



(केवल बिलासपुर न्यायालय के क्षेत्राधिकार के अंतर्गत)

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड
SOUTH EASTERN COALFIELDS LIMITED

(एक मिनी रत्न कम्पनी / A Mini Ratna Company)

पंजीकृत कार्यालय-सीपत रोड, बिलासपुर जिला—बिलासपुर (छत्तीसगढ़) 495006

REGD. OFFICE- SEEPAT ROAD, BILASPUR, DISTT.-BILASPUR (C.G)-495006

कार्यालय नगर प्रशासक, वसंत विहार कालोनी, सीपत रोड, बिलासपुर

दूरभाष सं०-07752-240361 (कार्यालय) फ़ैक्स नं.-246332

PART-I -BID

1. Name of Work : Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG).
2. Place of Work : Near by villages of Nipaniya
3. Tender Notice No. & Dated : SECL/BSP/TA&CD/ 2012/88, dated 19/01/2012
4. Earnest Money : ₹ 3000.00
5. Date & Time of submission of tender (i.e. Part-I & Part-II) : On or before 4.00 PM of 06/02/2012
6. Date & Time of Opening of Part-I Tender : 04.30 PM on 06/02/2012
7. Date & Time of opening of Price bid (Part-II) : Shall be communicated in due course after evaluation of Part-I tender.
8. Date of Issue of Tender Document :
9. Money Receipt No. towards cost of Tender Document. :
10. Approved for sale :

TO

TOWN ADMINISTRATOR
SECL: HQ BILASPUR



केवल बिलासपुर न्यायालय के क्षेत्राधिकार के अंतर्गत)

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NOTE: PART I CONTAINS **36** Nos. PAGES

IMPORTANT

The tenderer is requested to go through the complete tender document and understand the requirements for submission of credentials & required documents before the same are enclosed with their tender offer.

The tenderer must check “**Check List**” given in the tender document before submission of their tender offer.

INCOMPLETE AND/ OR INCORRECT INFORMATION / CREDENTIALS / DOCUMENTS / TENDER OFFER IS LIABLE FOR REJECTION.

Guidance for submission of credentials / documents along with offer (Must be checked / verified by the tenderer before submission of offer): -

1. Completion certificate for similar nature of works---

A. The certificate(s) of work should contain: -

- Details of client,
- Work order/ Agreement No.
- Value of work,
- Location of work
- Period of work
- Seal / Designation/Official address of certificate issuing officer.

B. **Copy of work order** to be submitted in support of corresponding certificate (s) along with the copy of Bill of quantity/Copy of bills (for verifying similar nature of works).

2. **Certificate for Annual financial turnover** Copy of yearly audited financial accounts with balance sheet and profit & loss account for the prescribed periods to be submitted.
3. Bye laws (नियमावली) of NGO.
4. List of qualified personnel working with the NGO
5. Affidavit must be in the prescribed format of the Tender Document.
6. Declaration that the bidder NGO has not been banned by any Govt authority / PSU will be required to be submitted by the bidder
7. Document of registration of NGO, of current validity, with appropriate Government Authority.
8. Income Tax Permanent Account Number (PAN)
9. Particulars of Service Tax Registration.

NOTE : The participating bidders will have to attend the office with originals of all the documents submitted for verification on 13/02/2012 positively. The bidder failing to comply will be considered as disqualification and bids will not be considered further.

I / we hereby declare that the above instructions have been gone through by me/ us along with the other provisions hereinafter given in the document and I / we have given all the documents along with the Part– I tender offer accordingly.

Signature of Tenderer

South Eastern Coalfields Limited

Office of the Town Administrator,
Town Administration and Community Development,
Civil Engineering Department,
Vasant Vihar Colony, Bilaspur (CG) 495 006 Ph.07752-240361

CHECK LIST OF DOCUMENT TO BE SUBMITTED BY THE TENDERERS ALONG WITH PART -I

- (1) NGO's registration details of current validity, if any.
- (2) Bye-laws (नियमावली) of the NGO.
- (3) Income Tax Permanent Account Number (PAN)
- (4) Particulars of Service Tax Registration, if Service Tax is applicable.
- (5) List of qualified personnel working with the NGO
- (6) Particulars of Registration/ Clearance from the appropriate Provident Fund authorities, if applicable.
- (7) Tenderers must submit the proof of Credentials for qualifying criteria.
- (8) Affidavit on non-judicial stamp paper of Rs. 10.00 in support of authenticity of credentials.
 - (6) **DECLARATIONS:** - Stating the firm is not banned or de-listed by any Govt. Or Quasi Govt. Agencies or PSUs. If this declaration is not given the bid will be rejected as non-responsive.
 - (7) Power of Attorney, if any.
 - (8) **CERTIFICATE:** Only for tenderers using downloaded tender document from Website.

NOTE: - All the above documents which are to be submitted along with Part – I of the tender should be certified/signed by the tenderers.

I / We hereby certify that I / We have gone through the above instructions and submitted all the documents accordingly.

NOTE : The participating bidders will have to attend the office with originals of all the documents submitted for verification on 13/02/2012 positively. The bidder failing to comply will be considered as disqualification and bids will not be considered further.

Signature of the Tenderer/s



“(केवल बिलासपुर न्यायालय के क्षेत्राधिकार के अंतर्गत)”

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड
SOUTH EASTERN COALFIELDS LIMITED

(एक मिनी रत्न कम्पनी / A Mini Ratna Company)

पंजीकृत कार्यालय—सीपत रोड, बिलासपुर जिला—बिलासपुर (छत्तीसगढ़) 495006

REGD. OFFICE- SEEPAT ROAD, BILASPUR, DISTT.-BILASPUR (C.G)-495006

कार्यालय नगर प्रशासक, वसंत विहार कालोनी, सीपत रोड, बिलासपुर

दूरभाष सं०—07752—240361 (कार्यालय) फैक्स नं.—246332

Ref. No. SECL/BSP/TA&CD/Tender/2012/88

Date: 19/01/2012

“ NOTICE INVITING TENDER ”

Sealed Tender in two envelope system are invited from eligible tenderers for the following works:

S. No.	Description of Work	Updated Estimated Cost (₹)	Period of Completion	Earnest Money (₹)	Application fee for Tender documents
1.	Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG).	2.87 Lakh	03 (Three) months	3000/-	₹ 250.00

1. ISSUE OF TENDER DOCUMENTS:

Tender documents will be issued individually on requisition in writing from the intending tenderers or their accredited representatives. Tender documents can be obtained from the **Office of the Town Administrator, Bilaspur (C.G.)**, at the above address on payment of the requisite application fee during working hours on any working day as per the dates mentioned below –

(i)	BEGINS ON	:	24/01/2012
(ii)	CLOSES ON	:	03/02/2012
(iii)	Last date for Receipt of application requisition for the purchase of Tender documents	:	02/02/2012

Application fee for tender document should be paid only in the form of cash or Bank Draft drawn from a Scheduled Bank//Nationalized Bank in favour of 'South Eastern Coalfields Limited' payable at Bilaspur (CG). The cash shall be deposited with the Chief Cashier, SECL; Bilaspur from 11.00 AM to 2.00 PM from Monday to Friday and from 11.00 AM to 12.00 Noon on Saturday and cash receipt obtained should be produced for obtaining tender documents.

2. THE ELIGIBILITY /QUALIFYING CRITERIA FOR THE WORK:

The basic minimum eligibility criteria for the purpose of evaluation of offers received will be as under:-

- 2.1 The intending tenderer must have in its name experience of having successfully completed similar works during last 7(seven) years ending last day of previous month, documentary evidence in support of this requirement is to be submitted.
- 2.2 Audited financial accounts with balance sheet for last three years will have to be submitted

Contd.....

2.3 Similar nature of work: Social Survey work.

The intending tenderer must submit documentary evidence in support of (2.1), (2.2) & (2.3) above in the form of certified copy of work order, completion certificate, payment certificates/vouchers indicating the period of work for which the payment has been made.

In addition, the intending tenderer has to submit the following:

- (i) Permanent Income Tax Account Number
- (ii) Particulars of Registration/Clearance from the appropriate Provident fund Authorities, if applicable.
- (iii) Particulars of Registration with appropriate Service Tax Authorities, if applicable.
- (iv) Copy of following documents:
 - (a) Registration of NGO, of current validity, with appropriate Government Authority.
 - (b) Bye-laws ((नियमावली) of the participating NGO.
 - (c) List of qualified personnel working with the NGO.
 - (d) Affidavit / enclosed as Annex "B" on a non judicial stamp paper of Rs.50.00, in support of the authenticity of the credentials/certificates submitted by him/them (as enclosed in tender document).

Copies of all the certificates submitted, should be duly authenticated by the bidder.

3. A pre- bid meeting with the prospective bidders will be held on 04/02/2012 at 11.00 AM in the office of General Manager (W/CSR), SECL Bhawan, Seepat Road, Bilaspur (CG) for the clarifications required if any by the bidders.

4 PROCEDURE FOR SUBMISSION OF TENDERS:

Completed and sealed tender documents should be submitted in two envelope system in accordance with instructions contained in the Detailed Tender Notice of Tender Document.

5 ADDRESS, DATE & TIME FOR SUBMISSION OF TENDERS

- 5.1 Completed and sealed tender documents addressed to 'Town Administrator', SOUTH EASTERN COALFIELDS LIMITED, SEEPAT ROAD BILASPUR (CG) -495 006' should be submitted at the addresses mentioned below only on or before **4.00 PM of 06/02/2012:-**
- (a) In the Office of the Town Administrator, SECL Seepat Road, Vasant Vihar Colony, Bilaspur (C.G.)
- 5.2 In case tender is sent by post, it should be sent by Registered Post only through Post & Telegraph Department and photocopy of the Registration slip may be retained with the tenderers, so that the same can be produced on demand for verification, if any. However, the department is not responsible for any postal delay in such cases.
- 5.3 Late tenders/incomplete tenders/telegraphic tenders and tenders received through private courier services or tenders received after due date and time of tender submission shall not be accepted.

6. ADDRESS DATE & TIME FOR OPENING OF TENDERS:

ENVELOPE – I (Technical Bid)

- (i) DATE & TIME : **04.30 PM on 06/02/2012.**
- (ii) PLACE : In the office of the Town Administrator, SECL, Vasant Vihar Colony, Seepat Road, Bilaspur (C.G.), in presence of the attending tenderers or their authorized representatives.

ENVELOPE – II (Price-Bid) : Envelope-II i.e. Price Bid of only those tenderers of the tenders shall be opened, whose Envelope-I offer is found acceptable, the date of opening of which shall be communicated in due course after evaluation of Envelope -I tender.

Contd.....

6. EARNEST MONEY DEPOSIT (EMD):

Earnest money/ Bid Security is to be deposited in the any of the following form:

i) Certified cheques and demand draft in favour of "SOUTH EASTERN COALFIELDS LIMITED", payable at "Bilaspur (CG)" on any schedule Bank payable at its branch at Bilaspur

OR

ii) In the form of Cash receipt to be obtained from the Chief Cashier, SECL, Bilaspur on payment of cash from 11.00 AM to 2.00 PM from Monday to Friday and from 11.00 AM to 12.00 Noon on Saturday .

7. Mere issuance of tender documents will not make the tenderers eligible for consideration of opening of their price bid. SECL reserves its right to reject or accept all / any tender.

8. The tender notice can be seen in SECL Web site www.secl.gov.in and also in Government website www.tenders.gov.in. The tender document can be downloaded from both the web sites and in such case the tenderer has to submit the application fee for tender document in the form of demand draft from scheduled banks/nationalized banks, altogether in a separate cover superscribing on it as the "Application fee for Tender Document.

9. (a) **The bidders who will download the tender documents from the website of the company will be required to pay the cost of tender document (Application fee) by Bank Draft as per NIT at the time of submission of tender document (Bank Draft should be prepared within the sale period of tender documents)**

(b) **The date of Demand Draft /Bankers cheque in respect of EMD shall be on or after the date of NIT and Demand Draft /Banker's cheque made before the NIT date shall be summarily rejected.**

Other details may be obtained from the Detailed Tender Notice.

TOWN ADMINISTRATOR
SECL: BILASPUR

DISTRIBUTION:

- 1 GM(C) / GM(C/Welfare) – SECL BSP
- 2 GM(F) / GM(L&R)/ GM (W/CSR)-SECL BSP
- 3 CGMs/GMs/SO(C)s– RGH/KRB/KSM/DPK/GVR/CWS -GVR/CWS-KRB/ BHT/BKP/BSPR/CHRM/HSD/ J&K/ SGP / JHL./ DCC DHANKUNI.
- 4 GM(F), SECL, Kolkata Office, Coal House - 3rd Floor, 13- R N Mukharjee Road, Kolkata-1 (WB)
- 5 GM (System), SECL, Bilaspur: - With request to display in Web Site as per norms
- 6 Sr. Manager (Secretary) to D (P) – SECL BSP
- 7
- 8 All Tender Committee Members, SECL HQ.
- 9 Dy. Manager (Finance-Civil), SECL HQ BSP
- 10 Dy Manager (PR) – SECL, Bilaspur: for arranging paper publication of the NIT as per Approval.
- 11 Chief Cashier – SECL, Bilaspur
- 12 Notice Board
- 13 Cf/mf.
- 14

South Eastern Coalfields Limited

DETAILED TENDER NOTICE

1. Sealed tenders in prescribed forms and parts with the name of works superscribed “**Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG).**” (Description of work, place, Tender Notice No and date on each of the envelopes) are invited from bonafide and experienced contractors and will be received at the office of Town Administrator, Vasant Vihar Colony, SECL, Seepat Road, Bilaspur (CG) (address to be given) upto **4.00 PM on 06/02/2012**. All tenders will be opened at **4.30 PM on 06/02/2012** in the presence of the attending tenderers or their authorized representatives who wish to be present .In case where the tender is in two parts, only Part-I, will be opened on the above day and time.

2. Eligible Tenderers:

2.1 The invitation for tenders is open to all tenderers eligible to participate as per qualifying criteria laid down in Notice Inviting Tender (NIT) and here-in-after

3 Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the above office during normal working hours on payment of **₹. 250/- (Rupees Two hundred fifty only)** (non-refundable) as Application Fee for each set from **24/01/2012 to 03/02/2012**. The payment may be made in Cash or by Bank Draft from Scheduled/ Nationalized Banks drawn in favour of “SOUTH EASTERN COALFIELDS LIMITED” payable at “Bilaspur (CG)” only. General specification and description of work is enclosed with the tender document.

4. Any Bid received after the deadline prescribed at Clause 1 above due to any reasons whatsoever will not be accepted.

In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received upto the appointed time on the next working day.

5. Tenders thus submitted shall consist of the following:

5.1 Earnest Money Deposit.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing “Earnest Money Deposit”; and **NOT INSIDE THE ENVELOPE CONTAINING PART- I OR PART- II OF THE BID.**

5.2 Part-I (Technical / Commercial Bid) –

The Part-I tender will consist of the following:

5.2.1 Complete set of Part-I tender documents as sold duly filled in and signed on all pages and at different places as required of the Part-I tender document of the tenders as per the tender notice as applicable.

- 5.2.2 Documentary evidence in support of basic minimum eligibility / qualifying criteria in accordance with NIT stipulations in the form of certified copy of work orders, completion certificate, payment certificates/vouchers indicating the period of work for which the payment has been made.
- 5.2.3 Document of registration of NGO, of current validity, with appropriate Government Authority.
- 5.2.4 Bye laws (नियमावली) of NGO.
- 5.2.5 List of qualified personnel working with the NGO.
- 5.2.6 Declaration that the bidder NGO has not been banned by any Govt authority / PSU will be required to be submitted by the bidder.
- 5.2.7 Power of Attorney
- 5.2.8 Income Tax Permanent Account Number (PAN).
- 5.2.9 Particulars of Service Tax Registration, if Service Tax is applicable.
- 5.2.10 (a) Particulars of Registration / Clearance from the Appropriate Provident Fund Authorities, if applicable.
(b) Declaration in regards to the PF Registration and engagement of regular employee as per the ANNEXURE No. V
- 5.2.11 However, in addition to above particulars any other credentials may be asked for in Part-I tender if felt necessary by authority calling tenders
- 5.2.12 **The participating bidders will have to attend the office with originals of all the documents submitted for verification on 13/02/2012 positively. The bidder failing to comply will be considered as disqualification and bids will not be considered further.**
- 5.2.13 Declaration regarding disclosure of name, designation, place of posting of relatives. if any either in the employment of CIL or its subsidiary company or a trade union activist in the form of affidavit (As per ANNEX – VI) in the Non-Judicial Stamp Paper as described below: -
- Whether any relative of the owner / applicant or any of the partners of the applicant firm is related to any of the officers employed in Coal India or any of its subsidiaries. If so furnish name of the applicant / owner / partner and the name, designation and place of the officer employed in CIL and its subsidiaries companies.
 - Whether any relatives of the owner / applicant or any of the partners of the applicant firm are active trade union leaders of CIL & its subsidiaries company's. If so mention the name of the applicant / owner/ partner and the trade union leader & field of the operation / activities.

5.3 Part-II (Price Bid)

The part-II tender will contain the price bid i.e. Part-II tender document as sold to the tenderer wherein the price bid / rates should be furnished.

Each page of the tender document should be signed by the tenderers.

This will not contain any alternative item or suggestions, comments or conditions.

6. The Tender shall be submitted,

In two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms & conditions of the tender and additional terms & conditions and if asked for, technical bid and credentials (documentary evidence in support of Eligibility Criteria and Bid assessment duly authorized by the bidder) and the original tender document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding price bid)

Part II shall consist of priced Bill of Quantities duly filling in rates, amounts etc.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing "Earnest Money Deposit"; and not inside the envelope containing Part I or part II of the Bid.

The bidders, who will download the tender documents from the web site of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as above shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / EMD.

In case of any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

The Part I & Part II should also be put into separate sealed envelopes superscribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription as given in Clause –I of Detailed Tender Notice. Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.

The date of opening of the Second Envelope or Part II of the tenders shall be communicated in due course after consideration of First Envelope or Part-I.

7. The tender document in which the tender is submitted by the tenderer shall become the property of the Company and shall have no obligation to return the same to the tenderer.
 8. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid other than as sub-contractor or in case of alternatives that have been permitted or requested will cause all the proposals with the bidders' participation to be disqualified.
- (D) Earnest money should be deposited in a separate envelop in the form as indicated in Notice Inviting Tender (NIT) and Clause 6 above.

Earnest Money/ Bid Security @1% of the estimated cost (rounded of to nearest hundred Rupees subject to maximum of Rs. 50.00 Lakhs) is to be deposited in the form of Certified Cheques and Demand Draft drawn in favour of **South Eastern Coalfields Ltd, Bilaspur (CG)** on any Scheduled Bank payable at its Branch at Bilaspur (CG). Earnest Money / Bid Security of the unsuccessful bidder shall be refunded award of work to lowest bidder and and bear no interest.

9. No tender shall be considered unless accompanied by the said Earnest Money.
10. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part –II (Price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.
- 11(a) Every tenderer is expected, before quoting his rates, to go through the detailed scope of work and conditions of contract and to inspect the site/area of the proposed work.

A schedule of quantities is enclosed with the tender document. Bidder should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The rates for the work should be inclusive of all incidentals, overheads, all taxes 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.

12. Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
13. The tender shall be submitted either in English or in Hindi.
14. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost
15. The tenderer shall closely study all scope of work in detail, which govern the rates for which he is tendering.
16. Particulars of Service Tax Registration should accompany the tender.
17. The work should be completed within the period of **03(Three) months** from expiry of ten (10) days from the issue of letter of acceptance of tender/work order, whichever is latest.
18. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
19. **The tenderer(s) will indicate the equipment/machinery/ vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar works and financial capacity to complete the work in time.**
21. The tenderer(s) should also state what technical/ supervisory personnel he/they would be employing for supervising the work.
22. Tenderer should give Bank Details of the NGO As per *ANNEXURE IV* for Electronic fund transfer.
24. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- 25 (a) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at **ANNEXURE III**
- 25 (b) If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.
- 26 (a) An intending tenderer, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.
27. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute/accept contract agreement/work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the company within the specified period in the work order shall entail cancellation of letter of acceptance of tender/work order and forfeiture of the earnest money. The written contract/ work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract/ work order is signed/ accepted by both the parties i.e. Contractor and the Company.
- 28 (a) The validity period of the tenders shall be 04 (Four) months from the date of opening of price bid or revised price bid, if any.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

- 28 (b)** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 29.** The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 30.** This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.
- 31.** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in –Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

- 32.** In case the Contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction of Bilaspur Court only.

: TENDER EVALUATION & BID ASSESSMENT :

- 1.1 The Tenders received will be scrutinised and evaluated by a duly constituted Tender Committee.

The Tender Committee will examine the Comparative Statements prepared by the concerned technical department and will satisfy itself that all aspects/conditions of each offer has been properly evaluated with respect to financial implications etc.

Tenders received without Earnest Money will be rejected.

The deviations from the commercial terms & conditions & the Tender specifications are scrutinised before opening of price bids. Normally no deviations in the commercial terms & conditions will be accepted.

However, the Tender Committee may decide to scrutinize the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid if necessary before opening the same.

The Price Bids are opened at the time and place fixed for the same in presence of the tenderers & committee members and due information for opening of Price Bid is to be given to all concerned. In case where the tenderes are given opportunity to revise their Price Bids, only the revised price bids are opened and the original Price Bids are to be kept in tact in the custody of the company.

The Price Bids of the tenderers will have no condition. The Price Bids which are incomplete & not submitted as per instructions given in the Tender Document will be rejected.

No document presented by the bidder after the closing date & time of the bid will be taken into account unless it is of purely technical nature which has no bearing financially on the contract & which does not seek major changes in the technical specifications given in the bid documents. If a bidder offers a rebate unilaterally after the closing date & time of the bid, it will not be taken into account for evaluating purposes by the Tender Committee, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account for determination of the total offer.

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company 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 these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

1.2 Negotiations:

The decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

1.3 Acceptance of Offer:

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD/Bid bond.

1.7 Banned or de-listed Contractors:

The bidders would give a declaration that they have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or de-listed by any Govt. or Quasi Govt. agencies or PSU's 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.

South Eastern Coalfields Limited

TENDER FOR WORK

I/We hereby tender for the execution for the South Eastern Coalfields Ltd Bilaspur (C.G.) of the work specified in the under written memorandum at rates specified in the price bid within a period of **03(Three) months** as per work order and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance such conditions so for as applicable.

MEMORANDUM

1. (i) Name of work : Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG).
(ii) if several sub work are included they should be detailed in a separate list
2. Updated Cost : ₹. 2.87 Lakh
3. Earnest Money : ₹. 3000.00
4. Performance Security : **5% of contract amount as per clause No. 4.1.2 of General Terms & Conditions.**
5. Percentage to be deducted from bills of the value : **as per clause 4.2.1 of General Terms & Conditions.**
6. Tenderers should quote their rate : **In figures as well as in words as indicated in BOQ.**
7. Time of completion : **03(Three) months**

Signature of Tenderer

RATE OF PROGRESS

The following rate of progress and proportionate value of work done from time to time will be indicated by the Executive Engineer (Civil). The certificate of the value of work done will be required.

Date of commencement of the program will be as stated in the tender acceptance order:

Period of commencement	Percentage of work completed (based on contract amount)
1st proportionate progress	Percent
2nd	Percent
3rd	Percent
4th	Percent
5th	Percent
6th	Percent
7th	Percent
8th	Percent
9th	Percent
10th	Percent

Signature of Tenderer

South Eastern Coalfields Limited
CIVIL ENGINEERING DEPARTMENT
Schedule - A

GENERAL TERMS AND CONDITIONS

1. Definitions

i) "**Employer**" or "Company" means the South Eastern Coalfields (SECL), Regd. Office, Bilaspur (CG) who will employ the contractor represented by the appropriate authority.

ii) "**Principal Employer**" means the South Eastern Coalfields Limited 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 authorized 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 Civil 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.

ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii) **"Contract amount"** shall mean:
 - a) in the case of turnkey contracts the total sum for which tender is accepted by the company.
 - b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv) **"The constructional plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi) **"Department"** means the Civil Engineering Department of South Eastern Coalfields Limited represented by the appropriate authority.
- xvii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender/Detailed Tender Notice / Tender Evaluation & Bid Assessment /Tender Memorandum.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation (*to be provided by the contractor.*)

- 2.1. The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at **ANNEXURE VII**). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee).

All additional copies should be certified by the Engineer in Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

3.3 Any difference detected in the tender/ tenders submitted resulting from :

- a) discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b) discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) discrepancy in totaling or carry forward in the amount quoted by the contractor 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 alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. Security Deposit:

4.1.1 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.

4.1.2 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

- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of South Eastern Coalfields Ltd on any Scheduled Bank Payable at its Branch at Bilaspur (CG)

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 Bidders option by a Nationalized / Scheduled Indian Bank or
- b. by a foreign Bank located in India and acceptable to the employer.
- c. 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.

4.2.1 All running on account bills of the contractor 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

4.2.2 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate, retention Money should be deducted at 5% from running bill.

4.3 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 ninety days beyond the period of contract, 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 amongst the list of Banks (Scheduled Banks) provided in the bid document.

4.4 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.

4.5 On completion of the entire work and certified as such by the Engineer-in-charge and on passing of the final bill by the Department, the security deposit lying with the company shall be refunded to the contractor.

5. Time for Completion of Contract, Extension thereof, 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.

Immediately after the contract is executed/the work order is issued, the Engineer In Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART techniques on the basis of a programme submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order. 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/Work Order , whichever is later.

5.1 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 to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract 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) @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

5.2.1 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 of 10% of the contract price.

5.2.2 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.

5.2.3 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.

5.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

5.3 a) 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.

or

b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In-charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. 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.

5.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) **Force Majeure :**

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes

The successful bidder/ contractor 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 cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

- b) Serious loss or damage by fire
- c) The execution of any modified or additional items of work or excess quantity of work.
- d) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

5.4.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

5.4.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1(one) month of the date of receipt of such request.

5.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor can not challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM (Civil)/ GM (Civil)/ CE(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

5.4.4 Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

5.4.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

6. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided 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, then 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 favour in relation to the 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 writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof 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.

6.1 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 or 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 the 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 reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a 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.

6.2 On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

a) to take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.

- 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 the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, 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 on 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 10.1(d) of the contract.
- e) to give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of 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 notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor 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 measurements and any claim made thereafter shall not be entertained.

6.3 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 in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on 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 the 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 necessary during such suspension.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

- 6.4** The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

6.5 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer In Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable :-

- a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In Charge.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

6.5.01 The contractor shall, if required by the Engineer In Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In Charge to assess the amounts payable in terms of clauses 10.5(b) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

7.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer In Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

8. Additional Responsibilities of the Contractor(s)

(i) The contractor shall intimate the Engineer In Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

(ii) Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer In Charge. It shall be his/their duty to immediately inform the Engineer In Charge in writing and the Engineer In Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

- iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account.

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

- v) The contractor / contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.
- vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In Charge or by the nominated representative of the Employer.
- vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer In Charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.
- viii) The contractor/contractors shall furnish to the Engineer In Charge or his authorised representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.
- ix) All Duties taxes and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads 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 tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct / withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reasons whatsoever.

In case the company land is used for manufacture of bricks or extraction of gravels etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates or royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

- x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.
- xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

- xii) The work shall not be sublet to any other party, unless approved by Engineer In Charge, in writing.
 - (a) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Engineer-in-charge or his nominee of such discoveries and carry out the Engineer-in-charge or his nominee's instructions for dealing with him.
- xiii) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- xiv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xv) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :
 - a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.
 - b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
 - c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.
- xvi) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Employer.

9. Settlement of Disputes

- 9.1** It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

- 9.2 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.
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CERTIFICATE

(Only for tenderer using downloaded tender document from Website)

1. We undertake that the tender submitted by, is downloaded from SECL website (www.secl.nic.in) / Government website (www.tenders.gov.in) and is same in content and form (verbatim), and any deviation, if detected, at any state, would entitle SECL to reject our bidding/offer without assigning any reason or recourse to any penal action and would be legally binding on us.
2. We undertake, we will accept the tender document as available in web site and our tender will be rejected if any tempering in the tender document is found to be done at time of opening of tender.
3. In case of any discrepancy between the tender document downloaded from web site & the master copy available in the office, the later shall prevail and will be binding on us. We will not claim on this account.

Signature:_____

(Of tenderer)

Seal:_____

:: DECLARATION ::

The tenderers are required to give a declaration that they have not been banned or de-listed by any Govt. or Quasi Govt. Agencies or PSU's in accordance with Clause No. 1.7 of Tender Evaluation & Bid Assessment in the format enclosed herein at **Annexure II.**

This fact must be clearly stated and it may not necessarily be a cause of disqualification.

If the declaration is not given, the bid will be rejected as non-responsive.

:: DECLARATION ::

ANNEXURE - II

I / We hereby declare that I / We have not been banned or de-listed by any Government or Quasi-Government Agencies or PSU's.

OR

I / We hereby declare that I / We have been banned or de-listed by

The details of which are enclosed herewith.

Signature of Tenderer

AFFIDAVIT

Tenderers are required to submit a declaration in support of the authenticity of the credentials submitted by them along with the tender in the form of an Affidavit on Non-Judicial Stamp Paper of appropriate value as per the format provided at **Annexure III** in accordance with Clause 25 (a) of Detailed Tender Notice.

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER
(Non-Judicial Stamp Paper of Rs.10.00)**

AFFIDAVIT

I, _____, Partner /Legal Attorney / Accredited Representative of
M/s. _____, solemnly declare that:

1. We are submitting Tender for the work of “Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG)” against Tender Notice No SECL/BSP/TA&CD/Tender/2012/88 dated. 19/01/2012
2. a. None of the Partners of our firm is relative of employee of **South Eastern Coalfields Ltd.**
*(If so, furnish the name of the partner and the name, designation and place of posting of the employee / officers employed in CIL and its subsidiaries companies.)

b. None of the relatives of owner / partners of our firm are active trade union leaders of CIL or its subsidiaries.
*(If so, mention the name of the partner and trade union leader & field of operation / activities)
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents /credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against 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.,

Signature of the Tenderer

Dated

Seal of Notary

* **Strike out whichever is not applicable.**

:: DECLARATION OF PF ::

I / We hereby declare that I / We will abide by / Liable for any Registration etc., if required, with regard to PF even after award of work

DECLARATION OF REGULAR EMPLOYEE

I/ we hereby declare that I / we will engage regular employees for the subject work tender.

Signature of Tenderer

Details of Survey and its Methodology

A. Objectives of Baseline Survey

- To identify scope and area for self employment in the village and the target Population.
- To identify scope and feasibility of fruit and vegetable farming and horticulture
- To identify and suggest scope and area for technical vocational education and to identifying target groups
- To estimate feasibility of Bio Gas generation
- To identify areas of training need and target group of population
- To identify area of improvement need in agriculture and animal husbandry
- To identify the scope and model of information technology for over all development of the village
- To identify the status of land and suggest scope & use of waste land in village
- To identify adequacy of infrastructure in the village
- To identify the common health issues in the villages and remedial action for health Improvement
- To get social and demographic details of villages
- To understand on going developmental programmes by NGOs , State and Central Governments and their status
- To develop a model of development for rural area

B. Survey will be conducted in following villages situated in Belha block near Bilaspur

- Hirri
- Dhaurabhata
- Mauhada
- Bhojpuri
- Pousari
- Aithulkampa
- Belha
- Kesla
- Bhainsabol
- Kewanchi
- Sargaon
- Salpha
- Chunchunia
- Bhakridih
- Dhamani

C. STEPS INVOLVED IN SURVEY:

- Planning of the survey.
- Discussion with villagers regarding the aim, scope and benefits of the survey
- Collection of basic data from National Informatics Centre
- Preparation of questionnaire for the survey
- Conducting Pilot study for which following activities are foreseen to be Undertaken
 1. Discussion with focus group such as students, farmers, self employed , daily wagers, female population
 2. Collection of sample data for the pilot study
 3. Analysis of the data so collected by the expert of such studies
 4. Preparation of pilot report and discussion with SECL officials for modifications required if any, in the questionnaire, method of survey or the report to be submitted.
- Detailed survey and data collection for which following activities are foreseen to be undertaken
 1. Data collection is to be done in all fifteen villages
 2. Discussion with focus group such as students, farmers, self employed , daily wagers, female population , minimum five such groups and may be more
- Data analysis and organization for identification and categorization into various requirement of future activities to be planned and executed in the above villages.
- Preparation of final report: Report is to be prepared in such a manner that it will identify actionable projects for different segments of population with objective, cost, duration and target beneficiaries.



[Containing Page No. 37 to 40]

(केवल बिलासपुर न्यायालय के क्षेत्राधिकार के अंतर्गत)

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

SOUTH EASTERN COALFIELDS LIMITED

(एक मिनी रत्न कम्पनी / A Mini Ratna Company)

पंजीकृत कार्यालय—सीपत रोड, बिलासपुर जिला—बिलासपुर (छत्तीसगढ़) 495006

REGD. OFFICE- SEEPAT ROAD, BILASPUR, DISTT.-BILASPUR (C.G)-495006

कार्यालय नगर प्रशासक, वसंत विहार कालोनी, सीपत रोड, बिलासपुर

दूरभाष सं०—07752—240361 (कार्यालय) फ़ैक्स नं.—246332

PART-II

(Price Bid)

1. Name of Work : Base line survey for establishment of Gramodya CSR park at Nipaniya, Bilaspur (CG).
2. Place of Work : Near by villages of Nipaniya
3. Tender Notice No. & Dated : SECL/BSP/TA&CD/ 2012/88, dated 19/01/2012
4. Date of Issue of Tender Document :
5. Money Receipt No. towards cost of Tender Document. :
6. Approved for sale :

TO

TOWN ADMINISTRATOR
SECL: HQ BILASPUR



(केवल बिलासपुर न्यायालय के क्षेत्राधिकार के अंतर्गत)

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड

SOUTH EASTERN COALFIELDS LIMITED

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पंजीकृत कार्यालय-सीपत रोड,बिलासपुर जिला—बिलासपुर (छत्तीसगढ़) 495006

REGD. OFFICE- SEEPAT ROAD,BILASPUR,DISTT.-BILASPUR (C.G)-495006

कार्यालय नगर प्रशासक, वसंत विहार कालोनी, सीपत रोड, बिलासपुर

दूरभाष सं०-07752-240361 (कार्यालय) फ़ैक्स नं.-246332

PART-II (PRICE-BID)

NIT No. SECL/BSP/TA&CD/ 2012/88, dated 19/01/2012

INSTRUCTION TO BIDDERS FOR QUOTING THE RATES

1. Rates are to be quoted in words as well as in figures.
2. It is to be noted that any correction should be avoided, whether type written or hand written.

Corrections where unavoidable, shall be made by crossing out & rewriting, attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender.

3. Bidder should quote the Item rates only as mentioned in the BOQ (Page No. 39-40.) and it should be type-written or hand-written, both in words & figures.
-

BILL OF QUANTITY
FOR THE WORK OF BASE LINE SURVEY FOR ESTABLISHMENT OF GRAMODYA CSR PARK
AT NIPANIYA, BILASPUR (CG).

SN	Item Description	Quantity	Unit	Rate	Amount
1.	PLANNING PROCESS				
	(a) Discussion with villagers regarding the aim of survey, its scope and benefits in minimum three villages	1.00	Job		
	(b) Collection of basic data from National Informatics Centre, Bilaspur	1 .00	Job		
	(c) Preparation of questionnaire	1 .00	Job		
2.	PILOT STUDY				
	(a) Discussion with focus group such as students, farmers, daily wagers, female population, self employed etc.(minimum five such focus groups)	5 .00	per focus group		
	(b) Sample data collection	1 .00	Job		
	(c) Analysis of data collected during for pilot study corelated with focus group discussion	1 .00	Job		
	(d) Pilot survey report preparation and submission to Officer -in - charge in printed as well as in soft copy	1 .00	Job		
	(e) Discussion with SECL officials and modification of the questionnaire	1 .00	Job		
3.	DATA COLLECTION				
	(a) Detailed survey in fifteen (15) villages as per modified questionnaire (item 2.e)	15.00	Per Village		
	(b) Discussion with focus group such as students, farmers, daily wagers, female population, self employed etc.(minimum five such focus groups)	10.00	Per focus group		
4.	DATA ANALYSIS & ORGANISATION	1.00	Job		
	Analysis of data collected in survey so as to identify and categorise into various activities for future action				

SN	Item Description	Quantity	Unit	Rate	Amount
5.	FINAL REPORT				
	(a) Preparation and submission of final report based on analysis as in item no. 4 in hard as well as soft copy. The report is to be supported with the data collected at various stages village wise and should include demographic details villagewise, identified needs and target group population. The report should suggest actionable projects on each item as per objective with cost, duration and target beneficiaries.	1.00	Job		
	(b) Presentation of the report to SECL authorities and discussion.	1.00	Job		
6.	Administrative charges	LS			
				Total ₹	

Note: -

Please quote item rate only, both in words & figures, for the above items based on Details of Survey and its Methodology (Page No. 35 & 36 of Part – I document).

Signature of Tenderer