



CHHATTISGARH STATE MINOR FOREST PRODUCE (TRADING & DEVELOPMENT) CO-OP. FEDERATION LIMITED

A-25, V.I.P. Estate, Near V.I.P. Club, Khamhardih, Shankar Nagar, Raipur [C.G.] – 492 007

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Website : www.cgmfpfed.org

E-mail : mfpfed.cg@nic.in

Notification No.: FED/CLUSTER-D/2014/IB

Dated : 08.09.2014

E-TENDER NOTICE FOR CONSTRUCTION OF INTERNAL ROADS, SURFACE DRAINS & CULVERTS FOR THE PROPOSED CASSIA TORA PROCESSING PLANT – TITLED CLUSTER-D SITUATED AT PLOT NO.: 118, 119 & 120, INTEGRATED INFRASTRUCTURE DEVELOPMENT CENTRE (IIDC), NAYANPUR-GIRWARGANJ, DISTRICT: SURAJPUR [CHHATTISGARH]

1. Online Sealed e-Tenders on Portal <https://cgmfpfed.abcprocure.com> from eligible Tenderer for the Work of Construction of Internal Roads, Surface Drains & Culverts for the proposed Cassia Tora Processing Plant – titled **Cluster-D** situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh] as per the details given in **Annexure – I** are invited as in **Annexure – II** and **Annexure – III** by Chhattisgarh State Minor Forest Produce (Trading & Development) Cooperative Federation Limited, Raipur [Chhattisgarh]. Technical Bid (**Annexure – II** Form No. 1, 2, 3 and 4) and Tenderer's Agreement (**Annexure – IV**) shall be submitted online in Envelope marked A. Financial Bid (**Annexure – III** Form No. 1 and 2) shall be submitted online in Envelope marked B.
2. Tender notice along with **Annexure-I, II, III, IV, V, VI, VII, VIII, IX** and **X** can be seen and downloaded from Federation's website www.cgmfpfed.org and e-Procurement portal <https://cgmfpfed.abcprocure.com> only. Details of **Annexures - I to IX** are given below :-

Annexure - I	:	Details of Work
Annexure - II	:	Technical Bid (Form No. 1, 2, 3 and 4)
Annexure - III	:	Financial Bid (Form No. 1 and 2)
Annexure - IV	:	Tenderer's Agreement
Annexure - V	:	Contractor's Agreement
Annexure - VI	:	Notice to the Contractor to Start Work
Annexure - VII	:	Completion Certificate
Annexure - VIII	:	Instructions for the Submission of Online Tender
Annexure - IX	:	Time Schedule
Annexure - X	:	Detailed Estimates
3. (i) Tenders are to be submitted only online in the prescribed Tender Forms only, for Technical Bid (**Annexure – II**) and Financial Bid (**Annexure – III**).
(ii) The Tenderer will propose in Financial Bid the rate as percentage (above or below) of the Schedule of Rate (**SoR**) of Public Works Department (Building & Roads) of Government of Chhattisgarh, *in vogue*.
4. The Tenderer shall submit online Technical Bid and the Financial Bid respectively in online separate envelopes A & B respectively.

5. The Tenderer should upload scanned and self-attested photocopies of all the documents required in this tender notice. The tender shall be accepted **up to 15.00 hrs. on 10.11.2014** and Technical Bid shall be opened online in this office only **from 15.30 hrs. on 10.11.2014** even if it is a public holiday by the duly constituted Committee.
6. Decision of the Managing Director of the Federation to declare any of the Tenderers to have or have not qualified in Technical Bid shall be final and binding on the Tenderers. Intimation of decision of the competent authority shall be conveyed to the Tenderers.
7. Financial Bid of only those Tenderers, who qualify in the Technical Bid, shall be opened **at 11.00 hrs. on 24.11.2014**. The names of the Tenderers who qualify in the Technical Bid can be seen on Federation's website **www.cgmpfed.org** and e-Procurement portal **<https://cgmpfed.abcpocure.com>** from **17.00 hrs. on 20.11.2014**.
8. **Earnest Money Deposit (EMD)** : The tenderer will have to make the online payment of Rs. 7,900.00 (Rupees Seven Thousand Nine Hundred only) as Earnest Money Deposit through payment gateway service provider in any of the following ways -
 - i. **Credit Card/Debit Card** (VISA/Master/Maestro Cards) - The Tenderer after selecting the option of the Credit Card/Debit Card (VISA/Master/Maestro Cards) make the online payment, as per the instructions of payment mentioned in the payment gateway.
 - ii. **Net Banking** - Tenderer can make the payment only from the bank account in having net banking facility. The list of banks for net banking will appear in the payment gateway and tenderer should select his bank from that list and make the payment as per the instructions given in the payment gateway.
 - iii. **RTGS/NEFT** - The Tenderer can make the payment as per the instructions of clause 2.2 of enclosed **Annexure - VIII**.

The **EMD** of unsuccessful Tenderers will be returned on line only in the Bank Account mentioned in the column no. 13 of Form No. 1 Annexure – II only. **No** interest on E.M.D. will be paid in any circumstances.
9. The Schedule of Rate (**SoR**) of Public Works Department (**PWD**), Government of Chhattisgarh for **Roads**, *in vogue w.e.f.* 01.06.2009 (duly revised & amended); will be applicable for the Works under **Annexure - I** of this Tender.
10. Tenderer shall fill-up above or below the **SoR** for the work he is willing to undertake. Only one rate of percentage above or below the **SoR** shall be named. Tenderer(s) who proposes any alterations in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other condition of sort will be liable to rejection.
11. The incomplete Technical Bid(s) or the same without the **EMD** is liable to be rejected.
12. The Technical Bid not following the Terms & Conditions, *too*, is liable to be rejected.

13. Rates should be entered clearly in the Financial Bid in the appropriate box. In no circumstances the Rates should be quoted in the Technical Bid. In case the same is found in Technical Bid, tender is liable to be rejected.
14. The Technical Bid must also be uploaded with the scanned and self-attested photocopies of following Documents:
- The Copy of the Registration with **PWD**, Government of Chhattisgarh in desired Class as per the Works detailed in **Annexure - I**.
 - The Copy of the Income Tax Clearance Certificate for last three Financial Years *i.e.* 2010-11, 2011-12 & 2012-13.
 - The Copy of the Commercial Tax Registration (VAT).
15. The Tenderer must have successfully completed the Work(s) of the same nature for which he intends to submit the Tender during every year of last three Financial Years (*i.e.* 2011-12, 2012-13 & 2013-14). The Value of such Civil Work(s) should be as per the following details:

Name of the Work	Value of One or Two Work(s) for each year for last three Financial Years
Construction of Internal Roads, Surface Drains & Culverts	Total not less than: Rs. 11.00 Lac

16. The copies of the Work Orders & Work Completion Certificates *w.r.t.* the Works successfully completed by the Tenderer as desired in **15** above must be uploaded with the Technical Bid.
17. The Evaluation Committee will select or reject the Technical Bids on the basis of the Criteria mentioned in the **Terms & Conditions** and *w.r.t.* the desired Documents.
18. The conditional Bids other than as desired in the prescribed Tender Document will be summarily rejected.
19. The Details of Construction, and Drawings can be viewed /downloaded only from the Federation's website **www.cgmpfed.org** and e-Procurement portal **<https://cgmpfed.abcprocure.com>**.
20. No request for supply/issue of the Soft/Hard Copy of any of the Documents by the Tenderer will be entertained.
21. Detailed Civil Estimates as per **SoR** of **PWD** (Building & Roads) for all the Works to be executed will be provided to the Contractor who has been selected for award of the Contract alongwith the Work Order by Chhattisgarh State Minor Forest Produce (Trading & Development) Cooperative Federation Limited, Raipur [Chhattisgarh].
22. (i) Person or persons signing the tender form shall state in what capacity he or she or they are signing the tender form e.g. as sole proprietor of the firm concerned or as Managing Director or Director or Secretary of Limited Company. In the case of partnership firm the names of all the partners should be recorded and the tender form should be signed by all the partners or their duly constituted attorney having authority to bind all partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered "Partnership Deed" should be uploaded along with the tender form failing which the tender shall be liable to be rejected. It shall be obligatory on the part of every partner of

the firm, which enters into agreement to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the mean time. In the case of a limited company, the tender form shall be signed by a person empowered to do so by the company, copy of Certificate of incorporation of the company and the letter authorizing the person signing the tender documents shall be uploaded to the tender form, failing which the tender shall be liable to be rejected. In the case of Hindu Undivided Family, the names of the family members should be uploaded with the tender form and 'Karta' who can bind the family should sign the tender form.

- (ii) The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person so signing the tender form fails to upload the said power of attorney or partnership deed, his tender shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu Undivided Family the power of attorney should be signed by the 'Karta' who by his signature can bind the family.
23. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the tenderer tendering online. The tenderer can obtain the Digital Certificate as per the instructions of step 1 of clause 1 of enclosed **Annexure - VIII**.
 24. In order to participate in the tender, the tenderer is required to get registered on the e-Procurement portal (<https://cgmpfed.abcprocure.com>). Only after online registration of the tenderer, the tenderer shall be allowed to participate in the tenders floated by the C.G.M.F.P. Federation using the e-Procurement System. After obtaining the Digital Certificate as per mentioned in above S. No. 23 and successfully installed on their system, the tenderer have to be online registered through “**New Bidder Registration**” page of the e-Procurement portal (<https://cgmpfed.abcprocure.com>) and mapped their Digital Certificate.
 25. The Instructions for submission of online tender (**Annexure - VIII**) for Tenderers to submit the online tenders will be available on e-Procurement portal <https://cgmpfed.abcprocure.com> and the online tender can be submitted as per time and date mentioned in time schedule (**Annexure - IX**).
 26. The Tenderers will have to submit (Upload Scan Copies/fill) his/her offer/credentials online as required in the tender in the online templates in relevant envelopes.
 27. **Security Deposit & Performance Guarantee:**
 - 27.1 The person whose Tender may be accepted thereafter called the Contractor(s) which expression shall unless included by or repugnant to the context include his heirs, executors, administrators, representatives and assigns shall permit the Managing Director or his Successor in Office at the time of making any payments for the value of work done under the contract to deduct the Security Deposit as under:

The Security Deposit to be taken for the due performance of the Contract under the terms & conditions printed on the Tender Form will be the Earnest Money plus a deduction of percent from the payment of the Running Bills, till the together amount is 5 percent of the cost of work put to Tender or 5 percent of the cost of the works executed, whichever is higher. The Security Deposit would be adjusted at the time of remittance of Final Bill after the submission of the Completion Certificate.

- 27.2** The Contractor(s) which expression shall unless included by or repugnant to the context include his heirs, executors, administrators, representatives and assigns shall permit the Managing Director or his Successor in Office at the time of making any payments for the value of work done under the contract to deduct the Performance Guarantee as under:

The Performance Guarantee to be taken for the due performance of the Contract under the terms & conditions printed on the Tender Form will be a deduction, *over & above the Security Deposit*; of 5 percent from the payment of the Running Bills. The Performance Guarantee would be refunded to the Contractor(s) after 1 year from the date of issue of Completion Certificate and satisfactory Performance of the Construction Work.

- 28.** The Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited reserves the right to accept/reject any or all the tenders without specifying any reason thereof. He may relax any tender condition.
- 29.** For the interpretation of the tender conditions, the decision of the Managing Director of Chhattisgarh State M.F.P. Federation will be final. In case of any clarification, the tenderer may contact the Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur.
- 30.** All the terms & conditions of this tender notice will be binding on the supplier/Tenderer.
- 31. Execution of Contractor's Agreement :** The successful tenderer shall have to execute an agreement before the Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited or the person authorized by him for this purpose in the form given in **Annexure - V** (Contractor's Agreement) within 10 days of the issue of the acceptance of his offer by the Federation. In the event of non-execution of the agreement the appointment shall be liable to be cancelled and on such E.M.D. shall be forfeited and the Tenderer may be black listed for one year by the Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited.
- 32.** The successful tenderer after execution of Contractor's Agreement shall start work as per details given in **Annexure - I** after getting "Notice to the Contractor to Start Work" as mentioned in **Annexure - VI**. After successful completion of work he will be issued a "Completion Certificate" as given in **Annexure - VII**.
- 33.** The amendments in this tender notice are possible. The amendments will be available on Federation's website www.cgmpfed.org and e-Procurement portal <https://cgmpfed.abcprocure.com> only. The tenderer should regularly view the above website and portal till the opening of financial bid so that he can take the appropriate action according to the amendments.

- 34.** The online e-tender notification is already available on the Federation's website **www.cgmfped.org** and e-Procurement portal **<https://cgmfped.abcpurchase.com>**. Since only the entities registered with service provider e-Procurement Technologies Ltd. (abcPurchase) can bid in the tender.

MANAGING DIRECTOR

CG State MFP (T& D) Co-op Federation Ltd. Raipur.

ANNEXURE – I

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.

A-25 V.I.P. ESTATE, NEAR V.I.P. CLUB, KHAMARDIH, SHANKAR NAGAR, RAIPUR (C.G.)

Notification No.: FED/CLUSTER-D/2014/IB

Dated : 08.09.2014

DETAILS OF WORK

S. No.	Name of the Work	Estimated Cost (Rs. in Lac)	Earnest Money Deposit (Rs.)	Eligibility Class	Time Period
1.	Construction of Internal Roads 7.5 Mtr. Width 100 RMT. (BT) , Surface Drain (225 RMT.) & Culverts.	10.46	7,900.00	Class: A-1 and above	9 Months including rainy season

ANNEXURE – II

TENDER FORM (Technical Bid)

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.
A-25 V.I.P. ESTATE, NEAR V.I.P. CLUB, KHAMARDIH, SHANKAR NAGAR, RAIPUR (C.G.)

Tenderer's Information (Form No. 1)

Subject :- Technical Bid for the **Construction of Internal Roads, Surface Drains & Culverts** for the proposed Cassia Tora Processing Plant – titled **Cluster-D** situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh] as per the Work wise details in Annexure – I.

1.	Tender Notification Number	FED/CLUSTER-D/2014/IB DATED : 08.09.2014	
2.	Date of opening of Technical Bid	From 15.30 hrs. on 10.11.2014	
1.	Status of Tenderer (Select)	Drop Down Menu (INDIVIDUAL, PROPRIETARY FIRM, PARTNERSHIP FIRM, COMPANY, HUF, OTHERS)	
2.	(a)	Proprietor's Name (In case of Proprietorship Firm) / Name of Karta (In case of HUF)	
	(b)	Father's Name / Husband's Name	
3.	Address for Correspondence		
	(a)	House No.	
	(b)	Street / Location	
	(c)	Area / Landmark	
	(d)	City	
	(e)	District Name	
	(f)	State	Selection from Drop down menu (List provided by Federation)
	(g)	Pin Code	
4.	Contact No. 1 (Provide STD Code also in case of Landline No.)		
5.	Alternate Contact Nos. (Mobile No.)		
	(a)	Contact No. 2	
	(b)	Contact No. 3	
6.	Fax No. (Provide STD Code also)		
7.	Alternate E-mail Id		Should be valid E-mail Id
8.	Income Tax PAN (Scanned Copy to be Uploaded)		

9.	Details of Registration with PWD in the desired Class as per Annexure-I and Condition 14(i) of Tender Notice. (Scanned Copy of Registration to be Uploaded)		
10.	Registration No. Under Chhattisgarh State Value Added Tax Act (Scanned Copy of Registration to be Uploaded)		
11.	Work Order Nos. of Work of Construction of similar nature and of total Value as desired in Condition 16 of Tender Notice in last three Financial Years <i>i.e.</i> 2011-12, 2012-13 & 2013-14. (Scanned Copy to be Uploaded)		
12.	Registered Address of the Office of the Tenderer		
13.	Tenderer's Bank Details for Transactions by Federation		
	(a)	Type of Account	Drop Down Menu (Saving Bank A/c / Current A/c / Cash Credit A/c / Over Draft A/c)
	(b)	Account Number	
	(c)	Name of Bank and Branch	
	(d)	IFS Code	
14.	Name of the person signing the tender		
15.	Capacity in which the person is signing the Tender (Condition 22 of the tender notice)		

E.M.D. Details

(Form No. 2)

1.	Name of Work of Construction	Construction of Internal Roads 7.5 Mtr. Width 100 RMT. (BT), Surface Drain (225 RMT.) & Culverts.
2.	Earnest Money Deposit (E.M.D.)	Rs. 7,900.00

Undertaking

(Form No. 3)

1.	I/We hereby submit Technical Bid for Construction of Internal Roads, Surface Drains & Culverts as per terms & conditions of the above mentioned notification of Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited., Raipur which are acceptable to me/us. I/We are aware that while evaluating the Technical Bid, if any, of the items mentioned above is not found meeting to the requirement of the tender notice, the bid will not be accepted.
2.	I/we undertake to abide by the Terms & Conditions of the Tender for Works for the proposed Cassia Tora Gum and Cassia Tora Powder Manufacturing Unit of Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur [Chhattisgarh] to be set-up at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, Distt.: Surajpur [Chhattisgarh] alongwith the Annexure.
3.	I/we am/are not blacklisted or otherwise debarred from tendering from any State or Central Government Department or Agency.

Documents to be Uploaded

(Form No. 4)

1.	Scanned copy of PAN Card (For all)
2.	Scanned copy of Registration Under Chhattisgarh State Value Added Tax Adhinyam as per Condition 14 (iii) of this Tender Notice
3.	Scanned copy of Partnership Deed (if applicable)
4.	Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)
5.	Scanned copy of Power of Attorney (if applicable)
6.	Scanned copy of list of family members in case of H.U.F.
7.	Scanned copy of registration with PWD as per the desired Class of Contractors as per the details in Annexure - I and as per Condition 14 (i) of this Tender Notice
8.	Income Tax Clearance Certificate of the Tenderer for the year 2010-11 as per Condition 14 (ii) of this Tender Notice
9.	Income Tax Clearance Certificate of the Tenderer for the year 2011-12 as per Condition 14 (ii) of this Tender Notice
10.	Income Tax Clearance Certificate of the Tenderer for the year 2012-13 as per Condition 14 (ii) of this Tender Notice
11.	Scanned copy of the Work Orders as per Condition 16 of this Tender Notice
12.	Any Other Document

ANNEXURE – III

TENDER FORM (Financial Bid)

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.
A-25 V.I.P. ESTATE, NEAR V.I.P. CLUB, KHAMARDIH, SHANKAR NAGAR, RAIPUR (C.G.)

(Form No. 1)

Subject :- Financial Bid for the Work of **Construction of Internal Roads, Surface Drains & Culverts** for the proposed Cassia Tora Processing Plant titled **Cluster-D** situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh] having estimated Construction Cost of **Rs. 10.46 Lac** as per the Work wise details in **Annexure – I.**

S. No.	Particulars	Estimated Amount	Above / Below	Percentage	Difference Amount (Above / Below)	Tendered Amount	Tendered Amount (in Words)
1.	Work of Construction of Internal Roads, Surface Drains & Culverts for the proposed Cassia Tora Processing Plant – titled Cluster-D situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh]	1046000					
2.	Name of the person signing the tender						
3.	Capacity in which the person is signing the tender (Condition 22 of the tender notice)						

Undertaking

(Form No. 2)

1.	I/We undertake to abide by the terms & conditions of tender notice alongwith Annexure.
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Annexure – IV

(Annexure to Tender Notice No. FED/CLUSTER-D/2014/IB DATED : 08.09.2014)

TENDERER'S AGREEMENT

This agreement is made this day of (month) of (year) between Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited (hereinafter called 'CGSMFPCFL', which expression shall, where the context so admits, include its successors/representatives and assignees in office) of the first part and I/We (hereinafter called the **Tenderer** which expression shall include his heirs, successors, representatives and assignees) of the second part.

And whereas, the **CGSMFPCFL** desires to construction of Construction of Internal Roads, Surface Drains & Culverts for the proposed cassia Tora Processing Plant and has issued notice inviting Tenders vide Notice No. **FED/CLUSTER-D/2014/IB DATED : 08.09.2014** and also desires that the prospective Tenderers should execute an agreement before submission of the tender to abide by the conditions of the Tender Notice.

Now the tenderer hereby agrees as follows:-

1. I/We hereby tender for the Work of **Construction of Internal Roads, Surface Drains & Culverts** for the proposed Cassia Tora Processing Plant – titled **Cluster-D** situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh]. The rates entered in the schedule mentioned in rule and in accordance in all respects with the Specifications, Designs, Drawings and instructions in writing referred to in rule *thereof*.

Memorandum

(a)	Name of Work	Construction of Internal Roads 7.5 Mtr. Width 100 RMT. (BT), Surface Drain (225 RMT.) & Culverts.
(b)	Estimated Cost of Work put to Tender	Rs. 10.46 Lac
(c)	Earnest Money	Rs. 7,900.00
(d)	Time allowed for the Work from the date of Written Order to Commencement.	9 Months including rainy season

2. I/We hereby declare that I/We shall not withdraw my/our tender/offer after submission of tenders. I/We further declare that I/We shall be bound by my/our offer and by the terms and conditions of the tender notice till orders of competent authority, accepting/rejecting my/our offer, are passed or another person or party is appointed as Contractor for which I/We have submitted the Tender.
3. I/We hereby agree to abide by and fulfill all Terms and Provisions of the said condition of the contract annexed *hereto* as far as applicable or in default thereof forfeit & pay to Managing Director or his successors in office the sums of money mentioned in the said conditions.

4. If I/We fail to commence the work specified in the above memorandum the said sum shall be retained by the Managing Director on account of Earnest Money as aforesaid or the full value of which shall be retained by the Managing Director.
5. In the event of my/our failure to abide by the conditions of this agreement I/We shall be liable to pay such penalty, as may be levied under the terms and conditions of the tender notice.
6. This agreement shall be deemed and always be deemed to be the terms and conditions of Tender Notice No. **FED/CLUSTER-D/2014/IB DATED : 08.09.2014** all of which shall form part of and shall be deemed to have become part of this agreement and shall be construed to have been specially provided for in this agreement.
7. I/We hereby declare that neither any dues of Forest Department/ **CGSMFPCFL** are outstanding against me/us in Chhattisgarh nor have I/We been blacklisted by the Government/**CGSMFPCFL**.

In witness whereof the tenderer has put his/her signature on the day and year written first above.

Note : - Since the document is being submitted as a part of digitally signed tender document in e-tendering process, so the physical signatures of the tenderer and Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-op. Federation Limited are not available on this document.

Annexure - V

(Annexure to Tender Notice No. **FED/CLUSTER-D/2014/IB** DATED : **08.09.2014**)

CONTRACTOR'S AGREEMENT
APPENDIX 2.13 (See paragraph 2.019)

FORM - A

CHHATTISGARH STATE MINOR FOREST PRODUCE (TRADING & DEVELOPMENT)
 CO-OPERATIVE FEDERATION LIMITED

A-25, V.I.P. ESTATE, KHAMHARDIH,
 SHANKAR NAGAR, RAIPUR [C.G.] - 492 007

This agreement made this day of(month)(year) between the Managing Director, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, Raipur (Chhattisgarh) hereinafter called **CGSMFPCFL** (which expression shall, where the context so admits, include his successor in office) of the one part and Shri Son of resident of Village and carrying on business in partnership with (i) Shri (ii) Shri (iii) Shri in the name and style of at a company registered under the Indian companies Act, 1913 (Act VII of 1913), the companies Act, 1956 (Act 1 of the 1956) and having its registered office at hereinafter referred to as the "Contractor" (which expression shall, unless the context does not so admit, include his heirs, executors, and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable).

Whereas, the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited had invited tenders for the Work of **Construction of Internal Roads, Surface Drains & Culverts** for the proposed Cassia Tora Processing Plant – titled **Cluster-D** situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwanganj, District: Surajpur [Chhattisgarh] vide its Tender Notice No. **FED/CLUSTER-D/2014/IB** DATED : **08.09.2014** and has accepted the rate offered by the Contractor for (in figures) (in words) Percent **below/above** the rates entered in the schedule mentioned in rule and in accordance in all respects with the Specifications, Designs, Drawings and instructions in writing referred to in rule *thereof* and which has been more fully described in the Tender Notice on terms and conditions hereinafter mentioned and has agreed to appoint him as Contractor for the said construction work for the period ending 9 months including rainy season from the date of written order of commencement of work.

Now these presents witness and it is hereby mutually agreed between the parties hereto as follows:-

Issued to Shri / M/s : _____

Class of Contractor : **A-1 and above**

Registration No. and Date : _____

Name of Work : **Construction of Internal Roads 7.5 Mtr. Width 100 RMT. (BT), Surface Drain (225 RMT.) & Culverts.**

Amount of Contract Rs. : **Rs. _____**

Amount of EMD Rs. : **Rs. 7,900.00**

Time allowed for Completion : **9 Months including rainy season**

Date of Opening of Tender : **10.11.2014**

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
General Rules and Direction for the Guidance of Contractors

- 1 Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs. 15,000 or less. The Notice Inviting Tender (N.I.T.) shall be posted in the Notice Board of the Office of the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-Operative Federation Limited, A-25, V.I.P. Estate, Khamhardih, Shankar Nagar, Raipur [C.G.] – 492 007, hereinafter referred to as the “CGSMFPCFL”; signed by the Managing Director as well as uploaded on the *website-www.cgmfpfed.org* of the “CGSMFPCFL”.

N.I.T. will state the work to be carried out as well as the date for submitting and opening Tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the Tender and amount of the Security Deposit to be deposited by the successful Tenderer & the Percentage, if any; to be deducted from Bills. It will also state whether a refund of quarry fees, royalties and ground rents will be granted. Copies of the Specifications, Designs and Drawings and a Schedule of Items and Rates of the various description of Work and any other documents required in connection with Work assigned for the purpose of identifications by the Managing Director or any other Authority competent to approve the Tender shall also be open for inspection by the Contractor at the office of the “CGSMFPCFL” during office hours.

Further that the schedule of items alongwith the rate payable shall be attached to the Tender documents and in the event of variation in rates given such list with the Schedule of Rates (SoR) approved by the Competent Authority shall prevail.

- 2 The Person or Persons signing the Tender shall state in what capacity he or she or they are signing the same *e.g.* Sole Proprietor or Karta of HUF or Partners of the Partnership Firm or the Managing Director/Director of a Company.

In case of Hindu Undivided Family (HUF) the names of the Members of the Family should be recorded in the Tender Document and the “Karta”, who can bind the Family should sign the same and indicate his status below the signature. In case of the Partnership Firm the names of all the Partners should be recorded in the Tender Document and the same should be signed by all the Partners or their duly constituted Attorney having authority to bind all the Partners in all matters pertaining to the Tender as recorded in the Power of Attorney or in the Partnership Deed. The Copy of the Partnership Deed should be uploaded. In case of the Limited Company the Tender shall be signed by a Person empowered to do so by the Company. The Copy of the Certificate of Incorporation, Article of Association & Memorandum of Understanding *w.r.t.* the Company, the letter authorizing the Person signing the Tender documents and the Power of Attorney should be uploaded.

- 3 Any Person who submits a Tender shall fill-up above or below the **SoR** specified in rule he is willing to undertake the work. Only One rate of percentage above or below the **SoR** on all the scheduled terms shall be named. Tenderer(s) which propose any alterations in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other condition of sort will be liable to rejection.
- 4 No, single Tender shall include more than one work but Contractors wish to submit Tender for two or more works shall submit a separate Tender for each. Tenders shall have the name and number of the work, to which they are submitted for; written outside the envelope.
- 5 The Authority, receiving Tenders or his duly authorized assistant will open Tenders in the presence of any intending Contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for Earnest Money will be given to all Tenderers except whose Tenders are rejected and whose Earnest Money is refunded on the day the Tenders are opened.
- 6 The officers competent to dispose of the Tenders shall have right of rejecting all or any of the Tenders.
- 7 The memorandum of work tendered for be defined in the Tender Form. If a Form is issued to Tenderer without having been so filled in and completed he shall request the officer to have this done before he completes and delivers his Tender.

CONDITIONS OF CONTRACT

DEFINITIONS

1. The Contract means the documents, forming the Notice Inviting Tenders and Tender Documents submitted, by the Tenderer and the acceptance *thereof* including the formal agreement executed between the Managing Director “CGSMFPCFL” and the Contractor.
2. In the Contract the following expressions shall unless otherwise required by the context have meaning hereby respectively assigned to them.
 - (a) “CGSMFPCFL” means the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-Operative Federation Limited, A-25, V.I.P. Estate, Khamhardih, Shankar Nagar, Raipur [Chhattisgarh] – 492 007.
 - (b) The Site means the Land and or other places on, into or through which work is to be executed under the contract or any adjacent Land, Path or Street through which work is to be executed under the contract or any adjacent Land, Path or Street which may be allowed or used for the purpose of carrying out the Contract.
 - (c) The Managing Director means the Managing Director of the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-Operative Federation Limited, A-25, V.I.P. Estate, Khamhardih, Shankar Nagar, Raipur [Chhattisgarh] – 492 007 and his successors in Office.
 - (d) The Project Management Consultant (PMC) means the Agency/Organization selected/deputed by CGSMFPCFL, who shall supervise and be in charge of the work.
 - (e) The expression Work or Works shall unless thereby mean something either in the subject or context repugnant to such construction to be constructed taken to mean the Works or by picture of the Contract, to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Note - Words importing the singular number include plural number and 'vice-versa'.

Security Deposit and Performance Guarantee

CLAUSE-1:

- 1.1** The person whose Tender may be accepted thereafter called the Contractor(s) which expression shall unless included by or repugnant to the context include his heirs, executors, administrators, representatives and assigns shall permit the Managing Director or his Successor in Office at the time of making any payments for the value of work done under the contract to deduct the Security Deposit as under:

The Security Deposit to be taken for the due performance of the Contract under the terms & conditions printed on the Tender Form will be the Earnest Money plus a deduction of percent from the payment of the Running Bills, till the together amount is 5 percent of the cost of work put to Tender or 5 percent of the cost of the works executed, whichever is higher. The Security Deposit would be adjusted at the time of remittance of Final Bill after the submission of the Completion Certificate.

- 1.2 The Contractor(s) which expression shall unless included by or repugnant to the context include his heirs, executors, administrators, representatives and assigns shall permit the Managing Director or his Successor in Office at the time of making any payments for the value of work done under the contract to deduct the Performance Guarantee as under:

The Performance Guarantee to be taken for the due performance of the Contract under the terms & conditions printed on the Tender Form will be a deduction, *over & above the Security Deposit*; of 5 percent from the payment of the Running Bills. The Performance Guarantee would be refunded to the Contractor(s) after 1 year from the date of issue of Completion Certificate and satisfactory Performance of the Construction Work.

Compensation for Delay

- CLAUSE-2:** The time allowed for the carrying out the work as entered in the Tender Form shall be strictly adhered to by the Contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the Contractor for a work where completion is up to 6 months.

For Works for which the Completion Period is beyond Six months:-

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the Contractor. The work shall, throughout the stipulated period of contract; be proceeded with all due diligence keeping in view that time is the essence of the contract. The Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8 of the work before 1/2 of such time has elapsed and 3 month of the work 3/4th of such time elapsed in the event of the Contractor failing to comply with the above conditions, the Managing Director shall impose on the Contractor as, compensation an amount equal to:

- (1) 1/2 percent of the value of work per week in respect of work costing upto Rs. 2,00,000.
- (2) 3/8 percent of the value of work per week in respect of work costing above Rs. 2,00,000 and up to Rs. 5,00,000.
- (3) 1/4 percent of the value of work per week in respect of work costing above Rs. 5,00,000 and up to Rs. 10,00,000.
- (4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000 and up to Rs. 25,00,000.
- (5) 1/10 percent of the value of work per week in respect of work costing Rs. 25,00,000 and above. The total amount of compensation under the provision of the Clause shall be limited to 6 percent of the value of work.

The decision of the Managing Director “CGSMFPCFL” shall be final.

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the PMC decides that Contractor is liable to pay compensation for not giving proportionate progress under this cause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the Contractor subsequently makes up the progress for the lost time within the period of contract including extension granted, if any.

Action when the Work is left Incomplete, Abandoned or delayed beyond permitted limit allowed by the Managing Director “CGSMFPCFL”

CLAUSE-3: In any case in which under any clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit whether paid in one sum or deducted by the installments or committed a breach of any of the rules contained in clause-24 or in the cause of abandonment of the work, except due to permanent disability or death of the Contractor or any other cause, the Managing Director on behalf of the “CGSMFPCFL” shall give a notice before 15 days for work costing up to Rs. 10.00 Lacs and before 30 days for works costing above Rs. 10.00 Lac and in the event of the Contractor failing to comply with the direction contained in the said notice, shall have power to adopt any of the following courses as he may deem best in the interests of the “CGSMFPCFL”.

- (a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Managing Director shall be conclusive evidence) and in which case the Security Deposit of the Contractor shall be forfeited at the absolute disposal of the Managing Director.
- (b) To employ labour paid by the Works Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour, and the price of the materials (of the amount of which cost and price certificate of the Managing Director shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and same rates as if it had been carried out by the Contractor under the term of his contract or the cost of the labour and the price of the materials as certified by the Managing Director whichever is less. The certificate of the Managing Director as to the value of the work done shall be final and conclusive against the Contractor.
- (c) To measure-up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him of the amount of which excess certificate in writing of the Managing Director shall be final and conclusive shall be borne and paid by the original Contractor & may be deducted from any money due to him by “CGSMFPCFL” under the contract or otherwise from his Security Deposit or the proceeds of sale thereof or a sufficient part thereof. In the event of any of the above course is being adopted by the Managing

Director the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or produced any material, entered into any agreements or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for works actually performed under the contract until the Managing Director will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Whenever action is taken under Claus-3 (a) the Contractor's Bill is to be finalized within three months from the date of rescission both in the case of Building Works and Road and Bridges Work.

Power to take possession of or require removal of Materials, Tools and Plants or sale of Contractor's Plants etc.

CLAUSE-4: In any case in which any of the Powers, conferred upon the Managing Director by Clause-3 *thereof* shall have become exercisable and the same shall not be exercised, the non-exercised *thereof* shall not constitute a waiver of any of the condition *thereof* and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any Clause or Clauses *thereof* he is declared liable to pay compensation amounting to the whole of his Security Deposit & the liability of the Contractor for the post & future compensation shall remain unaffected. In the event of the Managing Director putting enforce either of the power (a) (b) or (c) vested upon him under the preceding Clause he may, if he so desires, take possession of all or any Tools, Plant, Material or Stores in or upon the works for the site *thereof* or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part *thereof* paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by Managing Director whose certificate thereof shall be final otherwise the Managing Director may, by notice in writing to the Contractor or his clerk of the works foreman or other authorized agent require him to remove such Tools, Plant, Materials or Stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition the Managing Director may remove them at the Contractors expense or sell them by auction or private sale on account of the Contractor & at his risk in all respects and the certificate of the Managing Director as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Extension of Time

CLAUSE-5: If the Contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Managing Director within 30 days of the date of hindrance on account of his be desirous of such extension as aforesaid and the Managing Director with whom he has signed the agreement shall if in his

opinion, (which shall be final) reasonable grounds are shown *thereof* may authorize such extension for a period not exceeding 9 months. Any further extension shall be subject to previous sanction of Managing Director (ground to be shown thereof) provided always where the PMC has recommended the grant to the extension/permitted the Contractor to carry out the work reserving the right of the “CGSMFPCFL” impose the liquidated damages (as provided for under agreement) the Running Bills shall continue to be paid to him.

Provided further if any extension applied for is proposed to be refused the Managing Director shall give the Contractor an opportunity to be heard before taking final decision.

Final Certificate

CLAUSE-6: On completion of the work the Contractor shall be furnished with a certificate by the PMC of such completion in the form, available in **Annexure - VII**, but no such certificate shall be given, not shall the work be considered to be complete until the Contractor shall have removed from the premises, on which the works shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any Building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the works shall have been measured by PMC whose measurements shall be binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to remove of the scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed to the completion of the work, the PMC may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payments on Intermediate Certificate to be regarded as Advance

CLAUSE-7: No payments shall ordinarily be made for works estimated to cost less than Rs. 1,000 (Rs. One Thousand only) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of work is considered desirable in the interest of works, the Contractor may be paid at the discrete of the Managing Director. But in the case of works estimated to cost more than Rs. 1,000.00, the Contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the PMC whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment for works actually done and completed, and shall not pre-conclude their accruing of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected, or be considered as on admission of the due performance of the Contractor or any such part thereof in any respect of the accruing of any claim, not

shall it conclude, determine effect in any way the powers of the PMC under these conditions or any of them as the final settlement and adjustment of the accounts or otherwise or in any other way vary effect of the contract. The final Bill shall be submitted by the Contractor within one month of the date fixed for completion of the work otherwise the PMC's certificate of the measurement of the total amount payable for the work accordingly shall be final and binding on all parties.

Running Bills to be submitted

CLAUSE-8: The running bill shall be submitted by the Contractor at various stages of construction as per time schedule of construction works. The Project Management Consultant (PMC) shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible adjusted if possible before expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid the PMC may depute a sub-ordinate to measure-up the said work in the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant and the PMC may prepare a bill from such list which shall be binding on the Contractor in all respect.

Bills to be Printed

CLAUSE-9: The Contractor shall submit all bills in Printed Forms as to be had on application at the office of the PMC, and the charges in the bills shall always be entered at the rates specified in the Tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the Tender at the rates hereinafter provided for such work.
The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of the materials supplied departmentally at rates specified in the agreement.

Receipt to be signed by Partners or Persons having authority to do so

CLAUSE-10: Receipts for payments made on account of a work when executed by firm must also be signed by the several partners except where the Contractors are described in their Tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

Work to be executed in accordance with Specification, Drawing, Order etc.

CLAUSE-11: The Contractor shall execute the whole and every part of work in the most substantial and workman like manner and both as regards, materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the PMC in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work

for the purpose of inspection during office hour and the Contractor shall if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such Designs, Drawings and Instructions as aforesaid.

PWD, Govt. of C.G. specifications shall apply along with the various I.S.I. codes in the case of any variance the following order of preference shall prevail:

- (1) Specifications as per N.I.T.
- (2) Specifications as per **SoR** of PWD. (Building & Roads) Govt. of C.G.
- (3) I.S.I. Code I.R.C. Specification.
- (4) Central PWD Specification.
- (5) Mode of measurements for building shall be provided in the SoR applicable to the contract. Where such mode of measurements is not specified in the SoR it shall be done as per I.S.I. Code of building measurement. However, if a mode of measurement is specifically mentioned in the N.I.T. the same will get preference over all the above.

Additions/Alterations in Specifications and Designs

CLAUSE-12: The PMC shall have power to make any alterations in, omissions from, additions to, or substitution for the original Specifications, Drawings, Designs and Instructions, that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the PMC and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in respects on which he agreed to do the main work and at the same rates as are specified in the Tender for the work, provided the total value of such increased or altered or substituted work does not exceed 2% of the amount put to Tender inclusive of Contractor's percentage. If such value exceeds 2% it shall be open to the Contractor for either determine the contract or apply for extension.

Extension of Time in Consequence of Alterations

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bearing to the original Contractor's work and certificate of the PMC shall be conclusive as to such proportion.

Rates for works not in Schedule of Rates

And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the applicable schedule of rates which was in force on the date of Tender provided that when the Tender for the original work as a percentage below or above the schedule of rate, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction/addition and if such class of work is not entered in and arrange to carry out in such manner as may be considered advisable provided always and if the Contractor shall commence work or incur

any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates aforesaid according to such rate or rates as shall be fixed by the PMC. In the event of a dispute the decision of the Managing Director shall be final. If during the course of execution where it is found necessary that certain item/items of work not provided for in the **SoR** are required to be carried out then the PMC shall indentify such item/items including approximate quantity of the contract and ask the Contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The PMC shall obtain approval modification of the proposed rate from the Managing Director and communicate the same within a period of 4 weeks to the Contractor. In case the Contractor agrees to the above rates as fixed by the Managing Director then they shall form a part of supplementary schedule of the contract agreement. If the Contractor does not agree to the rate of the Managing Director then it shall be open for the PMC to get the work executed through any other agency. The Contractor will not, however, be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency. If the Contractor commences non schedule work or incur expenditure in regard there to before the rates shall have been determined by the Managing Director then he shall be entitled for payment for the work done as may be finally, decided by the Managing Director in the event of dispute, the decision, of the Managing Director shall be final.

No claim to any payment or compensation in alteration or in rescission of works

CLAUSE-13: If in case after the execution of the Contract documents the PMC shall, for any reason whatsoever, require the whole or any part of the work, as specified in the Tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor he shall give notice in writing of the fact to the Contractor who shall there upon suspend or stop the work totally or partially as the case may be. In any such case except as provided here under the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been parried out or on account of any loss that he may put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the Contractor shall be paid for such materials at the rates determined by the PMC provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to, in respect of materials., agreed to be purchased or purchased by him. The amount of such compensation to be determined by the PMC whose decision shall be final. If the Contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause,

the Contractor shall on application be entitled to such compensation on account of labour charges as the PMC, whose decision shall be final, may consider reasonable provided that the Contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the PMC the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months then this suspension of the work will be considered as permanent stoppage of the work and the Contractor can determine the contract, if he so desires.

Time Limit for Unforeseen Claims

CLAUSE-14: Under no circumstances whatsoever shall the Contractor be entitled to any compensation from “CGSMFPCFL” in any account unless the Contractor shall have submitted claim in writing to the PMC within one month of the cause of such claim occurring.

Action and Compensation payable in case of Bad Work

CLAUSE-15: If at any time before the Security Deposit is refunded to the Contractor, it shall appear to the PMC or his Sub-ordinate in charge of the work, that a work has been executed, with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any material/articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the PMC to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the Contractor shall be bound forthwith to rectify or remove the work so specified in whole or in part as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the PMC in the written intimation aforesaid the Contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days during which the failure so continues and in the case of any such failure the PMC may rectify or remove and re-execute the work or remove/replace the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. Should the PMC consider that any such inferior work or materials as described above may be accepted or made use it shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

Work to be open for Inspection: Contractor or Responsible Agent to be present

CLAUSE-16: All work under or in course of execution or executed in the Contract at all time be open to the inspection in supervision of the PMC and his Sub-ordinates and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the PMC or his Sub-ordinate to visit the work shall have been given to the Contractor either himself to be present to

receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Representative of the Contractors shall be considered to have the same force if they had been given to the Contractor himself.

Notice to be given before Work is Covered Up

CLAUSE-17: The Contractor shall give not less than five days notice in writing to the PMC or his Sub-ordinate in charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be re-covered at the Contractor's expenses or in default thereof no payment or allowance shall be made for such work of the materials with which the same was executed.

Contractor liable for damage done and for Imperfections for Twelve Months after Certificate

CLAUSE-18: If the Contractor or his work people or servants shall break, deface, injure or destroy any part of Building in which they may be working or any building road, curbs, fences, enclosures, water pipes cables, drains electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall upon to the work while in progress, from any cause whatever or any imperfection become apparent in it within three months (six months in the case of a Road Work) after a final certificate or other wise of its completion shall have been given by the PMC as aforesaid, the Contractor shall make good the same at his own expense or in default, the PMC may cause the same to be made good by other workman and deduct the expense of which certificate of the PMC shall be final) from any sum that may be then or at any time thereafter, may become due to the Contractor or from his Security Deposit the proceeds of sale thereof or of a sufficient portion thereof.

The Contractor hereby also covenants that it shall be his responsibility to see that the Buildings constructed under this contract do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the PMC during the said period the same shall be removed by him at his own expenses or in default the PMC may get them removed and deduct the expense thereof from any sum that may be then due to or may become due to the Contractor or from the Security Deposit of the Contractor on amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roofs are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed and if any amount still remains due to this account, after making deductions as aforesaid the same may be recovered from him as and arrears of land revenue cash security.

The Security Deposit of the Contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realized 25% of the amount shall be refunded on maintenance

period being over even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

Contractor to Supply Plant, Ladders, Scaffolding etc.

CLAUSE-19: The Contractor shall supply at his own cost materials (except such special materials if any in accordance with the contract to be supplied from the PMC's Stores), Plants, Tools, Appliances, Implements, Ladder, Cordage, Tackle, Scaffolding and temporary works requisite for the proper execution the work whether original altered or substituted and whether included in the specification or other documents forming part of the Contract referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirements of the PMC as to any matter as to which under these conditions is entitled to be satisfied or which he is entitled to be-required together with carriage therefore to and from the work. The Contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting weighing & assisting in the measurement or examination at any time and from time to time of the work, or materials, failing in doing so the same may be provided by the PMC at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his Security Deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights, fencing etc. The Contractor also shall provided at on his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained of the above precautions & to pay any damage and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Contractor, be paid to compromise any claim by and such person.

Compensation under Section 12 Sub -Section (I) of the Workman's Compensation Act – 1923

CLAUSE-20: In every case in which by virtue of the provisions of Section-12, Sub-Section (I) of the Workman's Compensation Act - 1923 “CGSMFPCFL” is obliged to pay compensation to a Workman Employed by the Contractor in execution of the Works. “CGSMFPCFL” will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of “CGSMFPCFL” under Section (1) Sub-section (2) of the said Act. Government shall be a liberty to recover the amount or any part thereof by deducting from the Security Deposit or from any sum due by Government to the Contractor whether under this Contractor otherwise.

Government may not be bound to contest any claim made against them under Section-12, Sub-section (1) of the said Act exception the written request of the Contractor and upon his giving to “CGSMFPCFL” full security for all cases for which “CGSMFPCFL” might become liable inconsequence of contesting such claim.

Labour

CLAUSE-21: The Contractor should get himself registered under Contract-Labour Regulations and Obligation Act-1970 including its amendments after getting a certificate from the principal employer who will be the PMC.

CLAUSE-22: No Labour below the age as prescribed by relevant Act shall be employed on the work.

Fair Wage

CLAUSE-23: The Contractor shall pay not less than fair wages to Labours engaged by him on the work.

Explanations:

- (A) “Fair Wage” means wage where for time or piece work notified at the time of inviting Tenders for the work and where such wages have not been so notified; the wages prescribed by the Government.
- (B) The Contractor shall not withstanding the provisions of any contract to the contrary cause to be paid a fair wage to Labourers indirectly engaged on the work including any labour engaged by his sub-Contractors in connection with the said works, as if the Labours had been immediately employed by him.
- (C) In respect of labour directly, in-directly employed on the works for the performance of the Contractor's part of this agreement the Contractor shall comply with or caused to be complied with the Labour Act, *in vogue*.
- (D) The “CGSMFPCFL” shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making the loss suffered by a worker or workers by reasons of non fulfillment to the conditions of the contract for the benefit of the worker's nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.
- (E) The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (F) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall deemed to be a breach of this contract.

Not to be Sublet

CLAUSE-24: The Contract may be rescinded and Security Deposit forfeited, for subletting, bribing or if Contractor becomes in-solvent.

The Contractor shall not assign or sublet without the written approval of the Managing Director, and if the Contractor sublets his contract not be assigning or attempt to do so or become insolvent, commits any insolvency proceeding or make any composition with his creditors, or attempts so to do, if any bribe, gratuity, gift, loan, perquisite reward of and advantages property otherwise shall either directly or indirectly be given or promised, offered by the Contractor or any

of his servants or agents to any Public Officer or Person, the Employee of Government in any ways relating to his office or employment, or if any such Officer or Person shall become in any way directly or indirectly interested in the contract, the Managing Director may there upon by notice in writing rescind the contract and the Security Deposit of the Contractor shall there upon stand forfeited and be absolutely at the disposal of “CGSMFPCFL”. The same consequences shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitle to recover or be paid for any work thereof actually performed under the contract.

If the Contractor gets item/items of work executed on a take rate basis with or without materials that shall not amount to sub-letting of the contract.

Sum payable way of compensation to be considered as reasonable compensation without reference to actual loss

CLAUSE-25: All sums payable by way of compensation under any-of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in Constitution of Firm

CLAUSE-26: In the case of a Tender by Partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Managing Director for his information.

Work to be under executed the Direction of Managing Director

CLAUSE-27: All works to be executed under the Contract shall be execute under the direction and subject to the approval in all respect of the Managing Director, “CGSMFPCFL” for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Arbitration Clause

CLAUSE-28: Except as otherwise provided in this contract all question and dispute relating to the meaning of specifications, designs, drawings, and instructions herein before mentioned and as to thing whatsoever in any way arising out of relating to the contract designs, drawings, specifications estimates, concerning the works, or the execution or failure to execute the same, whether, arising the progress of work or after the completion or abandonment thereof shall be referred to the Managing Director, “CGSMFPCFL” for his decision within a period of 30 days of such occurrence.

There upon the Managing Director shall give his written instructions and or decision within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If the Managing Director fails to give his instructions or decisions in writing within a period of 60

days or mutually agreed time after being requested the aggrieved parties against the decision of the Managing Director may within 30 days prefer an appeal to the Secretary, Department of Forest, Govt. of C.G., who shall offer an opportunity to the parties of being heard and to offer evidence in support of their appeal. The Secretary, Department of Forest, Govt. of C.G. will give his decision within 90 days. If any party is not satisfied with the decision of the Secretary, Department of Forest, Govt. of C.G. he can refer such disputes for Arbitration by Arbitration Board to be constituted by the “CGSMFPCFL” which shall consist of three members of whom one shall be chosen from among the officers belonging to the “CGSMFPCFL” not below the rank of Chief Conservator of Forest, one Retired Chief Engineer of any Technical Department and one serving Officer not below the rank of Chief Engineer belonging to another Technical Department.

The following are also the terms of this contract namely-

- (A) No person other than the aforesaid Arbitration Board constituted by the “CGSMFPCFL” (to handle cases of all Technical Departments) shall act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all.
- (B) The “CGSMFPCFL” may at any time effect any change in the personnel of the Board and the new members or members appointed to the Arbitration Board shall be entitled to proceed with the stage at which it was left by his or their predecessors.
- (C) The party invoking Arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together the amount or amounts claimed in respect of each such dispute(s).
- (D) Where the party invoking Arbitration is the Contractor, no reference for Arbitration shall be maintainable, unless Contractor has furnished a Security Deposit of a sum determined according to the table given below and the sum so deposited shall on the determination of Arbitration proceedings be adjusted against the cost, if any, awarded by the Arbitration Board against, the party and the balance remaining after such adjustment or in the absence of the such cost being awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

Amount of Claim	Rate of Security Deposits
For Claim below Rs. 10,000.00	5% of the amount claimed
For Claims above Rs. 10,000.00 but below Rs. 1,00,000.00	3% of amount claimed subject to minimum of Rs. 500.00
For Claims of Rs. 1,00,000.00 & above	2% of amount claimed Subject to a minimum of Rs. 3,000.00

- (E) If the Contractor does not make any demand for Arbitration in respect of any Claim(s) in writing within 90 days on receiving intimation from the PMC that the final bill is ready for payment the claim of the Contractor shall be deemed to have been waived and absolutely barred & the “CGSMFPCFL” shall be discharged or released of all liabilities under the contract in respect of such claim(s).

- (F) The Arbitration Board may from time to time, with the consent of the parties extend the time for making the award.
- (G) A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the Contractor and payment as per terms conditions of the agreement shall be continued by the “CGSMFPCFL”.
- (H) Except where otherwise provided in this contract, the provisions of the Arbitration Act 1940 and the rules made there under for the time being enforce, shall apply to the Arbitration proceedings under this clause.

Lump sum in Estimate

CLAUSE-29: When the estimate on which a Tender is made includes lump sums in respect of the works, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the PMC, capable of measurement, the PMC may at his discretion pay the lump sums amount entered in the estimates, and the certificate in writing of the PMC shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no Specification is mentioned

CLAUSE-30: In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by PMC for application to work and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the PMC.

Claim for Quantities entered in the Tender of Estimate

CLAUSE-31: Quantities shown in the Tender are approximate and claim shall be entertained for quantities of work executed being either more or less than those entered in the, Tender of estimate.

Claims for Compensation for delay in Starting the Work

CLAUSE-32: No compensation shall be allowed for any delay caused in the parting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according sanction to estimates.

Employment of Scarcity Labour

CLAUSE-33: If Government declare a state of scarcity or famine to exist in any village situated within sixteen kilometers of the work the Contractor shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the PMC or any person whom the Managing Director may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may, be in connection with the implementation of the clause shall

be decided by the Managing Director whose decision shall be final and binding on the Contractor.

Technical Examination

CLAUSE-34: The “CGSMFPCFL” shall have the right to cause Audit and Technical Examination of the works and the final bills of the Contractor including all supporting vouchers, abstracts etc. to be made as per payment of the final bill and as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed the Contractor shall be liable to refund the amount of over payment and it shall be lawful for the “CGSMFPCFL” to recover the same from the Security Deposit of the Contractor or from any dues payable to the Contractor from the “CGSMFPCFL”. If it is found that the Contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the “CGSMFPCFL” the Contractor.

In the case of any audit examination and recovery consequent on same the Contractor shall be given an opportunity to explain his case and the decision of the Managing Director shall be final.

In the case of Technical Audit consequent on which there is a recovery from the Contractor, no recovery should be made without the orders of the Managing Director whose decision shall be final. All action under this clause should be initiated and intimated to the Contractor within a period of twelve months from the date of completion.

Testing of Materials

CLAUSE-35: The contractor shall obtain the test reports of the Building and construction materials as per the instructions of the PMC from time to time at various stages of construction work. The cost of testing and all kinds of incidental expenses will be borne by the contractor. The testing of the material shall have to be carried out in any Govt. certified testing laboratory or any Gov. Department like Govt. Engineering College, C.G. Housing Board, PWD, CSIDC etc. .

Death or Permanent Invalidity of Contractor

CLAUSE-36: If the Contractor, either an individual or a proprietary concern or a Partnership Firm, dies during the currency of the Contract, becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages, compensation as provided for in clause 30 of the contract agreement. However, if the Managing Director is satisfied about the competence of the survivors then the Managing Director shall enter in to a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

Penalty for Breach of Contract

CLAUSE-37:

37.1 On the breach of any term or condition of this contract by the Contractor the “CGSMFPCFL” shall be entitled to forfeit the Security Deposit and Performance Guarantee or the balance thereof that may at the time be remaining and to retain the same as damages and compensation for the said breach, but without prejudice to the right of the “CGSMFPCFL” to recover further sums as damages from any sums due or which may become due to the Contractor by “CGSMFPCFL” or otherwise howsoever.

37.2 Further, on the breach of any term or condition of this Contract or the intermittent Termination of the Agreement due to any reason by the Contractor the “CGSMFPCFL” shall have to invite other Contractor(s) or may have to re-process the e-tender for completion of the balance work thereof w.e.f. the date of occurrence of breach of any term or condition of this Contract or the intermittent Termination of the Agreement. Under such circumstances the Contractor(s) will be liable to pay the entire cost, both direct & incidental; incurred by the “CGSMFPCFL” in excess of the remaining cost of the balance work.

NOTE- The person or firm submitting the Tender should see that the rates in the schedule showing materials by the “CGSMFPCFL” are filled up by the Managing Director on the issue of the Form prior to the submission of the Tender.

Time Schedule for Stage wise Construction Work

CLAUSE-38: The Contractor(s) shall have to abide by the Time Schedule for Stage wise Construction Work as may be derived by the “CGSMFPCFL”. The Time Schedule will be made available to the Contractor(s) at the time of issue of the Notice to Start the Work. The deviation from the Time Schedule of Construction Work shall be treated as Breach of Term & Condition and suitable action will be taken accordingly as may be deemed fit by the Managing Director “CGSMFPCFL”.

Signature of the Officer by whom accepted
with Designation and seal of office

WITNESS:

1. Signature
- Name
- Full Postal Address
.....
2. Signature
- Name
- Full Postal Address
.....

**Signature of the Contractor above named in
Presence of following witnesses
with name and seal**

WITNESS:

1. Signature
 Name
 Full Postal Address

2. Signature
 Name
 Full Postal Address

ANNEXURE – VI

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.

A-25 V.I.P. ESTATE, NEAR V.I.P. CLUB, KHAMARDIH, SHANKAR NAGAR, RAIPUR (C.G.)

Notification No.: FED/CLUSTER-D/2014/IB

Dated : 08.09.2014

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for the..... has been accepted by
Managing Director on behalf of the “CGSMFPCFL” on theday of
.....(month) 2014 and you are hereby ordered to commence the work.

PMC

The above notice to the Contractor(s) to start work from the day of
.....(month) 2014 was issued vide this office memorandum No.:
Dated the

Signature of the Contractor

Signature of PMC

ANNEXURE – VII

CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OP. FED. LTD.

A-25 V.I.P. ESTATE, NEAR V.I.P. CLUB, KHAMARDIH, SHANKAR NAGAR, RAIPUR (C.G.)

Notification No.: FED/CLUSTER-D/2014/IB

Dated : 08.09.2014

COMPLETION CERTIFICATE

In pursuance of Clause 6 of the Agreement in Form-A of **Annexure - V**, dated the/...../..... between Contractor Shri / M/s..... and the Managing Director, “**CGSMFPCFL**”, it is hereby certified that the said Contractor has duly completed the execution of the-work under, taken by him, on this day of(month) 2014 .

Signature of the PMC

Annexure – VIII

Instructions for the Submission of the Online Tender

(Condition 25 of Tender Notice)

Note: The following steps need to be carried out for online submission of the Tender. Detailed instructions for each of the steps are given in the Tenderer's Manual on the Home Page of <https://cgmpfed.abcprocure.com>.

1. Sequence of steps for online tender submission:

Step 1 – To obtain Digital Signature Certificate (DSC) :

The DSC is issued by an approved certifying authority, authorized by the Controller of Certifying Authorities (CCA), Government of India. The individual may obtain information required for issuance of a Class II / Class III DSC from the Controller of Certifying Authorities (www.cca.gov.in). The tenderer will have to obtain DSC from <https://cgmpfed.abcprocure.com> or any other CCA approved agency.

DSC is issued upon receipt of mandatory identity proofs and verification letters attested by a Gazetted Officer. Only upon the receipt of the required documents, a DSC can be issued.

Important Note: The offers submitted online should be signed electronically with a DSC to establish the identity of the tenderer. In case, during the process of a particular tender, the user loses his/her DSC (e.g. due to virus attack, hardware problem, operating system problem etc.) he may not be able to submit the offer online. Hence the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the DSC issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to no-objection certificate / power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the DSC as per Indian *IT Act 2000*. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to submit tender on behalf of the firm for the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-op. Federation Limited (C.G.M.F.P. Federation) tenders as per *Information Technology Act 2000*. The DSC of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firm to inform the Certifying Authority or Sub-Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh '**authorization certificate**' for the new user.

The same procedure holds true for the authorized users in a Private / Public company. In this case, the authorization certificate will have to be signed by the directors of the company.

Step 2 – Online registration of intending tenderer:

In order to participate in the tender, the tenderer is required to be registered on the e-Procurement portal (<https://cgmfpfed.abcprocure.com>). Only after online registration of the tenderer, the tenderer shall be allowed to participate in the tenders floated by the C.G.M.F.P. Federation using the e-Procurement System.

The following Registration Fee will be charged by the Service Provider (i.e. e-Procurement Technologies Limited) from the tenderer:

Sl. No.	Description	Charges	Service Tax @ 12.36%	Total Amount
1.	Online Registration (Valid for One Year)	Rs. 2500/-	Rs. 309/-	Rs. 2809/-

Documents required for Registration with the e-Procurement portal

- (I) **In case of Renewal** – No documents required for renewal of registration on the e-procurement portal.
- (II) **In case of New Registration** – The following documents required alongwith online registration form :-

(a) Individual or Proprietorship Firm –

Any one ID Proof and One Address Proof (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
			Bank Pass Book

(b) Partnership Firm –

- (i) **Any one ID Proof and One Address Proof** (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
			Bank Pass Book

- (ii) **Partnership Deed** details which have to be attested by partners with their company seal.

(c) Pvt. & Ltd. Company –

- (i) **Any one ID Proof and One Address Proof** (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
			Bank Pass Book

- (ii) **Any one of the Organization proof issued by Government** (Attested by authorized signatory of Organization alongwith organization seal)

- **Certificate of Incorporation**
- **Articles of Incorporation**
- **Memorandum of Association**

(d) Hindu Undivided Family (H.U.F.) –

Any one ID Proof and One Address Proof (Attested by Banker or Notary or Gazetted Officer as well as Self Attested)

ID Proof	PAN Card	Address Proof	Electricity Bill
	Passport		Passport
	Voter ID		Voter ID
	Driving License		Driving License
			Bank Pass Book

The scanned copies of all required documents as above and payment proof of required fees for New registration and only payment proof of required fees for renewal are required to submit by the intending tenderer to e-Procurement Technologies Limited (abcProcure). After verification of the above documents the e-Procurement Technologies Limited (abcProcure) will registered the Tenderer and inform by the e-mail accordingly.

After obtaining the Digital Certificate successfully installed on their system, the tenderer have to be online registered through “**New Bidder Registration**” page of the e-Procurement portal (<https://cgmpfed.abcprocure.com>) and mapped their Digital Certificate.

After online registration your registration will be approved by the Service Provider and intimate the same to the tenderer. The tenderer will be inform about the Tenderer’s Code, login Id & password. The login Id and password will be required for online tender preparation and the Tenderer’s Code will be used for making EMD payment through RTGS/NEFT mode, if opted for.

Step 3 – Online tender preparation

Technical Bid Envelope

1. Tenderer's Information - Form No. 1 of Annexure – II
2. EMD Details - Form No. 2 of Annexure – II
3. Undertakings - Form No. 3 of Annexure – II
4. Documents to be Uploaded - Form No. 4 of Annexure – II
5. Tenderer's Agreement - Annexure – IV

Financial Bid Envelope

1. Financial Bid - Form No. 1 of Annexure – III
2. Undertakings - Form No. 2 of Annexure – III

Step 4 – Online payment of E.M.D.

EMD can be paid online through Net-banking/Debit Cards/Credit Cards/RTGS/NEFT mode. In case, RTGS/NEFT mode is opted for, the detailed procedure is given below at point no. 2.2.

It will be solely the tenderer's choice to select any of these payment options viz. Net-banking/Debit Cards/Credit Cards/RTGS/NEFT, best suited to him. It is understood that the tenderer is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is tenderer's responsibility to see that the amount of EMD is credited to C.G.M.F.P. Federation.

Step 5 – Final submission of the tender.

2. Other Information:

2.1 Set-up of Machine:

In order to operate on the e-Procurement System, following minimum operating system and hardware is required.

- Windows XP with service pack 3
- Windows vista / windows 7
- Browser Internet Explorer 7, 8 or 9
- Minimum bandwidth 512 kbps
- Minimum RAM 2 GB

2.2 Procedure of payment of EMD through RTGS / NEFT mode :

Since RTGS / NEFT payments are settled by RBI in batches, intended EMD amount is required to be paid at least one day in advance of online tender submission by following procedure:

A. Please mention the following details while making the RTGS / NEFT payment from your Bank:

(i) Beneficiary account number – This will be in the following format:

<CGMF+ Tenderer Code>

For example, in case your Tenderer Code is ABC66215, the beneficiary account number will be **CGMFABC66215**.

(ii) Beneficiary bank branch - **ICICI Bank, CMS, Mumbai**

(iii) Beneficiary IFSC code - **ICIC0000104**

B. After completing the online tender preparation formalities, select RTGS / NEFT payment option at the EMD payment screen. Upon doing so, you shall be able to view the funds already remitted by you through NEFT / RTGS as available balance in beneficiary account. Tenderer should note that available balance against their name in ICICI Bank is not E.M.D. amount available with C.G.M.F.P. Federation.

C. Please proceed to deposit the E.M.D from available balance. Upon doing so, the required amount to be paid for the EMD, shall get appropriately deducted from the amount remitted and payment of E.M.D. shall be confirmed & receipt will be generated in real time.

D. In case there is excess remittance i.e. money not transferred for use as E.M.D., the refund of the same can be claimed by the tenderer simultaneously. On submitting refund request, the amount would be transferred in the bank account opted by you by next working day.

E. In case, tenderer wants to utilize the excess fund (i.e. the remaining available balance) for participating in next round of tender by Federation under e-Procurement portal, they may do so instead of taking refund.

Please feel free to get in touch with our e-procurement support team / ICICI Bank support team in case any clarification is required.

2.3 Submission of Online Offers:

C.G.M.F.P. Federation will not be responsible for any failure on part of the tenderer in submission of the Tender and/or the EMD etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, non-credit of said amounts of EMD and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering, the tenders will not be submitted/ received by C.G.M.F.P. Federation unless the EMD is received/ credited before scheduled time and date. Hence, tenderer shall remit the said amount well in advance. It is clarified that the Tenders will not be considered for opening if EMD is not received/ credited before schedule time and date, for any reason whatsoever.

The tenderer is advised to submit his/her tender as well as pay the EMD amount well before the cut-off time and date to avoid any inconvenience on account of any problem e.g. system slow down or network problem.

2.4 Helpline:

For any assistance regarding Registration on e-Procurement portal, DSC, online tender form submission and other points of e-tendering process, please contact our service provider :-

e-Procurement Technologies Ltd., Ahmadabad on following contact details

Phone No. : 079 4001 6881 / 6809 / 6864 / 6849

Fax No. : 079 4001 6876 / 6854

Email ID – support@abcprocure.com

Mr. Harsh Gajjar (Mb – 09276860124), Mr. Satyanarayan (Mb – 09558167782)

Mr. Ketan Nayi (Mb – 09913412552)

For any assistance regarding banking transactions, please contact ICICI Bank, Civil Lines, Raipur at the following numbers:

0771- 4213744 / 4213796 / 4213797

MANAGING DIRECTOR
Chhattisgarh State Minor Forest Produce
(Trading & Development) Co-op.
Federation Limited

Time Schedule

Annexure – IX

(Annexure to Tender Notice No. FED/CLUSTER-D/2014/IB Dated : 08.09.2014)

**TENDER DETAILS NOTICE FOR CONSTRUCTION OF INTERNAL ROADS,
SURFACE DRAINS & CULVERTS FOR THE PROPOSED CASSIA TORA
PROCESSING PLANT – TITLED CLUSTER-D SITUATED AT PLOT NO.: 118, 119 &
120, INTEGRATED INFRASTRUCTURE DEVELOPMENT CENTRE (IIDC),
NAYANPUR-GIRWARGANJ, DISTRICT: SURAJPUR [CHHATTISGARH]
(Condition 25 of Tender Notice)**

Tender Detail	
General Detail	
Tender Id :	System Generated
Tender No :	FED/CLUSTER-D/2014/IB Dated : 08.09.2014
Department Name :	Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited
Scope of work :	Construction work of Construction of Internal Roads, Surface Drains & Culverts for the Proposed Cassia Tora Processing Plant – Titled CLUSTER-D situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh].
Tender Details :	Construction work of Construction of Internal Roads, Surface Drains & Culverts for the Proposed Cassia Tora Processing Plant – Titled CLUSTER-D situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh].
Mode of Tender Submission :	Online
Tender Type :	Open
Type of Contract :	Construction work of Construction of Internal Roads, Surface Drains & Culverts for the Proposed Cassia Tora Processing Plant – Titled CLUSTER-D situated at Plot No.: 118, 119 & 120, Integrated Infrastructure Development Centre (IIDC), Nayanpur-Girwarganj, District: Surajpur [Chhattisgarh]

Bidding Type :	National
Consortium :	Not Allowed
Download Tender Documents :	Before Login / After Login
Purchaser Location :	Anywhere in India
Key Dates	
Document Download Start Date & Time :	10/10/2014 from 17:00:00
Document Download End Date & Time :	10/11/2014 upto 14:30:00
Last Date & Time of online Bid Submission :	10/11/2014 upto 15:00:00
Date & Time of opening of Technical Bid :	10/11/2014 from 15:30:00 onwards
Date & Time of opening of Financial Bid (The Tenderers who qualified in the Technical Bid) :	24/11/2014 from 11:00:00 onwards
Bid Validity Period (Days) :	Till the decision of Tender
Project Duration :	As per Tender document
Document to be submitted Physically :	NIL
Tender Activity configuration	
Mode of EMD payment :	Online
Payment Details	
EMD Amount :	As per tender document
Details	
Eligibility Criteria :	As per tender document
General Terms and condition :	As per tender document
Other Details :	As per tender document
Product/Service/Works Keywords :	Construction of Internal Roads, Surface Drains & Culverts of Cluster-D at Nayanpur-Girwarganj, District: Surajpur [C.G.]