



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)  
**क्षेत्रीय निदेशक का कार्यालय**  
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपुर-४४००१४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
**Office of the Regional Director**  
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014  
CIN: U14292JH1975GO1001223 Website: [www.cmpdi.co.in](http://www.cmpdi.co.in)

Ph: 0712-2642134

Fax No. 0712-2643231/2633234

e-mail: [rdri4.cmpdi@coalindia.in](mailto:rdri4.cmpdi@coalindia.in)

Ref: CMPDI/RI-IV/E&M/2016-17/1029-35

Dt: 30.03.2017

## **CORRIGENDUM**

**Quotation Notice No.:** 15 of 2016-17 Dt. 08.03.2017

The following changes have been made in respect of the Quotation Notice for the work of "Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp (Dist: Chandrapur) of CMPDI, RI-IV, Nagpur" issued vide Ref. No.: CMPDI/RI-IV/E&M/2016-17/741-47 dt. 08.03.2017.

1) The last date of submission of tender is extended to 03.04.2017 upto 3.00 PM.

2) The date of opening of tender shall be 03.04.2017 at 3.30 PM

Quotation document can be obtained from the office of H.O.D.(E&M), Regional Institute-iv, Nagpur on request in writing on any working day between 11.00 AM to 4.00 PM from Monday to Friday and 11.00 AM to 12.00 Noon on Saturday upto 01.04.2017. Quotation document can be downloaded from our website [www.cmpdi.co.in](http://www.cmpdi.co.in) upto 01.04.2017 (5PM).

All other terms and conditions of the Quotation Document remains the same.

Sd/-  
H.O.D. (E&M)

### **Distribution:**

1. Secy. to R.D.: for kind information of RD
2. H.O.D. (Finance), CMPDI, RI-IV, Nagpur
3. G.M. (E&M), WCL, Coal Estate )
4. S.O. (E&M), WCL, Nagpur Area ) with a request to display on Notice Board
5. Dy. G.M. (GSD), WCL, Coal Estate)
6. All Notice Boards, CMPDI, RI-IV, Nagpur
7. All committee members



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)  
**क्षेत्रीय निदेशक का कार्यालय**  
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपुर-४४००१४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
**Office of the Regional Director**  
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014  
CIN: U14292JH1975GO1001223 Website: www.cmpdi.co.in

Ph: 0712-2642134

Fax No. 0712-2643231/2633234

e-mail: rdri4.cmpdi@coalindia.in

Ref: CMPDI/RI-IV/E&M/2016-17/812-18

DT: 15.03.2017

## **CORRIGENDUM**

**Quotation Notice No.:** 15 of 2016-17 Dt. 08.03.2017

The following changes have been made at page no. 3 (Quotation Notice) of the Quotation Document for the work of "Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp (Dist: Chandrapur) of CMPDI, RI-IV, Nagpur" issued vide Ref. No.: CMPDI/RI-IV/E&M/2016-17/741-47 dt. 08.03.2017.

- 1) "Quotation Notice No.: 15 of 2016-17 dt.03.03.2017" shall be read as "Quotation Notice No. : 15 of 2016-17 dt. 08.03.2017" and
- 2) "Estimated cost for two years" shall be read as "Estimated cost".

All other terms and conditions of the Quotation Document shall remains the same.

भवदीय,

विभागाध्यक्ष (वि एवं यां)

Distribution:

1. Secy. to R.D.: for kind information of RD
2. H.O.D. (Finance), CMPDI, RI-IV, Nagpur
3. G.M. (E&M), WCL, Coal Estate )
4. S.O. (E&M), WCL, Nagpur Area ) with a request to display on Notice Board
5. Dy. G.M. (GSD), WCL, Coal Estate)
6. All Notice Boards, CMPDI, RI-IV, Nagpur
7. All committee members



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

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

**QUOTATION DOCUMENT  
FOR  
SUPPLYING, INSTALLATION, TESTING AND  
COMMISSIONING OF SUBMERSIBLE PUMPSET  
AT DURGAPUR CAMP (Dist: Chandrapur) OF  
CMPDI,RI-IV,NAGPUR**



**MARCH, 2017**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD.**  
( A Subsidiary of Coal India Ltd.)  
Regional Institute-IV, Jaripatka,  
Nagpur – 440014 (Maharashtra)

# PART –I

# GENERAL



**cmpdi**

*A Mini-Ratna Company*

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)  
**क्षेत्रीय निदेशक का कार्यालय**  
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपुर-४४००१४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
**Office of the Regional Director**  
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014

CIN: U14292JH1975GO1001223 Website : [www.cmpdi.co.in](http://www.cmpdi.co.in)

Ph:0712-2642134/242028 Fax No:0712-2643231/2633234

Email: ri4@cmpdi.co.in

**Ref. No. CMPDI:RI-IV:E&M:2016-17:741-47**

**Dated: 08.03.2017**

### **QUOTATION NOTICE**

Sealed quotation in two parts are invited for the work of “ **Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp(Dist: Chandrapur) of CMPDI, RI-IV, Nagpur**”

Quotation Notice No.	Quotation Notice No.: 15 of 2016-17 dt. 03.03.2017
Estimated cost for two years	Rs. 49608.00 ( excluding service tax )
Period of completion	45 days
Tender Fee	Nil
Earnest money deposit (EMD)	Rs. 496.00
Issue of tender document	08.03.2017 to 21.03.2017
Last date for submission of tender	22.03.2017 up to 3.00 PM
Date of opening of tender	22.03.2017 at 3.30 PM
Quotation document can be obtained from HOD (E&M), CMPDI, Regional Institute-IV, Nagpur on request in writing on any working day between 11.00 AM to 4.00 PM from Monday to Friday and 11.00 AM to 12.00 Noon on Saturday upto 21.03.2017 . Quotation document can be downloaded from our website <a href="http://www.cmpdi.co.in">www.cmpdi.co.in</a> from 09.03.2017 upto 21.03.2017 (5PM)	
The company reserves the right to reject any or all quotations or to accept completely or partly any of the quotation without assigning any reason thereof.	

Sd/-

HOD (E&M)

CMPDI, RI-IV, Nagpur

Distribution:

1. Secy. to R.D.: for kind information of RD
2. HOD (Finance), CMPDI, RI-IV, Nagpur
3. GM (E&M), WCL, Coal Estate )
4. S.O. (E&M), WCL, Nagpur Area) with a request to display on Notice Board
5. Dy.GM (GSD), WCL, Coal Estate)
6. All Notice Boards CMPDI, RI-IV, Nagpur
7. All committee members



**cmpdi**

*A Mini-Ratna Company*

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)  
**क्षेत्रीय निदेशक का कार्यालय**  
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपुर-४४००१४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
**Office of the Regional Director**  
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014

CIN: U14292JH1975GO1001223 Website : www.cmpdi.co.in

Ph:0712-2642134/242028 Fax No:0712-2643231/2633234 Email: rdri4.cmpdi@coalindia.in

Ref. No. CMPDI: RI-IV:E&M:AC AMC:2016-17 :

Dated:

To,

.....

.....

**Sub: Submission of sealed quotation in two parts in respect of "Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp(Dist: Chandrapur) of CMPDI RI-IV Nagpur"**

Dear Sirs,

Sealed quotations in two parts are invited for the work of "Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp of **CMPDI, RI-IV, Nagpur**" (**Quotation Notice No. 15 of 2016-17 dt. 08.03.2017**) as per Scope of Work and Quantity given in Annexure-II. The Price Bid of the offer shall be submitted in the prescribed format as given in Annexure-III. The terms and conditions for comprehensive AMC of ACs are given in Annexure-I. In case of any deviations, bidder shall clearly indicate the same in his offer. **The offer shall be submitted in the TENDER BOX kept in the office of the undersigned. The last date of submission of quotation is 22.03.2017 upto 3.00 PM .The Quotation will be opened on the same day i.e., 22.03.2017 at 3.30 PM in the presence of attending Bidders.**

The **Part II** of the offer containing Price Bid in i.e., Annexure-III shall be submitted in a separate sealed envelope superscribed as Price Bid which shall be opened on a later date and it will be duly informed to the qualified tenderer. Part I of the Quotation i.e. Quotation Notice with Annexure –I (Terms and Conditions) and Annexure –II (Scope of Work and Quantity) and the documents in support of eligibility criteria shall be submitted in separate sealed envelope superscribed as Part I. EMD shall be submitted alongwith Part – I. Both the envelope containing Part I and Part II shall be put in another sealed envelope and submitted to HOD (E&M), CMPDI, Jaripatka, Nagpur on due date and time as explained above.

Encl: Annexure-I, II & III

Yours faithfully,

**HOD (E&M)**

**TERMS AND CONDITIONS**

1. The quotation shall be addressed to The H.O.D. (E&M), CMPDI, Nagpur and superscribed with “ Supplying, installation, testing and commissioning of Submersible Pumpset at Durgapur Camp (Dist: Chandrapur) of **CMPDI, RI-IV, Nagpur**” on left hand corner of the envelope.

2. **Definitions**

i) "**Employer**" or "**Company**" means the Coal India Limited or any of it's subsidiaries represented by the appropriate authority who will employ the contractor.

ii) "**Principal Employer**" means the Coal India Limited or any of it's subsidiaries or the officer nominated by the company to function on its behalf.

iii) The word "**Contractor/ Contractors**" wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-In-charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "**Accepting Authority**" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.

vii) "**Engineer-in-Charge**" shall mean the officer nominated by the company in the E&M Engineering cadre/discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-In-charge/designated Officer-In-charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-In-charge/Designated Officer-In-charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the

contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their delegation of powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-In-charge/Designated Officer-In-charge.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & 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 amounts.

### 3. Eligibility Criteria

- a) **At least two self-attested work order copy of similar type of works within last seven years ending February'2017 from Govt. Organisation / Deptt., Public Sector Undertaking or reputed Private firm as a proof of experience.**

**Note: Similar type of works means:**

Submersible Pump Supplying/Installation/Erection/Commissioning/Maintenance works.

- b) **Copy of self-attested Permanent Account Number (PAN) card,**

- c) **Self-attested copy of Service Tax Registration Certificate (not applicable for small service provider).**

**In case of small service provider a declaration on their letterhead that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax is to be submitted.**

- 4. The bidder would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. The declaration/information should be submitted as per Format given at page-13 of Part-I of the NIQ.

The bidder should also give a declaration that they accept all terms and conditions of NIQ.

- 5. Earnest Money : This is to be deposited in any of the following forms:-

Banker's Cheques/ Demand Drafts drawn in favour of CMPDIL, RI-IV, Nagpur on any scheduled Bank payable at its branch at Nagpur.

The Earnest Money/ Bid Security of the unsuccessful bidder shall be refunded as promptly as possible and shall bear no interest.

No bid will be accepted unless accompanied with the requisite Earnest Money Deposit.



6. The Bid Security / Earnest Money may be forfeited if the successful Bidder fails to (i) deposit the Performance Security Deposit and (ii) commence the awarded work.

Additionally the Bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

7. Bidder is required to submit his offer in sealed covers giving reference to this Quotation Notice No. and date, containing offer in two parts – Part I & Part II. EMD is to be submitted alongwith Part – I of the Quotation Document. Part I will be considered as valid only when earnest money is submitted.

The Part I & Part II should also be in sealed covers clearly superscribing as Part I & Part II on the respective envelopes (Name of the work shall be superscribed on the left hand side of the covers). Both the two envelopes shall be placed in one cover and submitted as Bid superscribing name of work, Quotation Notice No. and date of opening on the sealed Envelope.

8. On the date of opening of Bid, the envelope containing Part- I will be opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and as required, as per NIQ.
9. Any addendum/corrigendum/date of extension etc. in respect of Quotation shall be issued on our website [www.cmpdi.co.in](http://www.cmpdi.co.in) only. Bidders are therefore requested to visit our website regularly to keep themselves updated.
10. Part II envelope will be opened in respect of such Bidders as found valid after scrutiny of Part-I.
11. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site area of the proposed work.
12. The rates for the work should be inclusive of all incidentals, overheads, all taxes (**excluding service tax**), octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates. The rate should cover all the items mentioned in the scope of work.
13. The bidder should quote for all the tendered items. If the bidder fails quote for all the tendered items, his bid will be rejected.  
L-1 will be decided on overall quoted value (i.e., cost to company). The overall lowest bidder shall be considered for award of work.

14. The offer shall be written in English. If there are any corrections or overwriting on the offer these shall be countersigned by the person who is signing the offer.
15. The Bidder whose Bid has been accepted will be notified of the award by CMPDI, RI-IV before expiration of Bid validity period by letter.  
The notification of award will constitute the formation of the Contract.
16. The Submersible Pumpset will be under manufacturer's warranty for one year.
17. **PERFORMANCE SECURITY / SECURITY DEPOSIT**  
Security Deposit shall consist of two parts;
  - (i) Performance Security to be submitted at award of work, and
  - (ii) Retention Money to be recovered from the final bill
  - (iii) The security deposit shall bear no interest.
  - (iv) Performance security should be 5% of contract amount and should be submitted within 7 (seven) days by the successful bidders in any of the form given below :
  - (v) Demand Draft drawn in favour of CMPDIL, RI-IV, Nagpur on any scheduled nationalised Bank payable at its Branch at Nagpur.
  - (vi) Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security
  - (vii) The bid security deposited in the form of Demand draft/cash shall be adjusted against the security deposit.
  - (viii) The final bill shall be paid at 95% (ninety five percent) of work value.  
This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.
  - (ix) The 10% Security Deposit (Performance Security and retention money) will be refunded after completion of one year warranty/guarantee period.
  - (x) The refund of security deposit shall be subject to company's right to deduct or appropriate its dues against the contractor under this contract or under any other contract.
18. No escalation in rate will be allowed for any item of work in the contract. However, applicable service tax will be admissible.
19. The offer shall be valid for 4 (four) months from the date of opening of tender.
20. The tender document in which the tender is submitted by the tenderer shall become the property of the Company and the Company shall have no obligation to return the same to the tenderer.

21. In the event of any discrepancy between the description in words and figures, the descriptions in words shall prevail.
22. The successful bidder shall take all safety measures during the execution of the work and will be solely responsible for this.
23. i) Extra item if required for the completion of work will be paid on the basis of standard analysis of rate of CPWD based on prevalent market rate.  
  
ii) Payment for the excess quantity of work done with the written instructions of the Engineer-in-charge for items already appearing in the bill of quantities of work with approved rates will be made along with the final bill.
24. The work should be completed within 45 days. The date of commencement of work shall be reckoned from the 10<sup>th</sup> day of issue of work order or handing over the site whichever is later.
25. **Terms of payment:** Payment will be made on submission of bills and its acceptance by H.O.D. (E&M), CMPDI, RI-IV after satisfactory completion of work.
26. **Paying authority:** Payment will be made by H.O.D. (Fin.), CMPDI, RI-IV, Nagpur within 21 days after submission and acceptance of the bill.
27. **Rejection of offer:** - The Company reserves the right to accept or reject the offer or consider part of the offer without assigning any reason whatsoever.
28. **Late receipt:** - Offers received after the due date and time will not be accepted.
29. The bidder shall comply with the statutory requirements of various acts.
30. Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as breach of contract.
31. The bidders should fill the bid document properly and carefully. He should avoid quoting absurd rates and making too many corrections in the tender. The amount should be correctly worked out. All the pages shall be signed and properly authenticated. Throughout the bidding documents, the term 'bid' and 'tender' and their derivatives are synonymous.
32. The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as and when required which shall be subject to the approval of the company.
33. The offer submitted by the Bidder will be disqualified if at any stage it is found that any document submitted by the Bidder in respect of fulfillment of eligibility criteria and qualification is not genuine or false.
34. **Jurisdiction:** The courts of the place from where the contract has been executed alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

35. In the event of the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them.

**36. Termination, suspension, cancellation and foreclosure of contract:-**

The company shall, in addition to other remedial steps to be taken as provide 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 Engineer- in – charge, then on the expiry of the period as specified in the notice.  
or
- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, there on the expiry of the period as may be specified by the Engineer-in-charge 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 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 Engineer-in-charge in a notice in wiring.  
or
- f) Transfers, sublets, assigns the entire work of any portion there of without the prior approval in writing from the Engineer-in-charge. The Engineer-in-Charge, may by giving a written notice, cancel the whole contract or portion of it in default.

**37. 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 in force, or makes any conveyance of 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 case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a

voluntary liquidation proceedings for the purpose of amalgamation or reorganization by the debenture holders of the contractor's company if any.

- c) If contractor shall suffer an execution being levied on their goods, estates and allow it to be continued for a period of 21 (twenty –one) days.
- d) On the death of contractor being a proprietary concern or of any of the partners in the case of partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

**38. On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have power.**

- a) To take possession of the site and any materials constructional plant, equipments, stores etc. there on.
- 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 work or in the event the remaining work is not to be completed the loss/damage suffered, if any of the company after giving credit for the value of the work executed by the contractor up to time of cancellation less on A/C payment made till date and value of contractors material's, 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 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 (d) of the contract.

To give the contractor or his representative on the work 7 (seven) days' notice in writing, for taking final measurement for the work executed till the date for cancellation or termination of the contract. The Engineer-in-charge 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 not with standard whether the contractor is present or not. Any claims as regards measurement which the contract is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-in-charge as aforesaid and if no such claim is received the contractor shall be deemed to have waived all claims regarding above measurement and any claim made thereafter shall not be entertained.

**39. Suspension of work :**

- i) The company shall have power to suspend the work or any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and on such manner as may be specified therein, on account of any default on the 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 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 during such suspension. The contractor shall carry out the instructions given in this respect by Engineer-in-charge and if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutual agreed terms.
40. If the progress of work or any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally either wholly or partly at the risk and cost of contractor.. The certificate to be issued by the Engineer-in-Charge 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.
41. The contractor shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor to remove from the worksite any men of the contractor who in his opinion is undesirable.
42. **Non-discloser / Confidentiality Clause:**  
The bidder will not at any time during the pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.  
CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of others, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement/ award of work/ execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

\*\*\*\*\*

## **FORMAT**

### **DECLARATION TO BE GIVEN BY THE BIDDER ON HIS LETTERHEAD**

\*I/we have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSU's.

\*I/We have been banned by the organization named “.....”  
for a period of ..... year/s, effective from ..... to ..... .

I/we accept all the terms and conditions mentioned in the tender/quotation document.

**SIGNATURE OF THE BIDDER**

(With Seal)

\*Delete whichever is not applicable.

**Annexure-II**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD  
REGIONAL INSTITUTE-IV  
KASTURBA NAGAR, JARIPATKA  
NAGPUR-440014**

**Name of work:- Supplying, installation, testing and commissioning of  
Submersible Pumpset at Durgapur Camp( Dist: Chandrapur)  
of CMPDI, RI-IV, Nagpur**

**SCOPE OF WORK AND QUANTITY**

S. No.	Description	Unit	Qty.
1	Supplying 5 HP, 3 phase, 415 Volt Submersible Pumpset (motor and pump) suitable for discharge of min. 9000 LPH at 90 meter head (max. head not less than 120 m), 150 mm. dia. Borewell. (Pumpset shall be of reputed make with stainless steel stage casing, chrome steel impeller and pump & motor shaft. The pumpset shall be covered by manufacturer's warranty for 1 (one) year.)	Nos.	1
2	Supplying m.s. adaptor for coupling of pump to pipe	Nos.	1
3.	Supplying Garware rope, 12 mm dia.	m	90
4.	Supplying CPVC column pipe, 3 m length, 50 mm. dia.	Nos.	1
5.	Lowering of the pumpset in the borewell alongwith existing column pipes, cable, rope to the required depth (about 70 meter). Joining of pipes and other accessories, connection of cable, tying of rope and other associate works. Testing and commissioning of the pump.	LS	1



# PART –II

## PRICE BID

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD.  
REGIONAL INSTITUTE-IV  
JARIPATKA, NAGPUR-440014**

**Quotation Notice No.:**

**Name of work:- Supplying, installation, testing and commissioning  
of Submersible Pumpset at Durgapur Camp(Dist:  
Chandrapur) of CMPDI, RI-IV, Nagpur**

**BILL OF QUANTITY**

S.No.	Description	Unit	Qty.	Rate	Amt.
1	Supplying 5 HP, 3 phase, 415 Volt Submersible Pumpset (motor and pump) suitable for discharge of min. 9000 LPH at 90 meter head (max. head not less than 120 m), 150 mm. dia. Borewell. (Pumpset shall be of reputed make with stainless steel stage casing, chrome steel impeller and pump & motor shaft. The pumpset shall be covered by manufacturer's warranty for 1 (one) year.)	Nos.	1		
2	Supplying m.s. adaptor for coupling of pump to pipe	Nos.	1		
3.	Supplying Garware rope, 12 mm dia.	m	90		
4.	Supplying CPVC column pipe, 3 m length, 50 mm. dia.	Nos.	1		
5.	Lowering of the pumpset in the borewell alongwith existing column pipes, cable, rope to the required depth (about 70 meter). Joining of pipes and other accessories, connection of cable, tying of rope and other associate works. Testing and commissioning of the pump.	LS	1		
	TOTAL				

**Total Amount in words: .....**

**Note: 1. Service tax shall be applicable separately as per Govt. rules and status of Bidder.**

**Name & Address of tenderer:**

**Sign. of tenderer  
with seal**