documentary evidence in support of such increase of Levies and quantum of variation in the ultimate price of goods.

19. PRICE FALL CLAUSE

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The prices charge for the stores supplied shall in no event exceed the lowest price of supplied stores of identical description to any other party/organization during the said period. If the sale price is reduced lower than the price chargeable under the Contract, such reduction shall be incorporated and stores supplied after the date coming into force on such reduction and stores supplied after the date coming into force on such reduction or sell shall stand correspondingly reduced.

20. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

21. CMPDI, RI-I reserves the right to accept or reject fully or partly or split-up any or all offers amongst the tenderers without assigning any reason thereof. No disputes of any kind can be raised against this right of the buyer in any court of law or elsewhere. **NO CORRESPONDENCES WILL BE ENTERTAINED IN THIS REGARD.**

22. PENALTY

In the event of failure to deliver the stores within the stipulated date/period or to effect supplies in accordance with the specification mentioned in the supply order and in the event of any breach on any of the terms of Contract, CMPDI, RI-I, Asansol, shall be entitled at its option either :

- a) To recover as agreed Liquidated Damages a sum not exceeding 0.5% per week subject to maximum of 10% of the price of any or all stores/materials which have not been supplied within the time specified in purchase order unless subsequent extension of delivery time is granted by the buyer in writing, from the supplier's Bills/Earnest Money.
- b) To purchase elsewhere without notice to the supplier and on supplier's account and at supplier's risk the stores not supplied or other items of similar description without cancelling the supply order in respect of the items due for supply.
- c) To cancel the supply order or a portion thereof and if considered necessary by the CMPDI, RI-I, Asansol Authority to purchase the stores at supplier's cost and risk.
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty if imposed shall not be more than the agreed Liquidated Damage referred to in Clause 23a above.

23. ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.

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CHECK LIST

PLEASE SPECIFY THE FOLLOWING:

Q. No.	LIST OF QUESTIONS	Indicate in Yes / No below
1.	Have you prepared and submitted the bids as indicated in Clause 1 ? [Please refer MODE AND METHOD OF SUBMISSION OF TENDERS]	
2.	Have you quoted FOR Destination / FOB price(s) in line with clause 8 of Terms & Conditions and indicated the break-up as per Annexure-IV ?	
3.	Have you quoted firm price in line of Clause 10 of Terms & Conditions ?	
4.	Is your offer valid for Six Months from the date of opening of tender in line of clause 10 of Terns & conditions ?	
5.	Have you accepted Payment terms in line with clause 17 of Terms & Conditions ?	
6.	Have you accepted Liquidated Damages & Force majeure clause in line with clause 14 & 15 of Terms & Conditions ?	
7.	Have you accepted Inspection terms in line with clause 16 of Terms & Conditions ?	
8.	Have you submitted Earnest Money fee in line with the Terms & Conditions ?	
9.	Have you accepted Security deposit terms, clause 13 of Terms & Conditions ?	
10.	Have you accepted Price fall clause in line with clause 19 of Terms & Conditions ?	
11.	Have you accepted Jurisdiction in line of clause 23 of Terms & Conditions ?	
12.	Indicate the List of enclosures with the Offer	

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PRICE BID FORMAT**PRICE OF FURNITURE ITEMS OF GODREJ MAKE FOR RI-I, CMPDIL**

SI No	Description of Material	No of unit Required	Unit	MAKE	Rate incl. of all taxes(₹)	Total Amount(₹)
1.	3 Seater Steel Chair	8 (Eight)	Set	Godrej		
2.	Visitors Chair	4 (Four)	Nos	Godrej		

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**PROFORMA OF BANK GUARANTEE IN LIEW OF PART BID
SECURITY/EARNEST DEPOSIT**

To

M/s. Central Mine Planning & Design Institute Limited
Regional Institute No.1
G,T,Road(West End), Asansol
Dist-Burdwan,PIN – 713304

Dear Sirs,

- 1 In consideration of "Central Mine Planning & Design Institute Limited, Regional Institute – 1" having its Registered Office at Asansol (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in _____, for the work" _____ "issued in favour of M/s _____ for(hereinafter referred to as 'the bid" to accept the Deed of Guarantee as herein provided for Rs. _____ from the Scheduled/Nationalized Bank in lieu of Bids/Earnest Money deposit to be made by M/s. _____ (hereinafter called "the tenderer") or in lieu of Demand Draft of equal amount, for the due fulfillment of the terms and conditions contained in the said Bid documents by the Tenderer, we the _____ Bank _____ (hereinafter referred to as the said Bank) having its Registered Office at _____ do hereby undertake and agreed to pay the Company is due and payable by the Tenderer for the reasons of failure/negligence in performing the terms and conditions contained in the contract/Bid by the buyer and to unconditionally pay the amount claimed by the Company on demand without any demur to the extent aforesaid.
2. We _____ Bank agree that Company shall be the sole judge as to whether the said Tenderer has failed/neglected in performing any of the terms and conditions of the said contract/Bid and the decision of the Company in this behalf shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to 365 (three hundred sixty five) days on and from _____ and any claim received after the said date shall in no case bind the Bank.
4. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms & conditions of the said Bid document or to extend the time of performance by the said Tenderer or to postpone any

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time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or to forbear from enforcing any of the terms & conditions governing the said Bid document or Securities available to the Company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. _____ and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till 365 (three hundred sixty five) days on and from _____ unless the written demand or claim under this guarantee is made by the Company with us of the Company with us on or before expiry of 365 (three hundred sixty five) days on and from _____ all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the said Bank shall not discharge our liability hereunder.
7. This guarantee issued by Sri _____ who is authorized by the Bank.
8. **ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.**

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