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A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-1, G.T. Road West, Asansol-713304
CORPORATE IDENTITY NO. U14292JH1975G01001223

Ref.: CMPDI/RI-1/E&M/2019/ **1148**

Date: 24-Oct-2019

TENDER NOTICE

Sealed tenders are invited from Licensed Electrical contractors (of appropriate category) for "Arrangement of main switch and distribution system of different block in colony campus at CMPDI, RI-1, Asansol" as per price bid (ANNEXURE-I) and TERMS & CONDITIONS given in Tender document:

- a) Estimated value : **Rs.195817/-**
- b) Earnest Money : **Rs. 2450/- (Rupees Two Thousand Four Hundred Fifty only)**
- c) Date of Commencement of issue of Quotation Documents : **25-Oct-19**
- d) Last date of issue of Quotation Documents : **11-Nov-19**
- e) Last date & time for submission of offers : **13-Nov-19 up to 01:00 PM**
- f) Due date & time of opening of Offers : **13-Nov-19 at 03.30 PM**
- g) Type of Tender : **Single Part**
- h) Work Completion period : **45 Days**

IF THE TENDER IS NOT OPENED ON THE ABOVE DATE DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE. TENDERER OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.



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Tender document can be obtained from the office of **Dy. M (E&M)**, CMPDI, RI-1, Asansol during **10.30 AM to 4.00 PM** on all working days from **25-Oct-19 to 11-Nov-19**

Tender must be submitted in sealed covers super-scribed with the Tender Number and due date of opening, time etc.

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

Dy. 24/10/19
HOD (E&M)

DISTRIBUTION:-

1. RD, RI-1, Asansol.
2. Committee Member, RI-1, Asansol.
3. HOD (Fin), RI-1, Asansol.
4. OIC (P&A), CMPDI, RI-1, Asansol, with a request to arrange for display in the NOTICE BOARD
5. GM/HOD (E&M), ECL, Sanctoria with a request to arrange for display in the NOTICE BOARD.
6. Office Copy



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TERMS & CONDITIONS:

1. MODE & METHOD OF SUBMISSION OF TENDER

Tender must be submitted in sealed covers super-scribed with the Tender Number and due date of opening, time etc.

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

3. The offer shall be accompanied with the copies of dully signed and sealed:-

- a) GST Registration Certificate, if applicable.
- b) Photocopy of PAN
- c) Credentials for executing electrical work with supporting documents
- d) Electrical contractor license

Note:- 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 given by Bidders in format below on their letterhead)

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

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



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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.



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NOTE: a. ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.

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

4. Bidders may visit the work site before quoting the rates.

5.1 Deposit of EMD:

Earnest Money Deposit (EMD) can be deposited in the form of Demand Draft (DD) from any nationalized/scheduled Bank payable to "CMPDIL Regional Institute **Asansol**" payable at its Branch at **Asansol**.

5.2 Refund of EMD:

- a) The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.
- b) The EMD of un-successful bidder shall be released on finalization of tender.
- c) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- d) The earnest money deposit shall not carry any interest.

6. Withdrawal of Tender by Contractors:

Withdrawal of tender is permitted before the last date and time of submission. Tenders submitted/ modified within last date and time of submission shall remain valid up to schedule validity period. The tenderers will not have the option to withdraw offer within the validity period. If any tenderer withdraws his tender before the expiry of validity period or

makes any modifications in the terms and conditions of the tender which are not acceptable to the company, then the company shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money and also suitable action like banning, delisting etc. could be contemplated against such erring contractor by the company.

7. VALIDITY OF OFFER

The offers shall be valid for 120 days from the date of opening of tender.

8. PAYING AUTHORITY: HOD (F), CMPDI, RI-1, Asansol.

9. SECURITY DEPOSIT

9.1. Security Deposit shall consist of two parts:

- a. Performance security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest

9.2. Performance Security should be 5% of contract amount and must be submitted within 28 days of receipt of LOA/ work order by the successful bidder in the form of



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Demand Draft drawn in favour of **CMPDIL, Regional Institute, Asansol** on any Scheduled Bank payable at its Branch at **Asansol**

The bid security deposited in the form of Demand Draft shall be adjusted against the performance (1st part of Security Deposit) at bidder's option.

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/earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months

9.3. 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

9.4. 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.

Retention Money should be refunded after issue of No Defect Certificate.

9.5. 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.

9.6. Refund of Security Deposit: 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.

On completion of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No.9.3.

The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of twelve (12) months, subject to the following conditions:

Any defect/ defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of twelve (12) months or on its due extension till completion of the rectification works as required.

9.7. Additional Performance Security Deposit:

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.



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Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the estimated cost and quoted price.

Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This Additional Performance Security will not carry any interest and shall be released the following manner.

i. 30% of additional performance security will release after 60% of the total work is completed.

ii. 50% of additional performance security will release after 80% of the total work is completed.

iii. 100% of additional performance security will release after total work is completed.

10. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified

11. PAYMENT TERM

- a) **Payment will be made after successful completion of job and submission of pre receipted bill. The payment would be on the basis of actual work done.**

12. SUBMISSION OF BILL

Pre-receipted bill in triplicate along with signed Guarantee / Warranty Certificate are to be submitted to the concerned department. Payment shall be released on certified bills by the concerned authority.

13. COMPLETION

Time for Completion of Contract, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 13.1** If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing



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to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

13.2. If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ Half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company

13.3. The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.13.2.

13.4. The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

13.5. The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.



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13.6 In the event of such termination of the contract as described in clauses 13.2 or 13.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 13.2. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

13.7. The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

The job shall have to be completed within 45 (Forty-five) days from the date of commencement of the work.

.14. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

- a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 12 (twelve) months from the date of issue of defect liability certificate/completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 12 (twelve) months from the date of issue of defect liability certificate/completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

14.1 A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.



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15. FORCE MAJEURE CLAUSE

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

d) 16. Duties and Taxes

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in sates) payable by the bidder/Contractor under the contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and total bid price submitted by the Bidder. **Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed separately.**

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of Submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by company on the production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from contractor. The details of such duties, taxes and other levies along with rates shall be declared by bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation cess, if applicable. The payment of GST & GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the later submitting a Bill/invoice in accordance with provision of relevant GST Act and the rules made there under and after online filling of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the



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(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४

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bill/invoice. In such case, applicable GST will be deposited by CMPDIL directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule.

If CMPDIL fails to claim input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of the supplier/vendor of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to state) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

Note: In addition to all the above the contractor is personally liable for flouting to any law relating to labour including implementation of EPF. All safety requirements as per site condition is the responsibility of the contractor and any damage to person/property will be borne by the him at his cost and risk.

ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.

- a) **ANNEXURE – I (Price Format),**
- b) **ANNEXURE – II (Undertaking)**



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Annexure-1

S/N	DESCRIPTION	QTY.	UNIT	RATE (exclusive of GST) "Rs."	AMOUNT (exclusive of GST) "Rs."
1	Supply and fixing of single pole MCCB 40A/50A, Breaking Capacity Icu at 415 V, 25kA, Fixed Thermal & Fixed Magnetic setting (Ics = 50% of Icu) and Conforms to IS/IEC:60947-2. Make: Havells, L&T or equivalent.	45	No.		
2	Supply and fixing of Switch Disconnecter Fuse (Panel Mounting Cubicle Type) Three Pole & Neutral - AC- 23 A, 50 Hz, 415 V, Rating 160A (Conforms to IS/IEC:60947- Part 1 & 3). Make: Havells, L&T or equivalent.	1	No.		
3	Supply of Bakelite fuse fittings, Rating 63A & 440V.	6	No.		
4	Supply and fixing of Bus-bar Chambers, 4 WAY (TPN), Rating 63A, 440V.	19	No.		
5	New Transformer oil, Dielectric strength 50KV.	15	Ltrs.		
6	Supply and fixing of MCCB Box (enclosure) for single pole 40/50A MCCB.	45	No.		
Total amount exclusive GST				Rs.:	
GST amount				Rs.:	
Total amount inclusive GST				Rs.:	

(Rupeesonly)



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ANNEXURE-II

UNDERTAKING

(To be declared by the bidder on his letter head during bid submission)

I
..... Partner/Legal Attorney Proprietor/Accredited Representative of
M/s. Solemnly declared that:

1. I/We are submitting Quotation for the work
.....
.....
.....
against Quotation Notice No. ----- Dated -----
2. I / Our Partners /Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.



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8. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs
(In case of JV, all partners are covered).
9. *I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency
or any Public Sector Undertaking.

OR

* I/We have been banned by the organization named "-----"
or a period of ----- year/s, effective from ----- to -----

10. If any information and document submitted is found to be false/ incorrect at any time,
department may cancel my/our Bid and action as deemed fit may be taken against
me/us, including termination of the contract, forfeiture of all dues including Earnest
Money and banning/ delisting of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

Signature of the Quotationer

Dated-----