

Cash Receipt No.....

Date.....

**LIMITED TENDER ENQUIRY FOR
SUPPLY OF 12 VOLT, 100 AH SMF BATTERIES
ALONG WITH BUYBACK OF OLD 12 V, 100 AH
SMF BATTERIES
TO
CMPDI, RI-IV, NAGPUR**

TENDER NO. 01/2015-16

Issued to ;

M/s

.....

.....

.....

Reference : Your letter No.....



**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
REGIONAL INSTITUTE -IV
KASTURBA NAGAR, JARIPATKA, NAGPUR-440014**



cmpdi

A Mini-Patna Company

Phone : 2807287,
2807291, 2655940,

क्षेत्रीय निदेशक का कार्यालय
OFFICE OF THE REGIONAL DIRECTOR

Fax : 0712-2643231
E-mail : ri4@cmpdi.co.in
CIN:U14292JH1975GO1001223

REF. NO. CMPDI/RI - IV/E&M/LTE/15-16/1911-19

DATE : 23/24.04.2015

BY REGISTERED POST/BY HAND
पंजीकृत डाक द्वारा/दस्ती

TENDER DOCUMENT

Description	: Supply of 12 VOLT, 100 Ah SMF Batteries along with buyback of old 12 V, 100 Ah SMF batteries to CMPDI, RI-IV, Nagpur.
Tender No.	: 01/15-16
Tender Fee (Non-refundable/ Not transferable)	: NIL
Earnest Money Deposit (EMD)	: Nil
Estimated Value	: Rs. 86268.00
Due for submission on	: 11.05.2015 upto 3.00 PM
Due for opening on	: 11.05.2015 at 3.30 PM

Part-I (Techno-commercial Bid) will be opened on the due date of opening of tender.

Part-II (Price Bids) of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, which will be intimated to the successful bidders.

If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.

Offer should be submitted to :-

Regional Director,
CMPDI, RI-IV, Kasturba Nagar,
Jaripatka, Nagpur-440014

(Tenderer may attend the opening of the tender)

Please go through the Tender Document carefully and submit your offer accordingly, complete in all respect with supporting documents, wherever asked for.

Website : www.cmpdi.co.in



Sealed quotations are invited for supply of batteries alongwith buyback of old batteries as indicated in the attached schedule of requirement indicated in Annexure-I.

1.0.0 ELIGIBILITY OF TENDERER :

- 1.0.1 Offers of only those tenderers will be considered who are manufacturer/stockiest/authorised dealer and have past experience to supply similar items to reputed buyers, preferably to other subsidiaries of Coal India Limited or any other **Government Undertaking (PSUs) / Govt. Deptt./ reputed private company**, or they are registered with Coal India Limited / WCL or other subsidiaries of Coal India Limited for tendered item(s).
- 1.0.2 Tenderers must submit self attested copies of invoices or supply orders received by them from reputed buyers preferably CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings(PSUs)/reputed private company for similar item(s) in recent past in techno-commercial bid (Part-I) in support of their eligibility. Similar item(s) **means the item(s) which are in the tender.**

1.1.0 SUBMISSION OF TENDER :

- 1.1.1 Tender must be submitted in sealed covers, which must be superscribed 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.**
- 1.1.2 **Tender is to be submitted in two parts viz Part-I & Part-II :**
 - (a) **PART-I (Techno-commercial Bid) will consist of three sections :**
 - (i) **SECTION-A :** Consisting of Technical offer and checklist showing deviations from the technical specifications, if any, as per Annexure-III
 - (ii) **SECTION-B :** (a) Containing Check list showing Commercial terms and conditions and deviations, if any, from the NIT commercial terms & conditions against each clause as per Annexure-IV. (b) ~~Draft towards Earnest Money, should also be included in the section B. Demand Draft should be drawn in favour of "CMPDI, RI IV, Nagpur" payable at Nagpur. Bids without Earnest Money or documentary evidence issued by Govt. authorities for according exemption towards submission of EMD will be ignored.~~
 - (iii) **SECTION C (FOR SALE THROUGH INTERNET) :** ~~It should contain the draft payable to "CMPDI, RI IV, Nagpur" towards the cost of downloaded Tender Document. The last date of downloading the Tender Document from the website will be one day prior to the last date of submission of tender. Accordingly the Draft towards tender fee shall be dated at least one day prior to the last date of submission of tender. This is applicable in case of those bidders who have downloaded the Tender Document through the website. The bid submitted against the Tender Document downloaded from the website shall be considered valid only when accompanied by a Bank Draft towards the cost of the tender document indicated in the NIT.~~

PART-II : The second part of the tender shall consist of details of prices only as per Annexure-II. The price bids of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, which will be intimated to the successful bidders separately.



1.1.3 The tender should be submitted in sealed envelopes as under.

Envelope No.	Envelope to Contain	Envelope to be superscribed
Envelope No.1	<ul style="list-style-type: none"> (1) Technical offer and Checklist showing deviations from the technical specifications, if any, as per Annexure-III. (2) Checklist showing Commercial Terms & Conditions and deviation, if any, from the NIT Commercial Terms & Conditions, as per Annexure-IV. (3) Declaration regarding banning / delisting. (4) Self attested copies of recent Invoices or Supply Order(s). (5) Self attested copy of Sales Tax / VAT Registration certificate with TIN. (6) Self attested copy of PAN Card. (7) Demand Draft towards Earnest Money or documentary evidence towards exemption of Earnest Money / Security Deposit, which should be put in a separate envelope superscribed with "EARNEST MONEY". (8) Bank Draft towards cost of Tender Document downloaded from the website, which should be put in a separate envelope superscribed with "TENDER FEE". (9) Any other supporting documents, wherever asked for. 	Tender Number and the date of opening and marked as "PART-I (SECTION-A & SECTION-B)".
Envelope No.2	Price bid only, as per Annexure-II, and should be properly sealed.	Tender Number and The date of opening and marked as " PART-II (PRICE BID)"
Envelope No.3	All the above two envelopes, duly sealed, should be put in a bigger envelope superscribed with tender number and due date of opening.	

1.1.4 Tenders may be submitted in person by the tenderers in the Tender Box kept in "D-29, E&M Department, CMPDI Complex, Jaripatka, Nagpur". Alternately Shri G.K.Sharma, HOD(E&M) may be contacted for submission of Tender.

1.1.5 Tenderer may send their tenders by post/courier. CMPDI, however, does not take any responsibility for loss of tender in transit. Similarly, claim for receipt of tenders after due date and time if sent by post/courier services will not be accepted.

1.1.6 Tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.

1.1.7 **Tenders sent through Telegram, Telex, Fax or E-Mail will not be considered.**

1.1.8 Unsolicited correspondence will not be entertained after closing date of the tender.

1.2.0 **OPENING OF TENDER :**



- 1.2.1 **PART-I (Techno-commercial Bid)** will be opened on the due date and time of opening of tender in presence of the attending tenderers or their authorized representative present at the time of opening of tender.
- 1.2.2 **Part-II (Price Bids)** of only those tenderers, whose offers in Part-I are found to be techno-commercially acceptable, will be opened. Date of opening of Price Bids will be fixed after completion of the Techno-commercial evaluation, which will be intimated to the successful bidders.
- 1.2.3 If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.

1.3.0 IMPORTANT NOTE :

- ~~1.3.1 If this Tender Document has been down loaded from the website, the requisite Tender Fee must be enclosed alongwith the Tender in Part-I, otherwise the offer shall be outrightly rejected without any reference.~~
- 1.3.2 The complete offer should be typed in the letterhead of the tenderers. If firm's letterhead is not sufficient to accommodate technical and price details, preferably bigger papers are used, such sheets should be signed by the tenderer and duly stamped.
- 1.3.3 **If tenderer discloses its price in the techno-commercial bid (Part-I), the offer will be resealed and will be treated as invalid offer by the Tender Opening Committee.**
- 1.3.4 Tenderers are requested to submit their offer complete in all respect maintaining Serial Number of the items, terms and conditions as per tender document along with supporting documents failing which offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained. Printed terms and conditions of the Tender shall not be considered.
- 1.3.5 All pages of the tender in Part-I (Techno-Commercial Bid) including all enclosures submitted with the tender except printed leaflets / catalogues are to be submitted duly signed and stamped.
- 1.3.6 Offers received without signature and seal on all pages in Part-II (Price Bid) shall be rejected.
- 1.3.7 In case the tenderer submit self attested copies of registration certificate of DGS&D / NSIC, Licence from BIS and approval certificate issued by DGS&D / other Independent Statutory Bodies of Govt. of India, along with the tender, **such documents should be duly attested by Notary Public.**
- 1.3.8 Quotations, erased and over written, will be summarily rejected unless correction is authenticated with the **tender's signature.**
- 1.3.9 Conditional offer will not be considered.
- 1.3.10 The prices offered should be given both in words and figures.
- 1.3.11 The rate shall be quoted on FOR destination basis with breakup of prices.
- 1.3.12 Discount, if any, shall be mentioned. Conditional discounts, including quantity discounts, will not be considered for evaluation of Total Price. Cash discounts or prompt payment discounts will also be treated on the same manner. Only unconditional discounts will be taken in to account for arriving at Total Price.



1.3.13 If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose, but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.

1.3.14 Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. The Tenderer should quote the current rate of Excise Duty at the time of submission of tender. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated.

1.3.15 If you are exempted from paying Excise Duty, the same must be confirmed with valid documentary evidence.

1.3.16 Sales Tax should be shown separately. If no mention is made about sales tax, it will be presumed to be included in price quoted.

1.3.17 In case a tenderer does not specify the basis of price or quotes on Ex-works or FOR dispatching station basis, the price will be loaded in the following manner.

(a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charges for loading purpose shall be considered as per the existing transit insurance contract concluded by CMPDI/CIL.

(b) In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight upto destination.

Approximate distance of dispatching station from site	% of FOR dispatching station price	Approximate distance of dispatching station from site	% of 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%		

(c) In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

1.3.18 Details of Prices, Discounts, Taxes and Duties should be indicated in the Price Bid. If no mention is made about various taxes, duties, levies etc. and their applicability to be charged extra / or exclusive, then it will be presumed to be included in prices quoted.

1.3.19 All tenderers should furnish self attested **copy of TIN alongwith** the offer.

1.3.20 **PURCHASE PREFERENCE** : Purchase preference, if applicable, may be allowed to Central Public Sector Undertakings / Govt. Deptt / WCL Ancillary Industries in line with Govt. of India / Central Vigilance Commission guidelines / procedure / WCL guidelines for Ancillary Industries as applicable.

1.3.21 **BUYER'S RIGHT TO DECIDE THE TENDER** : CMPDI reserves the right to reject or accept or withdraw the tender in full or in part, as the case may be. Tenderers are advised to carefully note that the deviation in these terms will not be entertained. Offers, as asked for, must be submitted complete in all respect.



1.3.22 **DECLARATION REGARDING BANNING/DELISTING** : The bidder should give a declaration, as per Annexure-VI, that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs. If a bidder has been banned / delisted by any Govt. or Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

1.3.23 **DEVIATION** : Deviations sought by bidders, whether these are Commercial or Technical deviations, must only be given in the schedules prescribed for them. Any wilful attempt by the bidders to camouflage the deviations by giving them on the covering letter or in any other documents than the prescribed schedules may render the bidder itself non-responsive.

1.3.24 Tender submitted with terms and conditions not in line with above, may not be entertained. CMPDI reserves the right to place order in case of successful tenderers as per its own terms and conditions.

1.3.25 Tenderers are requested to go through the complete Tender Documents including Technical details and commercial terms and conditions thoroughly before submitting their offer. In the event the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them. Any deviation in technical details and commercial terms should be specified very distinctly indicating corresponding serial number of NIT (Technical and Commercial).

1.3.26 Tender Documents are not transferable.

1.3.27 The company reserves the right to cancel the whole tendering process at any stage without assigning any reason what so ever.

2.0.0 **SPECIAL TERMS AND CONDITIONS :**

2.1.0 **PRICES** : The prices quoted must be firm throughout delivery and FOR destination.

2.2.0 **VALIDITY OF OFFER** : Offers must remain open for acceptance for 3 months (90 days) from the due date of opening of the tender.

2.3.0 **PAYMENT** : 100% payment shall be made within 21 days from the date of receipt and acceptance of materials at destination. Any other payment term is not acceptable.

2.4.0 **DELIVERY** : As per Schedule of Requirement. The time for and the date of delivery of stores stipulated in the Supply Order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. In the event of failure to deliver or dispatch the stores 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 Liquidated Damages Clause.

2.5.0 **LIQUIDATED DAMAGE** : In the event of failure to deliver 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 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 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 in remaining balance. The supplier shall not be entitled any gain on any such purchase.

2.6.0 RISK PURCHASE : In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CMPDI and also in any other Subsidiary Companies/CIL.

2.7.0 INSPECTION : Materials are subject to inspection by inspection authorities to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even after pre-dispatch inspection is carried out the materials will be subject to final inspection at site after receipt of materials at site.

2.8.0 REPLACEMENT OF REJECTED MATERIALS : The rejected materials should be replaced within 15 days from the date of issue of Material Rejection Note. If rejected materials are not replaced within the said period, CMPDI has the right to initiate action as per Liquidated Damages Clause.

2.9.0 PACKING : The packing of all the materials quoted shall confirm to the requirements of the carrier.



2.10.0 **GUARANTEE/WARRANTY** : The tenderer shall give warranty of satisfactory performance of the batteries offered by them for a period of 2 (two) years from the date of receipt and acceptance by CMPDI.

2.11.0 **PERFORMANCE BANK GUARANTEE** : Not required.

2.12.0 **SAMPLES** : If samples are required for evaluation of tender, tenderer will specifically be asked to submit the sample free of cost. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender.

If required an advance sample by the successful tenderer may have to be submitted free of cost for approval of indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship before giving clearance for bulk supply by this office. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender

2.13.0 **PRICE FALL CLAUSE** : It will be a condition of the contract that all through the currency of the prices at which the successful tenderer shall supply the stores, shall not exceed the lowest price charged by them to any other Agency including DGS&D. In the event of price going down, the supplier shall promptly pass such information to enable this company to amend the order rate.

2.14.0 **EARNEST MONEY DEPOSIT (EMD)** : Earnest Money should be submitted along with Part I of the offer i.e. (Techno commercial Bid) in the form of Bank Draft drawn in favour of "CMPDI, RI IV, Nagpur payable at Nagpur. ~~In case Earnest Money is not submitted along with Part I of the tender, the offer shall be outrightly rejected without any reference on this subject.~~ EMD shall be refunded to the unsuccessful tenderers immediately after finalization of the tender. For successful tenderer EMD will be converted to Security Money which will be refunded to the firm within 30 days of the satisfactory execution of the contract. However EMD shall be forfeited in the following circumstances:

~~If any tenderer withdraws their offer before finalization of tender.~~

~~If the tenderer fails to submit the order acceptance within 15 days from the date of the order.~~

2.15.0 **SECURITY DEPOSIT** : The successful tenderers will be required to deposit as Security Money 10% of the value of order (FOR destination price including taxes and duties) in the form of Demand Draft drawn in favour of ~~CMPDI, RI-IV, Nagpur, payable at Nagpur / Bank Guarantee of any scheduled / nationalized bank of India (As per enclosed format Annexure-VI)~~ within 15 days from the date of issue of Supply Order. If Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of successful execution of the order. Where, Security Deposit is submitted in the form of Bank Guarantee, it should be kept valid for the entire delivery period + Claim period of 3 months (This period would be reckoned from the date of placement of supply order). In case of late delivery, the Bank Guarantee will have to be extended accordingly.

(a) In case tenderer fails to deposit Security Money within the stipulated period the order shall be cancelled and ~~EMD deposited against this tender shall be forfeited~~. Simultaneous action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.



(b) The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.

(c) State/Central govt. Organisation/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.

(d) **No Earnest Money/Security Deposit is required for the procurement value less than Rs. 1,00,000/-**

In case the procurement value is less than Rs. 1,00,000/- Security Deposit will not be required to be submitted and EMD will be refunded immediately after placement of order. Please note that no interest will be payable either on Earnest Money Deposit or Security Deposit.

Note: However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any indicated in the NSIC registration certificate, the successful tenderer have to furnish the security deposit over such monetary limit.

2.16.0 *CMPDI reserves the right to increase/decrease the quantities against any/all of the tender by not more than 20% (twenty per cent) before opening of price bid.*

2.17.0 *CMPDI reserves the right to cancel the tender in part or whole without assigning any reason.*

2.18.0 *CMPDI is not responsible for non-receipt/delayed receipt of tender documents.*

2.19.0 Non-discloser / Confidentiality Clause:

The bidder will not at 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, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and 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 breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

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 others, 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 and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.



2.20.0 Overall lowest rate arrived after deducting the amount for buy back of batteries from the amount offered for new batteries will be considered as L1 rate.

2.21.0 **JURISDICTION** : All Disputes are subject to Nagpur Court Jurisdiction

HOD (E&M)
CMPDI : RI-IV : NAGPUR

Encl :

1. *Annexure-I (Schedule of requirement)*
2. *Annexure-II (Price Bid format)*
3. *Annexure-III (Check List showing Technical deviations)*
4. *Annexure-IV (Check List showing deviations from Commercial Terms & Conditions)*
5. *Annexure-V (Declaration regarding banning/delisting)*
6. *Annexure-VI(Bank Guarantee Format)*



ANNEXURE-I

SCHEDULE OF REQUIREMENT

CONSIGNEE : Regional Director, CMPDI, RI - IV, Kasturba Nagar, Jaripatka, Nagpur -440014.

DESTINATION : CMPDI Complex, Jaripatka, Nagpur

DELIVERY : Materials are to be delivered within 15 days from the date of receipt of Supply Order.

Sl.No.	Description of Item	Make/Brand	Unit of Qty.	Quantity
1.	12 VOLT, 100 Ampere Hour Capacity, Sealed Maintenance Free Battery	*Tenderer to quote	Nos.	14
2.	Buyback of old 12 Volt, 100 AH SMF Battery	N.A.	Nos.	14

*Make/ Brand of offered items must be indicated in the technical bid by the tenderer.

HOD(E&M)
CMPDI : RI-IV : NAGPUR



ANNEXURE-II

PRICE BID FORMAT

(To be submitted on the letter head of the Tenderer)
 (Submit the Price Bid in Part-II in separate envelope)

PRICE BID FORMAT FOR MACHINE

Item No.	Description of Item	Unit of Measure	Quantity.	Basic Unit Price (Rs.)	Discount (if any) (%)	Excise Duty (%)	Sales Tax / VAT (%)	Packing & Forwarding Charges	Freight Charges	Insurance Charges	LBT (%)	Total Price (Landed Value) Per Unit (Rs.)
1.												
2.												

Note : Details of Prices, discount, taxes and duties must be indicated in the Price Bid only.

Details of buy back price for old 12 volt, SMF Battery must be indicated at Item No. 2 in the Price Bid only.

TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER
 IN PART-II

*Signature of Tenderer
 (with seal)*



ANNEXURE-III

TECHNICAL SPECIFICATIONS OFFERED BY TENDERER AND CHECKLIST SHOWING DEVIATIONS FROM THE TECHNICAL SPECIFICATIONS OF NIT GIVEN AT ANNEXURE-I.

(To be submitted on the letter head of tenderer along with Part-I)

ITEM NO.	DESCRIPTION OF ITEM (WITH DETAIL SPECIFICATION OFFERED BY TENDERER)	MAKE / BRAND	DEVIATION YES / NO (If yes, give details)
1.			
2.		N.A.	

Important Note :

- (1) *Make/Brand of offered items must be indicated in the technical bid. Detail of deviation must be clearly indicated. Deviation sought by the bidder must only be given in the above format. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other document may render the bid itself non-responsive.*
- (2) *Buy back details of old 12 volt, SMF Battery be given at above mentioned Item No.2.*

*Signature of Tenderer
(with seal)*



ANNEXURE-IV

COMMERCIAL TERMS & CONDITIONS AND
CHECKLIST SHOWING DEVIANTION FROM COMMERCIAL
TERMS & CONDITIONS

(To be submitted along with Part-I)

Refer Clause	Particulars	Indicate Yes / No
(1)	(2)	(3)
2.1.0	PRICES : Whether prices quoted are FOR destination as per Clause 2.1.0 of NIT?	
2.2.0	VALIDITY OF OFFER : Is your offer valid for three months (90 days) from the date of opening of tender in line with Clause 2.2.0?	
2.3.0	PAYMENT TERM : Have you accepted Payment term as per Clause 2.3.0 of NIT?	
2.4.0	DELIVERY : Have you accepted to deliver the material as per the Schedule of Requirement in line with Clause 2.4.0 of NIT?	
2.5.0	LIQUIDATED DAMAGE : Have you accepted Liquidated Damage clause in line with clause 2.5.0 of NIT?	
2.6.0	RISK PURCHASE : Have you accepted Risk Purchase clause in line with clause 2.6.0 of NIT?	
2.7.0	INSPECTION : Have you accepted the condition of inspection in line with Clause 2.7.0 of NIT?	
2.8.0	REPLACEMENT OF REJECTED MATERIALS : Have you accepted to replace the rejected materials in line with Clause 2.8.0 of NIT?	
2.9.0	PACKING : Have you accepted the condition of packing in line with Clause 2.9.0 of NIT?	
2.10.0	GUARANTEE/WARRANTY : Have you agreed to the Guarantee/Warranty term in line with Clause 2.10.0 of NIT?	
2.11.0	PERFORMANCE BANK GUARANTEE : Have you agreed to submit requisite Performance Bank Guarantee in line with Clause 211.0 of NIT?	NOT REQUIRED
2.12.0	SAMPLE : Have you submitted the samples in line with Clause 2.12.0 of NIT?	NOT REQUIRED
2.13.0	PRICE FALL CLAUSE : Have you accepted Price Fall Clause in line with Clause 2.13.0 of NIT?	
2.14.0 & 2.15.0	EARNEST MONEY DEPOSIT / SECURITY DEPOSIT : Are you exempted from deposit of Earnest Money / Security Money as per Clause 2.15.0(c)?	Not Required
	(a) If yes , have you enclosed documentary evidence issued by Govt. for according exemption towards submission of EMD/SD (for the tendered items)?	NA
	(b) If No, (i) Earnest Money Deposit : Have you submitted Earnest Money in Part-I in line with Clause 2.14.0 of NIT?	NA
	(ii) Security Deposit : Have you accepted to deposit Security Money in line with Clause 2.15.0 of NIT?	

Note : Details of deviation, if any, should be indicated separately.

*Signature of Tenderer
(with seal)*



ANNEXURE-V

DECLARATION

I / We hereby declare that I/ we have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs.

*Signature of Tenderer
(with seal)*

Note : If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

**TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER
IN PART-I**

**ANNEXURE-VI****Bank Guarantee Format**

Messers A Company having its office at
..... (hereinafter called the Seller) has entered into a Contract No. RIN/
S&P/..... Dated (hereinafter called the said Purchaser) to supply
Equipment/Plant/Machinery on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (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 Purchase 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.

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 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 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

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.

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) of such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.



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

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.

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 authorized person
for and on behalf of the Bank