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A Mini-Ratna Company

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**QUOTATION DOCUMENT
FOR
ANNUAL MAINTENANCE CONTRACT OF THE
TELEPHONE SETS AND ASSOCIATED CABLING
WORK OF THE INTERCOM EPABX SYSTEM
FOR 2 (TWO) YEARS AT CMPDI, RI-IV, NAGPUR**



MAY, 2017

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LTD.

(A Subsidiary of Coal India Ltd.)

Regional Institute-IV, Jaripatka,

Nagpur – 440014 (Maharashtra)



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, काँके रोड, राँची - 834 031, झारखंड (भारत)
क्षेत्रीय निदेशक का कार्यालय
क्षेत्रीय संस्थान-४, कस्तूरबा 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

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Ref. No. CMPDI:RI-IV:E&M:2017-18:1795-99

Dated: 30.05.2017

QUOTATION NOTICE

Sealed quotation in two parts are invited for the work of “ **Annual Maintenance Contract of the Telephone Sets and associated cabling work of the Intercom EPABX system for 2 (two) years at CMPDI, RI-IV, Nagpur**”

Quotation Notice No.	Quotation Notice No. 03 of 2017-18 dt.30.05 .2017
Estimated cost for two years	Rs. 138300.00 (excluding service tax)
Tender Fee	Nil
Earnest money deposit (EMD)	Rs. 1383.00
Issue of tender document	30.05.2017 to 10.06.2017
Last date for submission of tender	12.06.2017 up to 3.00 PM
Date of opening of tender	12.06.2017 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 10.06.2017 . Quotation document can be downloaded from our website www.cmpdi.co.in from 30.05.2017 upto 10.06.2017 (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

PART – I

DETAILED TENDER NOTICE

Sealed quotations are invited from the reputed and experienced parties for the work of **“Annual Maintenance Contract of the Telephone sets and associated cabling work of the Intercom EPABX System for 2 (two) years at CMPDI Complex at Jaripatka, Nagpur-440014.”**

1.0 SUBMISSION OF TENDER:

- i) Tender must be submitted in sealed covers, which must be superscribed with the Tender Number and the date of opening. All the envelopes containing the tenders shall be properly sealed.
- ii) **Envelopes stapled shall not be accepted.**

2.0 THE ELIGIBILITY CRITERIA FOR THE WORK IS AS FOLLOWS:

To qualify for opening of price bid, the tenderer i.e., an individual/ proprietorship firm, partnership firm/ company registered under Companies Act must submit the following documents along with his tender :-

- a) Proof of having in his own name experience of having successfully completed similar works, as a prime contractor, during last seven years ending 30.04.2017 should be any of the following :-
 - (i) three similar completed works each costing not less than the amount equal to 40% of estimated amount, i.e, Rs. 55320.00
 - Or
 - (ii) two similar completed works each costing not less than the amount equal to 50% of estimated amount, i.e, Rs. 69150.00
 - Or
 - (iii) one similar completed work costing not less than 80% of estimated amount, i.e, Rs. 110640.00

Similar work means experience of execution of AMC of telephone sets and associated cabling work of intercom EPABX system in any PSU / Semi Govt. /Govt. organization/reputed private company.

The intending tender must submit documentary evidence / proof in support of above in the form of self certified (i) work completion certificate indicating executed value of work and period of work. The Work Order, TDS certificate/ Bill of quantity be submitted during clarifications, if any
- b) Average annual financial turnover during last three years ending 31st March' 2017 should be at least 30% of estimated amount, i.e, Rs. 41490.00.

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

- ..
- c) Self attested photocopy of registration with appropriate Sales Tax/ VAT authorities possessed by the bidder.
- d) Self attested photocopy of Service Tax registration certificate (not applicable for small service provider) possessed by the bidder.

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

- d) Self attested photocopy of PAN card possessed by the bidder.

Quotation not containing the supporting documents as stated above shall be rejected outrightly.

3.0 The tender should be submitted in sealed envelopes as under.

Envelope No.	Envelope to Contain	Envelope to be superscribed
Envelope No.1	TECHNO – COMMERCIAL- PART – I. 1) Documents to be submitted by the bidder as per requirement of qualifying criteria as stipulated in clause no.2.0. 2) Declaration regarding banning / delisting/acceptance of NIT terms and conditions 3) Complete set of tender documents, duly filled in and signed on all pages and at different places as required of the tender documents including Part I & Part II of the tenders as per the tender notice as applicable. 4) Earnest money deposit (as specified hereafter)	Tender Number and the date of opening and marked as “PART-I”. (TECHNO-COMMERCIAL BID)
Envelope No.2	Price bid only, properly sealed.	Tender Number and the date of opening and marked as “ PART-II (PRICE BID)”.
<i>The above two envelopes, duly sealed, should be put in a bigger envelope superscribed with tender number and due date of opening.</i>		
The envelope containing the two envelopes mentioned above superscribed with the Tender Number and the date of opening, should be dropped in the Tender Box kept in “D-28, E&M Department, CMPDI Complex, Kasturbanagar, Jaripatka, Nagpur-440014”. Shri G.K. Sharma , H.O.D. (E&M) is the contact person for this tender.		

4.0 Banned or de-listed contractors, acceptance of NIT terms and conditions :

4.1 The bidder would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs and they accept all terms conditions of NIQ as per Format given at page-17 of Part-I. 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.

5.0 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.

6.0 Any addendum/corrigendum/date of extension etc. in respect of Quotation shall be issued on our website www.cmpdi.co.in only. Bidders are, therefore, requested to visit our website regularly to keep themselves updated.

7.0 The price bids of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened.

8.0 The bidder(s) or their authorized representative may attend the opening of Part-I and Part-II of the Tender.

8.0 Each page of the Quotation Document should be signed by the tenderer and submitted in Part – I of the offer as a token of acceptance of NIQ Terms & Conditions. This will not contain any alternative items or suggestions, comments or conditions.

9.0 EARNEST MONEY DEPOSIT (EMD)

9.1 Earnest money can be deposited with HOD (Finance), CMPDI Ltd., RI-IV, Nagpur by Demand Draft drawn in favour of CMPDIL, Regional Institute-IV, Nagpur, on any Scheduled Bank payable at Nagpur.

9.2 D/D for EMD is to be submitted in a separate envelope along with the tender. Earnest Money/Bid security of the unsuccessful bidder shall be refunded as promptly as possible after finalization of the tender and shall bear no interest.

9.3 No tender shall be considered unless accompanied by the said earnest money.

9.4 The earnest money will be retained in the case of successful tenderer and in case of unsuccessful tenderer, the same shall be refunded in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be adjusted against performance security deposit.

9.5 Mere issuance of tender documents will not make the tenderers eligible for the work. The tenderer should satisfy himself that he qualifies for the work as per eligibility criteria

given in this tender notice. CMPDIL reserves its right to reject any or all quotations without assigning any reason whatsoever

10.0 IMPORTANT NOTE :

- a. The complete offer should be in the letterhead of the tenderer wherever specified. If firm's letterhead is not sufficient to accommodate technical and price details, paper of larger size can be appended to the main page and such sheets should be signed by the tenderer and duly stamped.
- b. If tenderer disclose its price in the techno-commercial bid (Part-I), the offer will be resealed and will be treated as invalid offer.
- c. Tenderers are requested to submit their offer complete in all respect maintaining Serial Number of the items, terms and conditions as per tender document along with supporting documents failing which the offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained.
- d. All pages of the tender in Part-I (Techno-Commercial Bid) and Part-II (Price Bid) including all enclosures submitted with the tender, are to be submitted duly signed and stamped.
- e. Offers received without signature and seal on all pages in Part-II (Price Bid) shall be rejected.
- f. Quotations, erased and over written, will be summarily rejected unless correction is authenticated with the tenderer's signature.
- g. Conditional offer will not be considered
- h. The rate quoted must be firm till completion of work.
- i. The rate offered should be given both in words and figures.
- j.
 - i) Discount, if any, shall be mentioned. Conditional discounts, including quantity discounts, will not be considered for evaluation of Total Price. Cash discounts or,
 - ii) prompt payment discounts will also be treated on 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.
- (l) Any correction must be authenticated only by the person who has signed the offer. Quotation erased or overwritten are liable to be rejected.

- k. Any difference detected in the Tender (s) submitted resulting from:
- i) Discrepancy between description in words and figures, the price, which corresponds to the words quoted by the contractor / tenderer, shall be taken as correct.
 - ii) Discrepancy in the amount quoted by the contractor / tenderer due to calculation mistake of the unit price and quantity, the unit price shall be regarded as firm and amount corrected.
 - iii) Discrepancy in totaling or carry forwards in the amount quoted by the Contractor / Tenderer shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tenderer / tenderer(s).

10.1 REJECTION OF OFFER :

- a) The company reserves the right to accept or reject the offer or consider part of the offer without assigning any reason what so ever.
- b) CMPDI also reserves the right to reject any offer, which does not contain all the information required in the NIT, without assigning any reason thereof.

10.3 DEVIATION: Deviations sought by bidders, whether these are Commercial or Technical deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them on the covering letter or in any other documents than the prescribed schedules may render the bidder itself non-responsive.

10.4 LATE RECEIPT OF TENDER :

- a) Tender which has not been received on the due date and before the deadline of submission of the tender, the same will not be considered. No relaxation in this respect will be entertained.
- b) Tenders will be received in the Tender Box kept at the office of H.O.D.(E&M) .Tenders submitted by any other means will not be accepted.

10.5 Unsolicited correspondence will not be entertained after closing date of the tender.

10.6 Tender submitted with terms and conditions not in line with above, may not be entertained. CMPDI reserves the right to place order on successful tenderer as per its own terms and conditions.

10.7 Tenderers are requested to go through the complete Tender Document including Technical details and commercial terms and conditions thoroughly before

submitting their offer. In the event of the tenderer remaining silent on any terms and conditions of NIQ, it will be presumed that the tenderer(s) have accepted such terms and conditions. Any deviation in technical details and commercial terms should be specified very distinctly indicating corresponding serial number of NIT (Technical and Commercial).

10.8 Tender Documents are not transferable. Tenders once submitted will not be returned.

10.9 CANCELLATION OF THE TENDER : The company reserves the right to cancel the whole tendering process at any stage without assigning any reason what so ever..

10.10 Destination / Place of work tendered : CMPDI Complex, Kasturba Nagar, Jaripatka, Nagpu

11.0 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.

12.0 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.

The service tax will be reimbursed on production of document for the payment as per service tax rate applicable by the Govt.

13.0 The bidder shall quote for all the items of the BOQ. If it is found after opening of the Price Bid that the bidder has not quoted for all the items of BOQ, his bid will be considered as invalid.

14.0 L-1 will be decided on overall quoted value (i.e., cost to company) The overall lowest tenderer shall be considered for award of work.

15.0 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.

16.0 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.

17.0 The AMC (Annual Maintenance Contract) shall be valid for a period of two years from the date of commencement of work.

18.0 The itemwise rate quoted by bidders shall be applicable for both first and second year of AMC. No escalation in rate will be allowed during the entire contract period of 2 (two) years. However, applicable service tax will be admissible.

19.0 The offer shall be valid for 120 (one hundred and twenty) days from the date of opening of tender.

20.0 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.

21.0 In the event of any discrepancy between the description in words and figures in the Price Bid, the descriptions in words shall prevail.

In the event of discrepancy between total amount quoted for the work and the total amount arrived from the itemwise rates, the itemwise rates shall prevail for arriving at total amount.

22.0 **Late receipt:** - Offers received after the due date and time will not be accepted.

23.0 The bidder shall comply with all the statutory requirements of various acts of India as well as circular /guideline issued from CIL/ CMPDI in respect of the work.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 **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.

29.0 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.

SCOPE OF WORK

1.0 GENERAL :

CMPDI Ltd, Regional Institute –IV, Nagpur is having its office cum residential complex located at Kasturba Nagar, Jaripatka, Nagpur. An EPABX System is installed in the office complex which cater the need of communication system. This EPABX System with facility for 176 line has been procured on rental basis from M/s BSNL and the maintenance is being looked after by M/s BSNL. There are approximately 160 Nos. of extension lines/ numbers, distributed among the office and quarters through a cabling network.

The Tenderer are required to visit the site and understand the complete cable network and scope of work before submitting the tender.
The AMC is for a period of two years.

2.0 Brief Details of Intercom Telephone network of CMPDI Complex:-

The EPABX System is installed at the exchange room, located at the ground floor of office Building of CMPDI Office complex. The underground cables are laid up different buildings of the office and quarters. These underground cables are of different pair (100 pair, 50 pair, 20 pair etc). At each building, junction box are placed at the terminal point of the underground cable.

Presently, all the quarters are receiving telephone through a PVC wire, single pair, in PVC pipe from the junction point to the mid section of the drawing hall of the quarters.

3.0 BILL OF QUANTITY :

Sl. NO.	PARTICULARS	Unit	Quantity
1	Annual Maintenance Contract for the telephone sets and associated cabling work of the EPABX system along with cleaning of telephone handsets with cream and putting perfume (quarterly)	Extension/No.	160 .
2.	Repair of telephone hand set per year	Sets	50
3.	Supply and replacement of Rx/Tx wire (spiral wire/ hand set cord) for the telephone set per year	Sets	50
4	Supply and replacement of Extension wire/ Line cords (from rosette box to hand set) for the telephone set per year	Sets	50
5.	Supply and replacement of single line rosette box per year	Sets	50

6	Supply & Replacement of damaged PVC pipe (20mm dia.), saddle used for telephone wiring per year	Meter	200
7	Supply & Replacement of faulty PVC telephone wire with PVC 2 pair telephone wire used for telephone wiring per year	Meter	250
8	Supply & Replacement of faulty telephone Drop wire. per year	Meter	300
9	Supply & Replacement of GI wire 18 SWG wherever required. per year	Meter	200 .

The tenderer are requested to quote the items rate along with labour cost individually for each item. The award of work shall be done on overall composite basis (on maximum quantity) to overall technically & commercially qualified L-1 party.

The successful tenderer shall furnish all materials and accessories and services specified herein to complete this AMC work. The work shall have to be completed and operative in detail. Tenderer should quote their rates excluding the impact of service tax.

Note : 1)The rate per unit for item no. 1 means Annual Maintenance Rate for each Extension/No. Therefore, for arriving the amount for two years Rate per unit shall be multiplied by the quantity and 2 (for two years) i.e., Rate per unit x Quantity x2.
2).The rate per unit for Item nos. 2 to 9 means Rate per Set or Meter as applicable. Therefore, for arriving the amount for two years Rate per unit shall be multiplied by the quantity and 2 (for two years) i.e., Rate per unit x Quantity x 2.

TERMS AND CONDITIONS OF AMC:

1.0 Terms of the Agreement:

AMC shall be valid for a period of 2 (two) years from the date of commencement of work.

2.0 Scope of Service:

Successful tenderer agrees to provide the services in respect of the telephone sets and associated cabling work of EPABX system as described in scope of work.

3.0 Modus operandi of this agreement:

Scope of Service:

The service support will be provided in response to the service request placed by CMPDI at successful tenderer's office or in any mutually agreed manner and location.

The service will be administered in a manner so as to adhere to the following agreed standards.

Hours of support:

The successful tenderer will provide contact mobile/fax/telephone number for reporting of the fault. The hours of the service shall be eight hours (between 9.30 AM to 5.30 PM) on all working days except on holidays and Sundays.

Successful tenderer will provide response and repair within 48 (forty) hours for all minor faults during office hours.

Successful tenderer will provide response and repair within 7 (seven) days for all major faults during office hours.

4.0 Maintenance Charges:

The AMC rate for the above jobs will be as per offer of successful tenderer, inclusive of all taxes & other statutory duties (except service tax), traveling expenses of service engineer for service visit and repair visit as per scope of work. The service tax will be reimbursed against documentary evidence of payment of such service tax to government exchequer.

5.0 Terms of Payment:

The payment of running bill will be made on quarterly basis. After the end of a quarter, the bill will be raised by the successful tenderer. The same shall be paid within 21 days after a certification of the satisfactory performance during that quarter from HOD (E&M) or his representative/ Engineer-in-charge. The payment will be made by way of e-payment in favour of the successful tenderer

All the items (Sl. No .1 to 9) are variable in nature.

The quantity of the items i.e from Sl. No. 2 to 9 in scope of work are only the maximum quantity estimated for consumption for one year. Payment shall be made for these items as per actual consumption on quarterly basis along with AMC bill. Payment for item no. 1 shall be made as per actual.

6.0 Maintenance work is to be carried as per the instructions of the HOD (E&M) or his representative/ Engineer-in-charge.

7.0 Items to be provided under Sl. No. 2, to 9 in scope of work, shall be of good quality and approved by the HOD (E&M) or his representative/ Engineer-in-charge.

9.0 Jointing of telephone cable (multipair) using jointing kit is not covered under the scope of work.

8.0 Maintenance of Records:

Successful tenderer shall maintain a record for fault repair/ maintenance from time to time against all the fault repair and countersigned by the telephone holder/Engineer-in-charge. One copy of such report/record shall be handed over to the HOD (E&M) or his representative/ Engineer-in-charge.

9.0 Penalty Clause :

The delay in rectifying the fault will attract a penalty of Rs.200/- per day for any type of fault, if it is not cleared within the stipulated time as given above. The period will be counted from the time the fault is reported to successful tenderer over telephone/fax excluding the holidays. The penalty amount will be deducted from the subsequent bill or Security Deposit.

10.0 Before quoting their rates for AMC, tenderer are requested to visit the office and see the EPABX system along with total wiring/cabling installation in CMPDI Complex.

11.0 The tenderer must have service centre at Nagpur having complete infrastructural facilities to support the service at local level.

12.0 Successful tenderer will carry out servicing of all telephone sets and associated cabling system under the contract as per the schedule given by the CMPDI, RI-IV, Nagpur with a minimum four visits per year for the routine maintenance.

13.0 Emergency visit : Successful tenderer will attend for repair and service of telephone complaint whenever called for by our office for which AMC holder will not be paid any allowance and the travelling expenses .

14.0 It will be at the discretion of CMPDI to increase or decrease nos. of telephone extensions/ Nos. during the AMC period at the same rate & terms and conditions of the contract. The payment for increased no. of telephone extensions/Nos. will be done on quarterly services completed.

15.0 Delivery : If required the telephone sets can be taken to AMC holder's workshop at Nagpur for repairs and the same should be repaired and delivered to us within seven days.

16.0 All the telephone extension/no. will be handed over in working condition.

17.0 The AMC holder shall take all safety measures during the maintenance work of the telephones and associated works and will be solely responsible for this.

18.0 5% Performance Security and 5% Retention Money will be refunded after completion of entire work to the satisfaction of CMPDI, RI-IV..

19.0 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.

20.0 Extra items of work if any connected with the functioning of the telephone system will be within the scope of work. The payment for extra item of work will be made on the basis of standard analysis of rate of CPWD based on prevalent market rate.

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.

GENERAL TERMS AND CONDITIONS

1.0 Definitions

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

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

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.

2.0 Security Deposit :

2.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest

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

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of CMPDI,RI-IV Nagpur on any scheduled Bank payable at its Branch at.....

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The bid security deposited in the form of Demand draft/cash shall be adjusted against the security deposit.

If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

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

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.

- 2.3** All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.
- 2.4** The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50,000/- and the Bank Guarantee shall also be valid for a minimum period of one year or the period of contract plus the period of retention of security deposit (as described hereafter) or six months whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from the amongst the list of Banks (Scheduled Banks) provided in the bid document.
- 2.6** The company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.
The refund of security deposit shall be subject to company's right to deduct appropriate its due against the contractor under this contract or under any other contract.
- 2.8** 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.

30.0 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.

31.0 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.

32.0 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.

33.0 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.

34.0 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.

35.0 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.

PART –II

PRICE BID

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

Quotation Notice No.:

Name of work :- Annual Maintenance Contract of the Telephone Sets and associated works of Intercom EPABX system for 2 (two) years at of CMPDI, RI-IV, Nagpur

BILL OF QUANTITY

S.No	Particulars	Unit	Qty	Rate per unit	Amount (for two years)
1.	Annual Maintenance Contract for the telephone sets and associated cabling work of EPABX system alongwith cleaning of telephone handsets with cream and putting perfume (quarterly).	Extension / No.	160		
2.	Repair of telephone hand set per year	Sets.	50		
3.	Supply and replacement of Rx/Tx wire (spiral wire/handset cord) for telephone set per year	Nos.	50		
4.	Supply and replacement of extension wire/ Line cords (from rosette box to handset) for the telephone set per year	Nos.	50		
5.	Supply and replacement of single line rosette box per year	Nos.	50		
6.	Supply and replacement of damage PVC pipe (20mm dia.), saddle used for telephone wiring per year	Mtrs	200		
7.	Supply and replacement of faulty PVC telephone wire with PVC 2 (two) pair telephone wire used for telephone wiring per year	Mtrs	250		
8.	Supply and replacement of faulty telephone drop wire per year	Mtrs	300		
9.	Supply and replacement of GI wire 18 SWG wherever required per year	Mtrs	200		
	TOTAL (for two years) in figure:				
	TOTAL (for two years) in words:				

Note: The amount (for two years) should be arrived as explained at page no.13 of NIQ.

SIGN & SEAL OF BIDD