

**TENDER DOCUMENT**  
**FOR**  
**PURCHASE OF FOOTWEAR FOR ENTITLED**  
**EMPLOYEES OF CMPDI, RI – I OFFICE &**  
**DRILLING CAMPS**

**(PART -I)**



**August, 2017**

**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**



**cmpdi**

A Mahatma Company

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**

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Ref. No. : CMPDI/RI-I/S&P/Footwear/13/17-18/347

Date: 10.08.2017

**NOTICE INVITING TENDER**

Sealed tenders are invited from reputed brand outlets like Bata/Sreeleather/Liberty/Action/Khadims etc for purchase of foot wear as per schedule of requirement for entitled employees of CMPDI RI-I office & Drilling Camps.

a) Tender Fee : **Nil**

b) Earnest Money : **Nil**

c) Date of Commencement of sale of Tender Documents : **10.08.2017 (from 10.30 AM to 1.00 Noon)**

d) Last date of sale of Tender Documents : **24.08.2017 upto 1:00 Noon.**

e) Last date & time for submission of offers : **24.08.2017 upto 03:00 PM.**

f) Due date & time of opening of Offers : **24.08.2017 at 04:00 PM**

g) Validity Period of Offer : Three months from the date of opening

h) Type of Tender : **Two Part**

i) Estimated Cost & Rates : Rs 47320.00

Sl. No.	Type of Foot Wear	Qty. (Pairs)	Unit Rate (Rs) (Including GST)	Amount (Rs)
1.	Black Leather Shoe upper calf leather with PVC Antiskid Sole	42	926.00	38892.00
2.	Brown Leather Moccasins	2	1390.00	2780.00
3.	Brown Leather Boots with Toe with antiskid PVC sole	2	1669.00	3338.00
4.	Black Leather Ladies' Chappal with Rubber Sole	7	330.00	2310.00
Total				47320.00

**NOTE:**

1. **BIDDERS MUST SUBMIT THEIR OFFERS IN LINE WITH THE TERMS & CONDITIONS OF THIS NIT.**
2. **SINCE THIS IS AN ITEM RATE CONTRACT, BIDDERS MAY QUOTE FOR ANY OR ALL THE ITEMS IN SCHEDULE OF REQUIREMENT. HOWEVER, THE BIDDERS MUST QUOTE FOR THE TOTAL QUANTITY REQUIRED FOR THE PARTICULAR ITEM FOR WHICH BID IS PLACED. NO DEVIATIONS IN TYPE, COLOUR OR SIZE WILL BE ENTERTAINED.**
3. **IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.**
4. **BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. HOWEVER, AUTHORISED REPRESENTATIVES MUST PRODUCE A POWER OF ATTORNEY IN THEIR FAVOUR.**

Tender document can be obtained from the office of **HOD (S & P)**, CMPDI, RI-1, Asansol from **10.30 AM to 1.00 Noon** on all working days from **10.08.2017** to **24.08.2017**.

Tender documents can also be downloaded from CMPDI'S website [www.cmpdi.co.in](http://www.cmpdi.co.in) & Government website [www.tender.gov.in](http://www.tender.gov.in) during the period from **10.08.2017** to **24.08.2017**. Bidders shall be solely responsible for the correctness of the downloaded tender document.

In case of any discrepancy between the tender document 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.**



10/08/17  
HOD (S & P)

**SCHEDULE OF REQUIRMENT**

Sl.No.	Type of Foot Wear	Sizes (AS PER BATA SHOES)	Qty (Pairs)
1.	Black Leather Shoe upper calf leather with PVC Antiskid Sole	5	5
		6	7
		7	12
		8	12
		9	3
		10	2
		11	1
2.	Brown Leather Moccasins	7	2
3.	Brown Leather Boots with Toe with antiskid PVC sole	9	2
4.	Black Leather Ladies' Chappal with Rubber Sole	3	1
		4	1
		5	2
		6	3

NOTE: SHOE COMPANIES OTHER THAN BATA, IF FOLLOWING DIFFERENT SIZE STANDARD / SYSTEM, MUST BEAR RESPONSIBILITY FOR SUPPLY OF EQUIVALENT SIZE OF BATA SHOES.

## 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**

Should contain all Techno-Commercial terms & conditions **except price**.

- a) Commercial Terms & Conditions
- b) Samples of foot wear.

#### **PART- II**

- a) The second part of the tender shall consist of details of **PRICES ONLY**. The price bids of only those bidders whose offers in **PART - I** are found to be techno-commercially acceptable will be opened. The price - bid must be type-written on bidder's letterhead as per the format given below –

Type of Shoe	Trade Name / Model (if any)	Required Size as per BATA Standard	Size as per bidder's standard	Quantity (Pairs)	Rate Cost/ Unit (Exclusive of GST) (₹)	Less: Discount If any (₹)	Rate of CGST/S G/ GST/IGST / Cess in % and ₹)	Net Cost per Unit Inclusive of GST (₹)	Total Cost (₹)	Manufacturer's Warranty (Months)
As mentioned in Schedule of Requirement										

To be type – written on bidder's letterhead and submitted in Part – II (Price – bid). Please do NOT write anything here.

Since this is an item rate contract, bidders may quote for any or all the items in schedule of requirement. However, the bidders must quote for the total quantity required for the particular item for which bid is placed. No deviations in type, colour or size will be entertained.

**ENVELOPE NO. 1 (PART-I)** containing techno-commercial bid and the **ENVELOPE NO. 2 (PART-II)** containing price bid, should be properly sealed and put inside a bigger envelope. Samples (single foot of any one of the required sizes) identifiable with suitable tags should be submitted separately in a sealed bag. All the envelopes / bag containing samples should be properly sealed and super-scribed with the Tender no., Date & Time of Opening and should also indicate the heading i.e. **PART-I, TECHNO-COMMERCIAL BID, PART – I, SAMPLES** and **PART – II, PRICE BID** and mentioning the purpose, "Purchase of Foot Wear as per schedule of requirement for entitled employees working at CMPDI RI-I & Drilling Camps". The bids should be dropped in the **TENDER BOX** kept in the office of the **HOD (S & P)**, CMPDI, RI-1, Asansol. Samples should be submitted separately to authorized personnel. **IF BIDDER DISCLOSES HIS**

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. Techno – commercial terms (Part – I)**

- i) **Authorized Dealership:** Bids must contain a self - attested and stamped copy of valid Authorized Dealership of Bata / Sreeleather/ Khadim / Liberty / Action
- ii) **PAN :** Bids must contain a self-attested and stamped copy of valid PAN card
- iii) **GST:** CMPDIL, RI-1, Asansol have GSTIN No- **19AAACC7475N1Z1** having address - CMPDI LTD , REGIONAL INSTITUTE-I, G.T ROAD ( WEST) , ASANSOL- 713304 ( West Bengal).

**Details of GST Registration of the bidders (to be filled by Bidders)**

Name of Bidders as per GSTIN Information	GSTIN No of Bidders	STATE in which is Registered	Type of Registration ( Regular/ Composition scheme/ Exempted From Registration) <b>( To be clearly mentioned by Bidder)</b>

The bids must include the following information:

- a) **Copy of GST Registration certificate towards GST duly self-attested, if applicable**
- b) **Copy of exemption certificate towards GST/SGST/IGST duly self-attested, If applicable.**

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/ section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If bidder is exempted from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakhs then bidder has to submit the copy of Notification along supporting documents which prove that turnover of their business is less than 20 Lakhs and certificate from practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Aggregate turnover from all business is less than 20 Lakh, hence he is exempted from Registration under GST Act, 2017.

- c) If bidder is eligible for charging lower than the normal rate is applicable (**where Bidder has opted Composition Scheme**), then bidder has to submit the authentic documents for such.

- d) The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.
- e) In case of COMPOSITION TAX, the supplier is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the supplier that "composition taxable person not eligible collect tax on supplies" The supplier shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.
- f) The supplier also shall comply the provisions of GST including "Anti Profiteering clause" of GST.
- g) The bidder shall indicate their GST Reg. No and should submit GST Reg. Certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-1.
- h) The tax invoice raised by the supplier against the goods supplied must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of supply to CMPDI Ltd within the state of West Bengal.

Supplier shall ensure timely submission of correct invoice(s) as per GST rules/ regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST(CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier.

- i) In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount.

However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price.

In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.

- j) TDS : The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of goods or services.

- k) E-way Bill: The e-way bill, if any, required in connection with supply of goods shall be arranged by the supplier.

**3. ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE DULY SIGNED AND STAMPED.**

**4. Validity of Offer:** The offers must remain valid for at least 3 months from the date of opening of tender.

**5. Consignee:** General Stores, CMPDI, RI-I, Asansol-713304

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

**7. 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 enclose 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.

**8. Offers received after the submission time of the due date of the tender shall not be accepted.**

**9. 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 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 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.
- 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.

#### **10. 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 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 cessation 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.

**11. Inspection:**

Acceptance of supplied materials is subject to inspection by an authority to be deputed for the purpose at Consignee's end.

12. Bidders must indicate details of Guarantee/Warranty provided by the Manufacturer.

**13. 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 submission of requisite security deposit. **The payment shall be made by e-payment (RTGS/NEFT). Bidders are advised to submit duly filled up ECS mandate form given along with this NIT.**

**14. 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.

**15. PRICE FALL CLAUSE**

The prices charged 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.

16. 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.

**17. 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.**

**18. 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.

**19. ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.**

This issue with the approval of competent authority.

**MANDATE FORM**

To,  
Central Mine Planning & Design Institute Ltd.  
Regional Institute -I, G.T.Road (W),  
Asansol- 713304

Ref:- Authorization of all our payment through electronic fund transfer system /RTGS /CBS / Intra Bank transfer

We hereby authorize CMPDI Limited to make all our payments against our bills, Refund of earnest Money Deposit and Security Deposit, through Electronic Fund Transfer System /RTGS/CBS/Intra Bank Transfer.

The details for facilitating the payments are given below.

**(TO BE FILLED IN CAPITAL LETTERS)**

1. Name of the Beneficiary: \_\_\_\_\_

2. Address: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ PIN CODE \_\_\_\_\_

E-mail ID \_\_\_\_\_

Telephone No. (With STD Code) \_\_\_\_\_

Mobile No. \_\_\_\_\_

3. Bank Particulars

Bank Name	Branch Name		
		Bank Branch Code	
Branch Address	..... ..... PIN CODE .....		
	Telephone	No.	(with Code _____)
	FAX NO. (With STD Code).....		
9 digit MICR Code of the BANK Branch (Enclosed copy of a cancelled cheque)			
11 digit IFSC Code of beneficiary Branch			

Bank Account Number				
Bank Account Type (Tick One)	1. Saving      2. Current      3. Loan      4. Cash Credit 5. Others (If other ,specify)			
Permanent account number (PAN)				

6. CMPDI Vendor Code:

I/We hereby declare that the particulars given above are correct and complete .If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information . I/We would not hold the Company responsible. We also agree to bear the bank charges ,If any for enabling such transfer.

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name..... Date.....

#### BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank account No.....

With our branch and the bank particulars mentioned above are correct.

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name.....

Date...