



**cmpdi**  
A Mini-Ratna Company

**सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड**  
(कोल इण्डिया लिमिटेड की अनुबंधी कम्पनी/भारत सरकार का एक लोक उपकरण)  
**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited/ Govt. of India Public Sector Undertaking)  
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)

**MATERIALS MANAGEMENT (Purchase) DIVISION**

Tele FAX No./टेलीफैक्स नम्बर : +91 (651) 2230684

**सामग्री प्रबंधन (क्रय) विभाग**

website./वेब स्थल : [www.cmpdi.co.in](http://www.cmpdi.co.in)

E-mail./इलेक्ट्रॉनिक मेल : [purchase@cmpdi.co.in](mailto:purchase@cmpdi.co.in)

**TENDER DOCUMENT**  
(Limited Tender Enquiry)

**BY SPEED POST**

To

- 1) M/s Electronics Corporation of India Ltd., Hyderabad.
- 2) M/s Pulsecho Systems (Bombay) Pvt. Ltd., Mumbai.
- 3) M/s Nucleonix Systems Pvt. Ltd., Hyderabad.
- 4) M/s PLA Electro Appliances Pvt. Ltd., Mumbai.
- 5) M/s Electronic Enterprises (India) Pvt. Ltd., Mulund (E).
- 6) M/s Nathani Industrial Services Pvt. Ltd., Mumbai.

I	Offers are invited from Manufacturers/Authorised Agents/Stockists only, for the supply of item/items as per the SCHEDULE OF REQUIREMENT/TECHNICAL SPECIFICATION, etc. ( <b>ANNEXURE - I</b> ), GENERAL TERMS AND CONDITIONS ( <b>ANNEXURE-II</b> ) and terms & conditions given below.	
a.	Where the offer is submitted by a Manufacturer, documentary evidence of being the same should be enclosed with the quotation.	
b.	Where offer is submitted by an Authorised Agent/Stockist, documentary evidence of being the same, viz. valid Authorisation certificate issued by the Principal, should be enclosed with the quotation.	
II	<b>DETAILS OF TENDER :</b>	
a	<b>TENDER NO:</b> CMPDI/MM/15-16/4100/Radiation Survey Meter/ 01-06 <b>Date 08.04.2015</b>	
b	<b>TYPE OF TENDER</b>	<b>TWO BID</b>
c	<b>ESTIMATED VALUE OF TENDER</b>	<b>₹ 1.80 Lakhs.(approx.)</b>
d		
e	<b>DUE DATE &amp; TIME OF SUBMISSION OF TENDER</b>	<b>On 30.04.2015 upto 3.00 P.M</b>
f	<b>DUE DATE &amp; TIME OF OPENING OF TENDER</b>	<b>On 30.04.2015 at 3.30 P.M</b>
g	<b>EARNEST MONEY DEPOSIT :</b> In case applicable, the details shall be as per Annexure-I	<b>APPLICABLE</b>
h	<b>DUE DATE AND TIME OF OPENING OF PRICE BID</b>	<b>WILL BE COMMUNICATED TO THE TECHNO-COMMERCIALY ACCEPTABLE BIDDERS SEPARATELY.</b>
i	<b>INTEGRITY PACT</b>	<b>APPLICABLE/ NOT APPLICABLE</b>

**NOTE:**

(i) *If the due date of receipt and opening of Tender falls on a holiday, the Tender will be opened on the next working day.*

(ii) *Bidders or Authorised Representative may attend the tender opening on the schedule date and time.*

(iii) *Wherever EMD is applicable, offers of Bidders who fail to submit the required EMD/EMD exemption documents along with the offer (Part-I) will not be considered for opening.*

(iv) *In case 3 bids are not received within originally stipulated time the due date of tender shall be extended by 21 days by the tender inviting authority.*  
*The tender may be considered for opening only when at least three bids have been received against the tender. In case after granting extension less than three bids are received the tender can be considered for opening.*  
*However above stipulation for minimum three bids shall not be applicable in case of issue of Single Tenders / Proprietary Tenders. Also in case of extreme urgency of exceptional nature expressed by user department tenders may be considered for opening without granting any extension by recording reason and with the approval of authority competent to approve finalization of tender.*

(v) *In case no offers are received tender will automatically be cancelled with competent approval*

(vi) *Bidders should clearly indicate the item(s) for which the offer is being submitted along with the amount of earnest money being deposited for each item, wherever applicable, on the official letter head in a separate envelope (Part-I).*

(vii) **Offers should be submitted to :-**  
*Head of the Materials Management Division,  
CMPDI, 4TH Floor, CPEI Building, Gondwana Place, Kanke Road, Ranchi – 834 008, Jharkhand (India)*

III	<b>INSTRUCTIONS TO /INFORMATION FOR BIDDERS :</b>
A	All pages of the offer along with the enclosures, printed leaflets/catalogue are to be submitted duly signed and stamped.
B	Quotations, erased and over written, will be summarily rejected unless the corrections are authenticated with the Bidder's signature.
C	Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order.
D	Under normal circumstances, no deviations to the terms & conditions are allowed. Wherever counter terms and conditions are offered by the Bidder, the purchase shall not be governed by the offered terms unless specific acceptance of the same has been given in writing in the order by the purchaser. Any wilful attempt by the Bidders to camouflage the deviations by mentioning the same in the covering letter or in any other document, other than the prescribed schedules, may render the bid non responsive.
E	CMPDI reserves the right to cancel the enquiry, in part or whole, or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.
F	CMPDI reserves the right to vary the quantity of the tendered item(s). However, increase/decrease in the tendered quantity will be limited to a maximum of 20%.
G	CMPDI is not responsible for non-receipt/delayed receipt of tender documents.
H	If any of the following discrepancies is detected in the price bid, the bids will be corrected and considered as under :- <ol style="list-style-type: none"><li><b>Discrepancy between words and figures:</b> the rate quoted by the Bidder(s) in words shall be taken as correct.</li><li><b>Discrepancy in the amount quoted by the Bidder due to calculation mistake of the unit rate and the quantity:</b> the unit rate will be considered as firm and final and the extended value (i.e. unit rate x quantity) will be corrected accordingly.</li><li><b>Discrepancy in totaling or carry forward:</b> the amount quoted by the Bidder shall be corrected. Price Bid of the offer so corrected and altered shall be substituted for the original offer, for evaluation with the offers of other Bidders</li></ol>

I (i)	<p><b>MODE &amp; METHOD OF SUBMISSION OF TENDER:</b> - Tender must be submitted in duplicate and in sealed covers which must be super-scribed with the Tender Number and the date of opening. All the envelopes containing the tenders shall be properly sealed. Envelopes Stapled shall not be accepted.</p> <p>The tender is to be submitted in two parts, viz. Part-I &amp; Part-II.</p>
	<b>PART-I</b>
	<b>SECTION - A:</b> Shall contain the technical offer and a list showing deviations from the technical specifications.
	<p><b>SECTION - B:</b> Shall contain (a) Commercial Terms &amp; Conditions, (b) a Check List showing deviations, if any, from the commercial terms &amp; conditions, as specified in the Tender Document, against each clause as per <i>Annexure- VI</i>, (c) Blank format of price bid (Price format as per <i>Annexure-VII</i>), as quoted by the tenderers (WITHOUT PRICE) &amp; (d) Draft (drawn in favour of CMPDI payable at Ranchi) towards Earnest money. Bids without Earnest money or documentary evidence issued by Govt. authorities for according exemption towards submission of EMD will be ignored.</p>
	<p><b>PART- II:</b> The second part of the tender shall consist of details of prices ONLY. The price bids of only those Bidders whose offer in Part-1 is found to be techno-commercially acceptable will be opened.</p> <p><b>Note (Part I &amp; Part II):</b> All pages of the offer, including enclosures, should be signed and stamped without which the offer shall be rejected.</p>
	<p><b><u>Envelope No.1</u></b> containing techno commercial bid (PART-I SECTION A &amp; SECTION B); and</p> <p><b><u>Envelope No.2</u></b> containing price bid (PART-II), should be properly sealed and put inside a bigger envelope. Both the envelopes (I &amp; 2 ) should bear the tender no and date and should also indicate the heading i.e. PART-I SECTION A &amp; B - Techno-Commercial bid and PART-II - Price bid. Both the envelopes should be super-scribed with the Tender No. and the date and time of opening. In case any of the three envelopes submitted are without proper seal, the offer shall not be considered.</p>
I (ii)	<b>IMPORTANT NOTE :-</b>
a.	If the prices are disclosed in the techno-commercial bid (Part-I), the offer will be treated as invalid.
b.	Bidders are requested to submit the offer complete in all respects, maintaining the Serial Number of the items, terms and conditions as per the tender document along with supporting documents, failing which the offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained.
	Printed terms and conditions of the Bidder shall not be considered.

IV	<p><b>COMMERCIAL TERMS AND CONDITIONS:</b> Bidders are requested to read the following terms and conditions carefully before submitting the offer.</p> <p><b>It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below :</b></p>
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1	<p><b>INTEGRITY PACT (If applicable) :-</b></p> <p><del>CENTRAL MINE PLANNING &amp; DESIGN INSTITUTE LIMITED (CMPDI) HAS ENTERED INTO AN M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR TENDERS VALUING ₹ 1.00 CRORE AND ABOVE. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED (ANNEXURE-V).</del></p> <p><del>THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY CMPDI AUTHORITIES AND A COPY MAY BE DOWNLOADED BY THE BIDDER FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE BIDDERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED, MENTIONING THE TENDER NO. AND DATE.</del></p> <p><del>IN CASE THIS IS NOT SUBMITTED ALONG WITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.</del></p> <p>Names and addresses of Independent External Monitors is as under:-</p>
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	1	Shri N Narasimhan, IPS (Retd.), #s 6 & 7, "Nivedita", St. Augustine Nivas, 4 <sup>th</sup> Cross, Cauvery Layout, Thavarekere Road, Bangalore - 560 029.	2	Shri N. R. Banerji, IAS (Retd.), Flat No. 121, Shriniketan, CGHS Plot No.1, Sector 7, Dwarka, New Delhi - 110 075.	
2	<b>PRICE :</b>				
a. (i)	Bidders for Indigenous items should quote the price on <b>FOR DESTINATION</b> basis, for delivery up to CONSIGNEE/CONSIGNEES END ( <b>CLAUSE - 26</b> ). The quotations should indicate rate per unit, discount, if any, total price and delivery terms. <b>The rates of taxes and duties applicable should be indicated.</b>				
a. (ii)	<ul style="list-style-type: none"> <li>▪ Bidders should quote the rates on FOR Destination basis in line with <a href="#">Annexure-VII (Price bid format)</a> with price break up indicating Ex-works Price, Freight, Insurance, Packing &amp; Forwarding Charges on lump sum basis.</li> <li>▪ Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.</li> <li>▪ Sales Tax/VAT will be payable extra, as applicable. The applicable rate of Sales Tax/VAT should be clearly mentioned. In case the price is stated to be inclusive of Sales Tax/VAT, the current rate included in the price must be indicated. If the firm is exempted from paying Sales Tax/VAT, the same must also be confirmed and supported with valid documentary evidence.</li> <li>▪ Safe arrival of stores at destination shall be the responsibility of the supplier. CMPDI will arrange for Insurance only for contracts made on Ex-works/FOR Dispatching station basis or where the Bidder agrees to transport the material up to destination through a Bank Approved Transporter, without taking responsibility for insuring the goods.</li> <li>▪ Any additional levy or increase in the rates of taxes, duties, octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</li> </ul>				
b.	Overseas Bidders should quote the prices on FOB port of shipment basis <b>in any freely convertible currency indicating the Country of Origin, Bank Details, etc.</b> The prices should be quoted in the format provided as <a href="#">Annexure-VII</a> .				
c.	<p>In case the supplier has to arrange importation and pay Customs Duty, clearance charges, etc., the rates quoted should be on <b>FOR Destination</b> basis and safe arrival of the consignment from Country of Origin to destination will be the responsibility of the supplier. In such a case Sales Tax and Statutory Local Levies ( if any) will be payable extra as applicable. The applicable rate of Sales Tax/VAT should be clearly mentioned.</p> <p>No excise duty will be payable. The Bidder shall submit a certificate issued by the Auditor certifying that Customs Duty has been paid as per the prevailing Customs Rates and refund, if any, shall be passed on to CMPDI.</p> <p>Any additional levy or increase in the rates of taxes, octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</p> <p>The prices should be quoted in the format provided as <a href="#">Annexure-VII</a>.</p>				
d.	<p>In the event of order being placed against offers received as per Clause 2 (b) &amp; 2(c) above, the following shall be applicable :-</p> <p>The supply is to be arranged after specifically importing the ordered items and in matching sets only as specified in <a href="#">Annexure-I</a>.</p> <p>Individual items have to be supplied in <b>ORIGINAL PACKING</b>.</p>				
3.	<b>LOADING CHARGES TO ARRIVE AT F.O.R. DESTINATION PRICE:</b>				
3.1	<b>FOR OFFERS IN INR (FOR INDIGENOUS AS WELL AS IMPORTED ITEMS)</b>				

	Where Bidders quote on Ex-works or FOR dispatching station basis and do not specify the rate of Packing and Forwarding, Insurance, Freight Charges, etc., the price will be loaded in the following manner :-
i.	2% of the Ex-works price will be loaded towards Packing and Forwarding Charges to arrive at the FOR dispatching station price.
ii.	Insurance charge for loading purpose shall be applicable as per the existing transit insurance contract concluded by CMPDI/CIL/any other Subsidiary of CIL.
iii.	Following charges will be loaded towards Freight to arrive at the FOR destination price :-

Approximate Distance from Consignee's Store to Dispatching Station.	Percentage of Ex-works/FOR dispatching station price	Approximate Distance from Consignee's Store to Dispatching Station.	Percentage of Ex-works/FOR dispatching station price
Above 2001 Km	5%	501 to 1000 Km	2%
1501 to 2000 Km	4%	500 Km and below	1%
1001 to 1500 Km	3%		

3.2	<b>FOR OFFERS ON FOB BASIS:</b>						
a.	Following Charges will be loaded towards Freight and Insurance to arrive at the CIF prices :						
	<table border="1"> <thead> <tr> <th>Port of Delivery at</th> <th>Freight</th> </tr> </thead> <tbody> <tr> <td>USA, Canada and Japan Sectors</td> <td>12% of FOB value</td> </tr> <tr> <td>All other Sectors</td> <td>10% of FOB value</td> </tr> </tbody> </table>	Port of Delivery at	Freight	USA, Canada and Japan Sectors	12% of FOB value	All other Sectors	10% of FOB value
Port of Delivery at	Freight						
USA, Canada and Japan Sectors	12% of FOB value						
All other Sectors	10% of FOB value						
b.	The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID to arrive at CIF price in INR. The applicable rate shall be "BC Selling Rate" of State Bank of India. Otherwise the rate as available from National News Papers will be taken.						
c.	Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus landing charges, etc.) will then be added on the CIF price, thus converted into Indian currency.						
d.	On this net price, 2% of FOB value shall be added as Port Clearance and Forwarding Charges and 3% of FOB value as estimated average Inland Freight up to destination, to arrive at the TOTAL LANDED PRICE in INR.						

3.3	<b>COMPARISON OF OFFERS</b>
3.3.1	For comparison of offers received on FOB basis with the offers received on INR basis, landed price of INR offer (i.e. FOR destination price plus Excise Duty plus Sales tax plus Octroi, if any) shall be compared with the, landed price of FOB offer (i.e. CIF Price plus Customs Duty plus Port Clearance charges plus Inland Freight etc. as above.
3.3.2	Wherever the items are to be procured from a single source and or with Maintenance Contract will be required, competitiveness of the Bidders would be evaluated on the basis of the Total Cash Outflow towards FOR Destination value of all the items and Maintenance Charges for the entire period as specified in Annexure-I. In such case involving Maintenance Contract, evaluation of the L-1 bidder would be made after arriving at the present value through Discounted Cash Flow (DCF) Method. Discounting would be made @ 12% p.a
4.	<b>EXCISE DUTY :</b>  Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.
4.1	In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated. If the firm is exempted from paying Excise Duty, the same must also be confirmed supported with valid documentary evidence.
4.2	In case the rate of Excise Duty varies with the turnover of the Company and the offered price is exclusive of Excise Duty, then the maximum rate currently leviable will be loaded on the quoted price in case the firm fails to specify the exact rate

	applicable.
<b>4.3</b>	The applicable rate of Excise Duty beyond the exemption limit should be clearly indicated along with a confirmation on who would bear the cost of Excise Duty in case the same becomes applicable at a later date.
<b>4.3.1</b>	In case Excise Duty beyond the exemption limit is to be borne by CMPDI, the applicable rate should be clearly indicated in the offer.
<b>5.</b>	Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will <b>not</b> be considered for evaluation of the offers. However, such discount shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.  Unconditional discounts, if any, will be taken into account for arriving at total price.  In case Bidders offer rebate unilaterally after closing date and time of Tender opening, the same will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.
<b>6.</b>	<b>VALIDITY OF OFFER :</b> The offers must remain open for acceptance up to 180 days from the date of opening of the tender.
<b>7.</b>	<b>FIRM PRICES :</b> The prices quoted must be FIRM throughout the validity period of the offer.
<b>8.</b>	The offers of those Bidders who <i>suo moto</i> change the prices or the terms which effect the quoted price of the firm, within the validity of the offer, shall be treated as invalid <i>ab initio</i> and action against such Bidders will be taken as per CIL Rules/Procedure.
<b>9</b>	<b>PAYMENT TERMS</b>
<b>9.1</b>	<b>FOR EQUIPMENT AND P&amp;M ITEMS:</b>
<b>9.1.1</b>	The Bidders from India shall confirm their acceptance of the following Payment Terms:
i	80% value of the equipment and accessories with 100% taxes and duties and other charges shall be released within 21 days after delivery of the equipment and receipt and acceptance of Performance Bank Guarantee.
ii	Balance 20% payment shall be released within 21 days after successful commissioning, testing and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the User Deptt. to the effect that the equipment has been successfully commissioned.
<b>9.1.2</b>	<del>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</del>  <del>80% payment of the FOB Value will be made against submission of shipping document and receipt and acceptance of Performance Bank Guarantee through unconfirmed, irrevocable Letter of Credit. Balance 20% will be paid through Foreign Demand Draft/<b>EFT</b> after receipt and acceptance of material and on submission of successful installation and commissioning report duly countersigned by HOD of User Deptt. of CMPDI.</del>  <del>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</del>  <del>THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</del>
<b>9.1.3</b>	<del>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in Part I of the offer.</del>  <del>Agency Commission, if any, shall be paid within 21 days of submission of bills after successful commissioning of the equipment, training, etc. wherever applicable. The payment shall be made in equivalent Indian Rupee at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</del>
<b>9.2</b>	<b>FOR ITEMS OTHER THAN EQUIPMENT AND P&amp;M :</b>
i	<del>Bidders quoting in INR shall confirm their acceptance of the following Payment Terms:</del>

	100% within 21 days from the date of receipt and acceptance of the material at Consignee end or within 21 days from the date of receipt of suppliers' bills, whichever is later.
ii	<p><del>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</del></p> <p><del>“80% payment of the FOB Value will be made against submission of required documents through unconfirmed, irrevocable Letter of Credit. Balance 20% will be paid through Foreign Demand Draft/ EFT after receipt and acceptance of material at Ultimate Consignee's End.</del></p>
	<p><del>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</del></p> <p><del>THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</del></p>
iii	<p><del>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in Part-I of the offer.</del></p> <p><del>Agency Commission, if any, shall be paid within 21 days of submission of bills after receipt and acceptance of material. The payment shall be made in equivalent Indian Rupees at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</del></p>
	<b>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</b>
9.3	CMPDI is effecting payment to supplier's through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per <b>Annexure- III</b> in triplicate, with original Signature and stamp, along with Part-I of the offer. (Not applicable for the Bidders already registered with CMPDI for e-payment).
10. a	<p><b>DELIVERY REQUIREMENT-</b></p> <p>Firm delivery period as specified in <b>Annexure-I</b> should be confirmed.</p> <p>In case the required delivery schedule as given in <b>Annexure-I</b> can not be adhered to, the quantity offered for supply within the specified delivery period should be indicated. In such cases the qualification criteria for the Bidders will be as under :-</p>
10. b	<b>QUALIFICATION CRITERIA -</b>
i.	<p><b>For Equipment :</b> The Bidder should be in a position to supply at least 50% of the total quantity/No. for which the bids have been issued as per the delivery period specified in <b>Annexure-I</b>. Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g where required quantity is 3 Nos., the qualification criteria would be 2 Nos.).</p> <p><b>In cases of staggered delivery period,</b> the Bidder should be in a position to supply at least 50% of the total quantity/No. for which the bids have been issued within each phase of delivery period specified in <b>Annexure-I</b>. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g where required quantity is 3 Nos., the qualification criteria would be 2 Nos.).</p>
ii	<p><b>For Spares/Consumables etc.:</b> The Bidder should be in a position to supply at least 25% of the total quantity for which the bids have been issued within the specified delivery period (<b>Annexure-I</b>). Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g where required quantity is 3 Nos., the qualification criteria would be 2 Nos.).</p> <p><b>In cases of staggered delivery period,</b> the Bidder should be in a position to supply at least 25% of the total quantity/No. for which the bids have been issued within each phase of delivery period specified in <b>Annexure-I</b>. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g where required quantity is 3 Nos., the qualification criteria would be 2 Nos.).</p>
	<p><b>Note:-</b> Offers from Bidders who fail to comply with the above qualification criteria shall be considered as unresponsive.</p>

c	<p>The time for and the date/period of delivery of the stores stipulated in the purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date/period specified. In the event of failure to deliver or dispatch the store within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right to initiate action as per <b>Liquidated Damages Clause 11</b> below.</p>
d (i)	<p><b>Distribution of orders/quantity:</b></p> <p><del>In cases where the L-1 Bidder has not offered to supply the total tendered quantity within the specified delivery period, the quantity offered for supply by the Bidder during the said period will be treated as their maximum capacity.</del></p> <p><del>In such cases of capacity constraint, the L-1 Bidder would be booked up to their offered quantity which is to be supplied within the specified delivery period. For the balance requirement, the L-1 price (Landed) shall be counter offered to L-2 Bidder and subject to their acceptance, L-2 Bidder would be booked for their offered quantity which is to be supplied within the specified delivery period. Similar process of counter offering L-1 rate to L-3, L-4 Bidder and so on would be followed for placement of order for their offered quantity till the full requirement is covered for supply within the specified delivery period.</del></p> <p><del>NOTE : In case the L1 counter offered price is not accepted by L2/L3/L4 Bidders, then the delivery period for the balance quantity shall be negotiated with the L1 Bidder and confirmed on mutually agreed terms for placement of order.</del></p>
d (ii)	<p>Wherever it has been decided to procure the tendered quantity from more than one source the distribution of orders shall be as specified in <b>Annexure-I</b>.</p>
11.	<p><b>LIQUIDATED DAMAGES CLAUSE :</b> The Bidders will confirm their acceptance of the following :</p> <p>In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI, shall be entitled at its option to enforce the following:</p> <ol style="list-style-type: none"> <li data-bbox="208 1125 1514 1271">To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful Bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.</li> <li data-bbox="208 1271 1514 1343">To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or</li> <li data-bbox="208 1343 1514 1455">To purchase elsewhere after notice to the successful Bidder on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or</li> <li data-bbox="208 1455 1514 1641">Whenever under this contract any sum of money is recoverable from and payable by the supplier, CMPDI Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful Bidder in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful Bidder shall pay on demand to CMPDI the balance amount. The supplier shall not be entitled to any gain on any such purchase.</li> <li data-bbox="208 1641 1514 1754">To extend the period of delivery with or without Liquidated Damages as may be considered fit and proper. The Liquidated Damages if imposed, shall not be more than the agreed Liquidated Damages referred to in <b>Clause 11 (a)</b> above, except in case of Force Majeure condition.</li> <li data-bbox="208 1754 1514 1799">To forfeit the security deposit fully or in part.</li> </ol>
12	<p><b>FORCE MAJEURE CLAUSE :</b> If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <p>a) The successful Bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified</p>

	<p>by the local Chamber of Commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such Force Majeure conditions. In the event of delay not arising out of Force Majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.</p> <p>b) For delay arising out of Force Majeure, the Bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CMPDI nor the Bidder shall be liable to pay extra cost provided it is mutually established that the Force Majeure conditions did actually exist.</p> <p>c) If any of the Force Majeure conditions exist in the place of operation of Bidder at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.</p>
13	<p><b>PRICE FALL CLAUSE</b> - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&amp;D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&amp;D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>
14 a	<p><b>GUARANTEE / WARRANTY</b> - The Bidders shall give warranty of satisfactory performance of the equipment/plant &amp; machinery offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CMPDI.</p>
	<p>In case of all other items, except equipment/plant &amp; machinery, Bidders must indicate the Manufacturer's warranty for the offered item.</p>
	<p><b>OR as specified in Annexure - I.</b></p>
14 b	<p>The supplier shall be responsible for any defects that develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. The goods should properly fit in/ on / to the machine for which the same are intended. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to CMPDI.</p> <p>In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., leviable on the replacement supplies will be borne by the supplier.</p>
14 c	<p><b>Fitment Guarantee Certificate (For Spares and Subassemblies only):</b> A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.</p>
15	<p><b>EARNEST MONEY DEPOSIT (EMD) :</b> The value of Earnest Money to be deposited by the Bidder is mentioned in the Tender Document <b>[Annexure-I]</b>. EMD should be submitted in the form of Demand Draft in favour of CMPDI, payable at Ranchi. For the unsuccessful Bidder, the Earnest Money shall be refunded immediately after finalization of tender. However, the EMD shall be forfeited if the Bidder withdraws the offer before finalization of the tender.</p> <ul style="list-style-type: none"> <li>▪ For successful Bidders, the EMD shall be refunded after receipt of order acceptance and Security Deposit from the Bidder.</li> <li>▪ Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference (Documentary evidence towards eligibility for exemption should be submitted).</li> <li>▪ Submission of EMD will not be applicable in case the estimated value of procurement is less than ₹ 1.00 Lakh.</li> </ul>
16	<p><b>SECURITY DEPOSIT</b></p> <ul style="list-style-type: none"> <li>▪ The successful Bidder will be required to deposit as security money 10% value of the order [Total value of the order will be arrived at as per Clause <b>18 (a) &amp; (b)</b>], without any ceiling in the form of Demand Draft (in favour of CMPDI payable at Ranchi)/Bank Guarantee, within 15 days from the date of receipt of the supply order.</li> <li>▪ In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of 2 months. In case of late delivery, the Bank Guarantee will have to be extended</li> </ul>

	<p>accordingly.</p> <ul style="list-style-type: none"> <li>▪ If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period.</li> <li>▪ In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.</li> <li>▪ The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.</li> </ul> <p><b>Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh.</b></p>
	<p><b>NB:- No interest will be payable either on EMD or Security Deposit.</b></p>
17	<p><b>EXEMPTION FROM EMD/SECURITY DEPOSIT:</b> Submission of EMD and Security Deposit is exempted in case of the following:</p> <ol style="list-style-type: none"> <li>1. Central / State Government Organization / PSU.</li> <li>2. Firms registered with NSIC / DGS&amp;D for tendered item(s) against submission of valid registration certificate. Copies of DGS&amp;D / NSIC Registration submitted by the Bidders should be self attested and duly notarised.</li> <li>3. Firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only. Copy of MSME registration submitted by the Bidders should be self attested and duly notarised.</li> </ol> <p><b>NOTE :</b> However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any, indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful Bidder shall have to furnish the Security Deposit over and above such monetary limit.</p>
18	<p><b>PERFORMANCE BANK GUARANTEE:</b> In case of equipment/P&amp;M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order/ contract, equivalent to 10% of the total value of the supply order / contract. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid for the entire warranty period plus a claim period of 3 months. The Bank Guarantee will have to be extended, if required.</p> <p>The value of the Performance Bank Guarantee will be calculated as follows :-</p> <ol style="list-style-type: none"> <li>a. <b>ORDER FOR INDIGENOUS ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for indigenous items will be arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.</li> <li>b. <b>ORDER FOR IMPORTED ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for imported items will be arrived at by adding estimated amount of Freight, Insurance, Port Charges, Customs Duty, etc. as applicable on the date of opening of the price bid, to the FOB Price of the material on order.</li> </ol> <p>In cases where both Security Deposit and Performance Guarantee is applicable, the Bidder can submit a single Bank Guarantee towards Security Deposit and Performance Guarantee. In such a case , the Bank Guarantee should cover the entire delivery period, Installation and Commissioning period, Warranty/Guarantee period, etc as applicable and a claim period of 3 months after end of the warranty period. <b><i>The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.</i></b> In case of late delivery, the Bank Guarantee will have to be extended accordingly.</p> <p>NB :- The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at <b>Annexure-IV</b>, from any Nationalised/Scheduled Bank. <b><u>Any deviation in the Bank Guarantee format will not be accepted.</u></b> The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.</p>
19	<p>Maintenance Contract : Wherever AMC/CSMA/FSMA is applicable, the same shall be governed by the terms and conditions specified in <b>Annexure-I</b></p>

20	<b>INSPECTION :</b> Material are subject to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even when pre-dispatch inspection is carried out, the material will be subjected to final inspection after receipt of the material.
21	<b>PAST SUPPLY DETAILS :</b>  (i) Offers of the Bidders, who are past suppliers to CMPDI for the tendered/similar item(s), will be accepted if they have supplied the tendered/similar item(s) during the preceding 5 years. The Bidders should submit copies of supply orders along with their offer.  (ii) Bidders, who are regular suppliers of the tendered/similar item(s) to other Subsidiaries of Coal India Limited or any other Government Undertaking/Dept., will also be considered, if they have supplied the tendered/similar item(s) to other Subsidiaries of Coal India Limited or Government Undertaking/Dept. during the preceding 5 years. The Bidders should submit copies of supply orders and challan along with their offer.  (iii) Bidders who are not past suppliers to CMPDI must submit copies of supply orders received by them during the preceding 5 years along with copy of Challan against each order for similar item(s) from any other Subsidiary of Coal India Limited or any other Government Undertaking/Dept. The ordered quantity of such supply orders should not be less than 20% of the total required quantity of this tender.  Performance Report of the offered items, wherever asked for, shall have to be submitted.  Similar item(s) means item of same description as the tendered item(s) but of different size/diameter/capacity.  Failure to submit the above documents shall render such bid liable for rejection.
22	<b>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :</b>
(a)	Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.
(b)	<b>Micro &amp; Small Enterprises</b> – Purchase preference will be applicable to the Micro & Small Enterprises as per provision of Micro, Small and Medium Enterprises Development Act, 2006 and the Govt. of India guidelines issued from time to time. The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notorised copy of the complete set of valid registration certificate with their offer.
23	Imported items offered by Indian Bidder: In case the tendered item(s) are imported by an Indian Agent / Distributor and offered to CMPDI in Indian Rupees, the Indian Agent / Distributor shall have to submit the following documents with each supply: (i) Principal's Invoice or Packing List – original as well as certified photo copy. (ii) Certified photo copy of Airway Bill/Bill of Lading. (iii) Bill of Entry for Home Consumption – Original as well as certified photo copy. (iv) A certificate from the Auditor that : <b>“Certified that the Customs Duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer”.</b>  The originals as mentioned above shall be returned to the successful Bidder after verification and endorsement.
24	The packing of all the material quoted shall conform to the requirements of the carriers.
25	<b>DEEMED EXPORT:</b> If the Bidder has quoted the item(s) under deemed exports, then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Govt. of India. CMPDI's responsibility shall only be limited to the issue of required certificate. The offer shall be unconditional and phrases like “subject to availability of deemed exports benefits”,etc. shall not be accepted.
26 a	<b>CONSIGNEE PARTICULARS:</b> Depot Officer, CMPDI, HQ. Stores, Ranchi/Depot Officer, CMPDI, CDS, Barkakana OR as specified in <b>Annexure -I</b>
26 b.	<b>PAYING AUTHORITY</b> Office of The General Manager (Finance), CMPDI, HQ, Gondwana Place Kanke Road, Ranchi – 834 031, Jharkhand, India; OR as specified in <b>Annexure-I</b>
27	<b>Submission of certificates etc.:</b> Self attested copies of documents like valid DGS&D/NSIC/MSME Registration certificate and any other document issued by independent statutory bodies of Govt. of India, etc. shall necessarily be attested by the Notary Public and duly stamped.

28	<b>Certificate for Indigenous content (if applicable):</b> A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the Auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted.
29	<b>Submission of Samples:</b>
a.	Wherever, as per <b>Annexure- I</b> , samples are required for evaluation of tender, the Bidders will submit the sample free of cost, duly labelled with Bidder's name, address indicating item Sl. No., Tender enquiry No. and due date for opening of the tender.
b.	For approval of indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship, if required, the successful Bidder may have to submit an advance sample free of cost before effecting bulk supply. The samples must be labelled with the Bidder's name, address and this office enquiry number and the due date for opening of the tender.
30	<b>BANNED OR DELISTED SUPPLIERS:</b> Bidders would give a declaration that they have not been banned or de-listed by any Government or Quasi-Government or PSU. If a Bidder has been banned by any Government or Quasi-Government or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given, the bid will be rejected being non-responsive.
31	<b>SUB-CONTRACT :</b> Sub-Contract will not be allowed in part or in whole under any circumstances.
32	<b>RIGHT OF ACCEPTANCE:</b> The purchaser is not bound to accept the lowest or any other offer and reserves the right of accepting the whole or any part of the offer or portion of the quantity offered. CMPDI reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.
33	<b>RIGHT TO INFORMATION ACT :</b> Any document/information submitted by the Bidder can be made public at appropriate stage, as per Right to Information Act, 2005.
34	<b>General terms and Conditions:</b> Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with Tender Document as ANNEXURE -II. In case there is a conflict in any particular term of the Tender Document with the General Terms, the terms of the Tender Document will prevail.
35	The Bidders should submit copy of their registration with Sales Tax Deptt. along with TIN.
36	<b>JURISDICTION:</b> Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Ranchi, Jharkhand State INDIA).
37	<p><b>Non -disclosure /Confidentiality Clause:</b></p> <p>The bidder will not any time during the pendency of contract or afterwards , disclose to any person any information as to documents ,components ,parts ,information ,drawings ,data ,sketches ,plans , programmes ,Specifications ,techniques, processes, software ,inventions and other materials ,both written and oral ,of a secret, confidential or proprietary nature , including without limitations any and all information relating to finance ,invention ,research , design or developments of information system and any supportive or incidental subsystems , and any all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL ,in any jurisdiction , and any amendments or supplements thereto .The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.</p> <p>CMPDIL also desires that the bidder shall hold in trust and confidence , and not disclose to others or use for its own benefit or for the benefit of other , any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work /execution of work and thereafter .The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor , its employees , agents , representatives ,successors , heirs and assigns.</p>

**Chief Manager (MM/P-I)**  
For Central Mine Planning & Design Institute Limited

**Enclosures :**

1. *Annexure – I : Schedule of requirement, Technical Specification, etc.*
2. *Annexure – II: General Terms and Conditions.*
3. *Annexure – III : Mandate Form for e-Payment.*
4. *Annexure – IV : Format of Bank Guarantee for Security Deposit/PBG.*
5. ~~*Annexure – V : Format of Integrity Pact, wherever applicable.*~~
6. *Annexure – VI : Check List.*
7. *Annexure – VII : Format of Price Bid.*

TENDER REFERENCE NO: CMPDI/MM/15-16/4100/Radiation Survey Meter

10 a.	DELIVERY REQUIREMENT	Earliest Delvery Period should be quoted.
14 a.	GUARANTEE/WARRANTY	As per clause no.14 of tender documents.
15	EARNEST MONEY DEPOSIT [EMD]	Consolidated 3,600.00 (Three Thousand Six Hundred) only/ <del>Item-wise</del> mentioned below against each item. EMD Should be submitted by way of Demand Draft in favour of CMPDI Payable at Ranchi along with your offer.
26	CONSIGNEE PARTICULARS :	Depot Officer, CMPDI, CDS, Barkakana Depot Officer, CMPDI, HQ. Stores, Ranchi

## SCHEDULE OF REQUIREMENT/TECHNICAL SPECIFICATION

SL. No.	Item Description	Qty. Required	EMD (₹)
1	Radiation Survey Meter	5 Nos.	3,600.00

## Annexure - I

Technical specification of Radiation Survey Meter

**General Description** – Hand held Radiation Survey Meter (RSM) capable of sensing Gamma radiation with accessories

	Name of Item	Radiation Survey Meter (RSM)
	Quantity	05 (five) No.

## Description

1	Detector	GM Counter/Detector
2	Radiation detected	Gamma Ray Radiation
3	Operating Range	0 to 5 R/Hr or better
4	Accuracy	<u>±20%</u> or better
5	Display	Either Analog or Digital
6	Power Source	Standard AA type batteries
7	Accessories	Operating Manual, Carrying case
8	Warranty/Guarantee	The supplier has to cover total Warranty/Guarantee for a period of one year from the date of receipt of the equipment.
9	After sales service	The manufacturer should give an undertaking that they would provide calibration services on payment basis for a period of at least 5 years after the expiry of the Warranty/Guarantee in their offer.
10	Undertaking	The bidder must ensure that all the technical parameters required by the NIT are completely fulfilled. If any of the required technical parameter is not mentioned in the Brochure/Catalogue, the same shall be clarified for by the bidder in the form of documents duly certified for

		technical evaluation.
11	Calibration certificate	The offered unit should be accompanied with calibration certificate acceptable to AERB

**Chief Manager (MM/P-I)**

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES**1. Definition**

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :

- (i) "Contract" means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
- (ii) The term "Supplier" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
- (iii) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
- (iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
- (v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.
- (vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
- (vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
- (viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- (ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- (x) The term "Particulars" shall mean the following :
  - (a) Specifications;
  - (b) Drawing;
  - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
  - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
  - (e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
  - (f) Proprietary make denoting the product of an individual manufacturers.
  - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
- (xi) "Stores" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- (xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- (xiii) The term "Site" shall mean the place or places named in the "supply order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- (xv) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

(xvi) "Unit" and "Quality" means the unit and quantity specified in the schedule.

(xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :

- (i) the consignee at his premises, or
- (ii) where-so provided the interim consignee at his premises, or
- (iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
- (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.

**6.(a) Parties**

The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

**(b) Address to which communication are to be sent**

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

7.(i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or FCA as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB or FCA basis.

(ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages(if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be inclusive of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.

(iii) The price must be stated separately for each item on unit basis.

(iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

(v) The prices quoted must be firm and the offers made must remain open for at least six months from the date of submitting quotations unless otherwise specified.

(vi) Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

(vii) The tenderers must clearly specify their recommended spare parts that will be supplied alongwith the main unit and itemwise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period upto which they are likely to last.

(viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.

- (ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
- (x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.

8.(i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.

- (ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
- (iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.

**9.(a) Subletting and Assignment**

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

**(b) Change in a Firm**

- (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser(which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against the purchaser.
- (iii) If the contract is not determined as provided in the sub-clause(ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

**10.(a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions under clause 9 (a) or (b)(i), it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 18 shall as far as applicable shall apply.

- (b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

**11. Use of raw materials secured with Government assistance.**

- (a) Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,
  - (i) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
  - (ii) shall use such material economically and solely for the purpose of the contract.
  - (iii) shall not dispose of the same without the previous permission in writing of the purchaser; and
  - (iv) shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

- (b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its subsidiary companies whose decision shall be final.
- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.

12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. For orders placed directly on overseas suppliers, the tenderers should separately indicated whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,

- a) the service that will be rendered by them as manufacturer's agent;
- b) the name and address of agents, if any, in India; and
- c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.

14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

## 15. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.

- (a) **Facilities for Test and Examination** –The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
- (b) **Cost of Test** –The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- (c) **Delivery of Stores for Test** –The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test** –In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on

test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

(e) **Method of Testing** –The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

(f) **Stores Expended in Test** –Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

(g) **Inspector Final Authority and to Certify Performance**

(i) The Inspector shall have the power :

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory ; and

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

(h) **Consequence of Rejection** – If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to :

(i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or

(ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause(ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(i) **Inspectors' Decision as to Rejection Final** – The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) **Notification of Result of Inspection** – Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.

(l) **Marking of Stores** – The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) **Removal of Rejection**

(i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

(ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall

also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

**(n) Inspection Notes** – On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

## 16. Packing and Transport

(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.

(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance

## 17. Delivery :

The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

**18.** In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :

(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**19.** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its

decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

20. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (14) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
21. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
22. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

#### **23. Carrying Vessels for Imported Items**

In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

#### **24. Freight**

The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser.

Where alternative routes exist, Coal India Limited/and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the supplier.

#### **25. Passing of Property**

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

#### **26. Laws Governing the Contract**

- a) This contract shall be governed by the Laws of India for the time being in force.
- b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- c) **Jurisdiction of Courts** – The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- d) **Marking of Stores** – The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

#### **27. Corrupt Practices**

- a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forebearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forebearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and/or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 18.

b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

28. **Insolvency and Breach of Contract**

(a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say :  
If the supplier being an individual or if a firm any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

(c) If the supplier commits any breach of the contract not herein specifically provided For,  
Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

29. **Progress Reports**

(a) The supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required.

(b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

## e-PAYMENT

To  
 Central Mine Planning & Design Institute Ltd.,  
 Gondwana Place, Kanke Road,  
 Ranchi – 834 031, JHARKHAND

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

We hereby authorise CMPDI Limited to make all our payments against our bills, Refund of Earnest Money Deposit and Security Deposit, through Electronic Fund Transfer System/RTGS/CBS/Intra Bank Transfer. The detail for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

1. Name of the Beneficiary: .....

2, Adress : .....

.....

City ..... PIN CODE .....

e-mail ID .....

Telephone No. (with STD Code) .....

Mobile No.

3. Bank Particulars .

Bank Name													
Branch Name					Bank Branch Code								
Branch Address	..... ..... PIN CODE ..... Telephone No. (with STD Code) ..... FAX No. (with STD Code) .....												
9 digit MICR Code of the Bank Branch (Enclosed copy of a cancelled cheque)													
11 digit IFSC Code of beneficiary Branch													
Bank Account Number													
Bank Account Type (Tick One)	<input type="checkbox"/> SAVING <input type="checkbox"/> CURRENT <input type="checkbox"/> LOAN			<input type="checkbox"/> CASH CREDIT <input type="checkbox"/> OTHERS (If Other, Specify)									
5. Permanent Account Number (PAN)													

6. CMPDI Vendor Code :

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

SIGNATURE  
 (AUTHORISED SIGNATORY)  
 Name .....  
 Date .....  
 (Official Stamp)

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No. ..... with our branch and the Bank Particulars mentioned above are correct.

SIGNATURE  
(AUTHORISED SIGNATORY)  
Name .....  
Date .....  
(Official Stamp)

**Bank Guarantee Format**

Messers ..... a Company having its office at ..... (hereinafter called the Seller) has entered into a Contract No. CMPDI/MM/..... dated .....(hereinafter called the said Contract) with Central Mine Planning and Design Institute Limited (hereinafter called the Purchaser) to supply Equipment/Plant/Machinery on the terms and conditions contained in the said Contract.

It has been agreed that hundred per cent (100%) payment of the value of the Equipment/Plant/Machinery will be made to the Seller in terms of the said contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum of ..... equivalent to 10% of FOR destination value of the order as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach of the said Seller of any of the terms and conditions contained in the said Contract.

The..... Bank having its Office at ..... has at the request of the Seller agreed to give the guarantee as hereinafter contained.

2. We ..... Bank Limited., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

3. We ..... Bank Limited, further agree that the guarantee herein contained shall come in to force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... (date to be

given .....months from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We ..... Bank Limited, further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agree that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of .....(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We ..... Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr. ..... Manager, who has signed it on behalf of the Bank has authority to do so.

7. The Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

Dated : .....day of .....200..  
for..... Bank Limited.

**Signature of the authorised person  
for and on behalf of the Bank**

## CHECK LIST

PLEASE SPECIFY THE FOLLOWING :

Q. No.	List of questions	Indicate in Yes / No / NA below
1.	Have you submitted Earnest Money as per <b>II (f)</b> of the Tender Document?	
2.	Have you prepared and submitted the bids as indicated in <b>Clause I (i)</b> , MODE AND METHOD OF SUBMISSION OF TENDERS ?	
3.	Have you quoted FOR Destination / FOB price(s) in line with <b>Clause 2</b> of the Tender Document and indicated the break-up as per <b>Annexure- VII</b> ?	
4.	Have you indicated the rate of VAT/Sales Tax in line with <b>Clause 2a(ii)</b> of the Tender Document?	
5.	[a] Have you mentioned the applicable rate of Excise Duty in line with <b>Clause 4</b> of the Tender Document?	
	[b] In case you are eligible for exemption from paying Excise Duty, necessary documents in line with <b>Clause 4.1</b> of the Tender Document has been enclosed?	
6.	Is your offer valid for 180 days from the date of opening of tender in line with <b>Clause 6</b> of the Tender Document?	
7.	Have you quoted firm price in line with <b>Clause 7</b> of the Tender Document?	
8.	Have you accepted Payment Terms in line with <b>Clause 9</b> of the Tender Document and submitted mandate form for e-payment, as per <b>Annexure- III</b> ?	
9.	Have you accepted the delivery schedule in line with <b>Clause 10(a)</b> in the Schedule of Requirement at <b>Annexure – I</b> ?	
10.	Have you accepted Liquidated Damages & Force Majeure Clause in line with <b>Clause 11 &amp; 12</b> of the Tender Document?	
11.	Have you accepted Price Fall Clause in line with <b>Clause 13</b> of the Tender Document?	
12.	Have you indicated Guarantee/Warranty in line with <b>Clause 14</b> of the Tender Document	
13.	Have you accepted to deposit Security Money in line with <b>Clause 16</b> of the Tender Document?	
14.	Have you enclosed (for the tendered items) any documentary evidence issued by the Govt. (notorised & self attested) according exemption towards submission of EMD / SD in line with <b>Clause 17</b> of the Tender Document?	
15.	Have you accepted to submit Performance Bank Guarantee in line with <b>Clause 18</b> of the Tender Document?	
16.	Have you quoted AMC & indicated the applicable rate of Service Tax in line with <b>Clause 19</b> of the Tender Document?	
17.	Have you indicated AMC Charges in Part II of your offer?	
18.	Have you accepted Inspection Terms in line with <b>Clause 20</b> of the Tender Document?	
19.	Have you submitted the documents in line with <b>Clause 21</b> of the Tender Document	

20.	Have you submitted notarised & self attested copies of documents, viz. (DGS&D/NSIC/MSME Regn.) in line with <b>Clause 22(b) &amp; 27</b> as well as Authorisation from the Manufacturer in line with <b>Clause 1(b)</b> of the Tender Document ?	
21.	Have you submitted copies of Certification for registration with Sales Tax Deptt. along with TIN, return filed for the preceding year along with the latest assessment in line with <b>Clause 35</b> of the Tender Document?	
22.	Have you accepted Jurisdiction in line with <b>Clause 36</b> of the Tender Document?	
23.	Have you sought any deviations in commercial or technical parameters of the Tender Document and have specified the same?	
24.	Have you accepted the Identification Marks Clause in line with the Tender Document?	
25.	<b>Please Indicate the List of enclosures with the Offer</b>	

**N.B.: This Check list is to be filled-in in addition to Commercial offer in Part-I of the tender.**

**Signature & Seal of the Bidder**

## FORMAT OF PRICE BID

A) For all indigenous supplies use format below:-

FOR Destination Landed Value (5 - 6 + 7 + 8 + 9 + 10+11+12+13)	14
Training Charges	
Installation Charges	
Insurance charges	
Freight Charges	
Packing & Forwarding charges	
Sales tax	
Excise duty	
Discount (if any)	
Basic Unit Price [Ex-works]	
Quantity	
Unit of Measure	
Description of material	
SL No	

B) In case of imported stores, where the Purchaser/CMPDI is to arrange importation and customs duties etc. use the format below :-

SL. No	Description of material	Unit of Measure	Quantity	F.O.B. Price delivery port basis	Installation Charges	Training Charges

C) In case of imported stores, where the supplier is to arrange importation and customs duties etc. use the format below :

SL. No	Description of material	Unit of Measure	Quantity	Basic Unit Price [Ex-works]	Actual customs rate of duty included in your quotation	Discount (if any)	Sales tax	Excise duty	Discount (if any)	Basic Unit Price [Ex-works]	Quantity	Unit of Measure	Description of material	SL No
1	2	3	4	5	6	7	8	9	10	11	12	13	14	

Note: In case of Imported stores other than direct import by CMPDI the tenderer should indicate the actual rate of customs duty included in their quotation. They should also indicate in their tender where a concessional rate of customs duty is admissible and a lower duty is paid by them and the amount actually paid by them at the concessional rate of duty. A certificate from the Auditor of the firm, certifying that the actual duty paid and that in case of any refund, the full refund of duty has been passed on to CMPDI should be submitted by the firm. Customs Duty will be reimbursed on submission of documentary evidence.

**This is only a format for guidance on how to quote the prices. The firm should submit their prices strictly as per the specified format on their own letter head duly authenticated.**