

CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
 (A Subsidiary of Coal India Limited)
 Regional Institute-II, Koyla Bhawan Complex
 Koyla Nagar, Dhanbad, Pin-826005
 CIN: U14292JH1975GOI001223

NOTICE INVITING TENDER

NIT No.: CMPDI/RI-II/e-TENDER/Air Conditioner/15-16/1698-08

dt. 16.07.2015

e-TENDER NOTICE (इ-निविदा सचना)

(For Procurement of Consumables & others: DOMESTIC TENDER)

1. Tenders are invited on-line on the website <https://mcltenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by controller of Certifying Authority(CCA),Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

| Description of Item | Estimated / Indent Value (in Rs.) | Earnest Money (in Rs.) | Application Fee (in Rs.) | Delivery Period along with Installation (In Days) |
|--|-----------------------------------|------------------------|--------------------------|---|
| Supply and Installation of Air Conditioner (Split and Window type) with compatible stabilizer (Both of Reputed make) at CMPDI,RI-II, Dhanbad | Rs. 6.676 Lac | Rs.13400/- | Not Applicable | 30 days |

(The above tendered item(s) is (are) not eligible for CENVAT Credit)

2. Time Schedule of Tender

| Sl.No. | Particulars | Date | Time |
|--------|--|------|------|
| a. | Tender e-Publication date | | |
| b. | Document download start date | | |
| c. | Document download end date | | |
| d. | Bid Submission start date | | |
| e. | Bid submission end date | | |
| f. | Start date for seeking Clarification on-line | | |
| g. | Last date for seeking Clarification on-line | | |
| h. | Techno-Commercial Bid Opening date* | | |

(As per Website
<https://mcltenders.gov.in>)

Availability of tender documents: Detail tender notice & Tender documents including terms and conditions shall be available on e-tendering portal <https://mcltenders.gov.in> and Tender notice shall be available at websites www.cmpdi.co.in or www.Tenders.gov.in

NOTE: End user portal agreement of MCL is applicable for CMPDI also.

3. Deposit of EMD:

Rs. 13,400 (₹ Thirteen thousand and four hundred only) as Earnest Money/Bid security is to be deposited.

I. Earnest Money can be deposited online on e-procurement portal of MCL by following mode:

- (a) Online fund transfer from Axis Bank.
- (b) NEFT from any Scheduled Bank.

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL .The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to **MCL account (Pool Account)** before bid submission).

II. Alternatively, bidders can also deposit EMD in the form of Irrevocable Bank Guarantee (BG) from any scheduled Bank, in the format given in the bid document. The validity of such BG should be minimum 28 days beyond the validity of the bid.

Note: The BG against the EMD shall be taken only for the tenders where EMD is amounting to Rs. 5 Lakhs or more. In tenders with EMD less than Rs. 5 lakhs, only online mode of payment shall be enabled.

In case of offline submission of EMD through BG, the bidder has to furnish the BG number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online. The bidder has to deposit the original BG against EMD in person or by postal means, which must be received in the office of the HOD (E&M), CMPDIL, Regional Institute –II, KOYLA BHAWAN COMPLEX, P.O- BCCL TOWNSHIP, DHANBAD, PIN-826005 on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bid. The company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.

III. In case of online payment of EMD, the bid submission can be made only when the EMD is received by MCL (Pool account).

IV. In case of online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by MCL (Pool account) within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

(NOTE: In tenders where BG is not applicable clause II (above) shall not be applicable and should not be included).

Note: In case of discrepancy between the online submitted information regarding the Instruments for EMD and the original Instruments being submitted by the bidder, the later shall prevail if the instrument is valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of the bidder.

The bidder should submit MANDATE FORM for e-payment, if not submitted earlier, as per the format given at Annexure –F for refund of EMD to Bidders through electronic fund transfer.

The bidders have to accept the on-line use portal agreement which contains the acceptance of all the terms and conditions of NIT and tender document, undertaking and the e-Procurement system through <https://mcltenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by bidder during bid submission.

Exemption from Submission of EMD:

State/Central Government Organizations/PSU, valid DGS&D/NSIC registered firm (registered for the tendered items), and Micro / Small Enterprises [MSE] (for the tendered items) are exempted from submission of EMD. For this purpose, such bidders have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid on line.

| Sl.No. | Category of Bidders | Documents against exemption of EMD |
|--------|---|--|
| 1 | State/Central Government Organizations /PSU : | Self-declaration |
| 2 | DGS&D/NSIC registered Firms | Valid and Complete DGS&D/NSIC Registration certificate for the tendered items Self Certified and attested by Notary Public |
| 3 | Micro / Small Enterprises [MSE] | Valid and Complete Micro / Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. (Self-authenticated and attested by Public Notary). |

4. Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct debit / NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it had been received (except the cases where EMD is to be forfeited). However, if the EMD is received through BG then it will be returned by registered /speed post on rejection of bid (except the cases where EMD is to be forfeited).
- b. No claim from the bidder will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his /her bid online (i.e before the end date of submission of tender) then his /her EMD will be refunded automatically after the opening of Part-I tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to performance Security Deposit. However, EMD deposited by the L-1 bidder in the form of BG will be discharged when the bidder furnishes the required Performance Security Deposit (PSD) and signs the agreement.

The bidders should submit MANDATE FORM on line for e-Payment along with EMD, if not submitted earlier, as per the format given in the bid document at Annexure - F.

5. The "General Terms & Conditions" as enclosed in the NIT at Annexure-A shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

General instructions for submission of tender: A bidder should submit the following online for becoming technically eligible

- i) Letter of Bid
- ii) Details of Earnest Money Deposit as per Clause No.:3
- iii) General Technical Evaluation (GTE) is to be agreed as mandatory
- iv) Technical Parameter sheet (TPS) is to be agreed as mandatory

6. Clarification of Bid:

1. The bidder may seek clarification online within the specified period. The department will clarify as far as possible the relevant queries of bidders.

7. Eligibility Criteria:

A. Basic Eligibility: The bidder should be any of the followings:

Manufacturer /Indian Selling Agent /Dealer /Distributor authorized by the Manufacturer of the tendered items.

Note:

- a. Where the offer is submitted by a manufacturer, Scanned copy of documentary evidence of being the same should be uploaded along with e-bid.
- b. Where offer is submitted by an Indian Selling Agent /Dealer/ Distributor, scanned copy of documentary evidence of being the same, viz. valid Authorization certificate issued by the Principal, should be uploaded along with the e- bid. The Authorization letter should have the following details:-
 1. Name and Designation of the Authority issuing the Certificate.
 2. FAX No. /Contact No. and e-mail id of the Authority;
 3. Date of Issue of the Certificate and Validity of the Authorization.
 4. Specific Reference of the Tender for which the Authorization has been issued.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of **Yes/No**, regarding possessing documentary evidence for being Manufacturer /authorized Selling Agent/ Dealer/ Distributor authorized by the Manufacturer of the tendered items.

c. Manufacturer should have service center locally at Dhanbad.

B. Provenness Criteria: Any one of the following conditions should be satisfied for provenness:

- I. The tendered item or items of higher specification must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global), against two different Firm supply orders consisting not less than 33 % (cumulative) of tendered quantity

AND

Either, having satisfactory performance report from the user for a period of not less than 06 (six) months

OR

The bidder will be required to furnish a self-certificate to the following extent:

“The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplier is/are pending as on the last date of submission of Bid”

OR

- II. The tendered items to be offered by the bidder should be ISI marked

OR

- III. The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder.

OR

- IV. The bidder should currently hold Rate Contract with DGS&D for supply of the tendered items to be offered by the bidder.

OR

V. The bidder should have valid DGMS approval for the tendered items to be offered by the bidder. In case DGMS approval is indicated elsewhere in the NIT, then in such case DGMS approval shall be considered as a mandatory document.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of Yes/No, regarding compliance to any one of the proveness criteria mentioned at Sl. No. (i) to (v) above and possessing the corresponding supporting documents as given in the NIT at Clause - 25.

C. TIN/VAT/Sales Tax Registration: The bidder should possess a VAT/ Sales Tax Registration issued by Sales Tax department of any Indian State/Union Territory.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of **Yes/No** regarding possessing of VAT/ Sales Tax Registration certificate issued by Sales Tax department of any Indian State/Union Territory.

D. Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of **Yes/No** regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

E. Digital Signature Certificate (DSC): If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

8. Technical Specification Parameters: The materials to be offered by the bidder must conform to the Technical Parameter Sheet [TPS] uploaded along with this NIT.

9. Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://mcltenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced upto the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. **No conditional bid shall be accepted.**

c. **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Annexure - B) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in **cover-I [i.e. Techno-Commercial Bid]**. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital

signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

d. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

e. Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format and will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Noncompliance of any one specification parameter of any item will disqualify the bidder in that item. **The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.**

f. Price bid: The Price Bid/BOQ comprises 02 sheets (i.e. BOQ Sheet and Sheet for domestic bidder) in Excel Format one of these is for Bidder & the other sheet is the calculation sheet.

Sheet for domestic bidder is to be filled up as per the requirement indicated, i.e. in terms of percentage or in absolute value.

The calculation sheet (BOQ Sheet) shall remain protected and bidder cannot enter any data in this sheet. However, the bidder can view this sheet to check their final figure of their bid.

In case the tendered item is eligible for CENVAT CREDIT then the Lowest [L-1] status shall be decided by deducting the following price components from the landed price viz Excise Duty, Service Tax (if applicable), Education Cess for Domestic Bidders from the landed value. In case of Domestic Bidders for imported Materials Counter Vailing Duty, Custom Cess & Special Additional Duty paid by them during import shall be deduced from the Landed value to decide the L1 Status.

Domestic Bidders having Excise/Service Tax/VAT/CST Registration Certificate are required to indicate their Central Excise/Service Tax/VAT/CST Registration number on the designated cells of the “Sheet for Domestic Bidders” [Under Price Bid / BOQ]

If the Bidder is exempted from paying Excise Duty, they have to mention as “NOT APPLICABLE” in the space of Central Excise Registration number in the “Sheet for Domestic Bidders” [Under Price Bid / BOQ]. In case they become Successful Bidder, they will have to submit Excise exemption document.

CENVAT CREDIT is available on countervailing duty, on special additional duty of customs and educational & higher educational cess etc. for which successful bidders shall be required to submit a copy of the bill of Entry along with their bills for import goods

All bidders including first stage & second stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification. Firms claiming exemption from taking Excise Registration shall submit documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002. Failing in compliance to this, the offers are liable for rejection. Successful Bidder / Bidders are required to upload the documents enlisted in Clause 25. C. 1 to the above effect.

The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II [i.e. Price Bid / BOQ]**. The Price-bid will be in Item wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. The Price-bids of the bidders will have no condition. **The Price Bid which is not submitted as per instruction given above will be rejected.**

10. All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.

11. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded in due course through e-Payment after the opening of Part I tender [i.e. Techno-Commercial Bid]. However, if the bidder wants to withdraw his bid he will not be able to resubmit the bid in that particular tender.

For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of supply order with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i). If the bidder withdrawing his bid is other than L1, the tender process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done for the items in which this bidder was L1.

Note:

i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited and this Bidder is debarred for six months (in case of Clause-a) OR one year (in case of Clause-b) from participating in tenders in CMPDIL. This letter will be circulated to all RIs and CMPDIL -HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

12. Bid Validity: The validity period of the tenders shall be minimum 120 (one hundred twenty) days from the end date of submission of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.11 (Modification and Withdrawal of Bid) of NIT.

13. Prices: Prices quoted must be FIRM till delivery; otherwise the offer will be rejected.

The destination point for delivery of materials will be as follows :

| SI No. | Description | Consignee | Destination Point (place of delivery of materials) |
|--------|---|---|--|
| 1 | Split Type 1.5 Tonne Air Conditioner with compatible stabilizer (Both of Reputed Make) | The Regional Director, CMPDI, RI-II, Koyla Bhawan Complex, Koyla nagar, Dhanbad | CMPDI, RI-II , Store |
| 2 | Window Type 1.5 Tonne Air Conditioner with compatible stabilizer (Both of Reputed Make) | | |

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee.

The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis in a specified format containing the breakup of applicable taxes and duties, freight, insurance as per the requirement of BOQ (Sheet1) i.e. in percentage or absolute value. Entry tax component shall automatically be calculated by the system for calculation of Landed price. The presently applicable rate is @ 2 %. Bidders from within the state of Jharkhand should quote their basic price exclusive of entry tax and other components of the price in percentage or absolute value along with the basic price of each item. The landed value will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements as given by bidders online and L1 bidder shall be decided by the system. However the items for which CMPDIL is eligible for availing CENVAT Credit the system shall deduct the following Price elements (i.e. Excise duty, Service tax, Counter Vailing Duty [CVD], Special Additional Duty [SAD], Education Cess, etc.) from the landed Value for arriving at the L1 Status

Excise Duty: (For Domestic Bidders): Bidders are required to indicate Excise Duty and Service Tax separately in the BOQ wherever applicable.

In case CMPDIL is eligible for CENVAT Credit, at the time of evaluation of tenders to arrive the lowest landed rate quoted, the amount of Excise Duty and Service Tax including education Cess will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

Domestic Bidders are to indicate their Central Excise Registration no. and Excise Tariff code on the designated cells of the "Sheet 1". This is to be followed strictly.

Countervailing duty (CVD) & Special Additional Duty (SAD): (Indian selling agent, dealer, distributor authorized by foreign manufacturer) In case CMPDIL is eligible for CENVAT Credit, at the time of evaluation of tenders to arrive at the lowest landed rate quoted, the amount of countervailing duty (CVD), Custom Cess and Special Additional duty (SAD) will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder.

14. Taxes and Duties: In case of any increase in Taxes and Duties after the last date of submission of bid and upto the stipulated delivery period, the same shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. In case of any increase in Taxes and Duties after expiry of the stipulated delivery period, such increase will be borne by the Supplier. In case of any decrease in Taxes and Duties after the last date of submission of bid and upto the delivery period (stipulated/extended), the same shall be recovered from the Supplier.

15. Applicable Rate of Entry Tax: As Applicable

16. Applicability of CST: As applicable

17. Delivery Schedule: The Delivery period shall be as follows: Delivery to be completed within 30 DAYS from the date of receipt of supply order

Note: Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

18. Guarantee/Warranty: The Guarantee/Warranty period shall be applicable as per manufacturer policy.

19. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and CMPDIL will in no case be responsible and liable for those costs.

20. Currencies of Bid and Payment: The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

21. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

22. After receipt of EMD as stated in clause no.3, the Techno-commercial bid will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The participating bidders may view the opening of Techno commercial bids remotely on-line. Thereafter, the Techno-commercial bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with Clause No.7 [Eligibility Criteria], Clause No.8 [Technical Specification Parameters] and Clause no. 9 [Submission of Bid]. This on-line evaluation will be validated by Tender Committee of CMPDI RI-II.

23. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

24. The Price-bid of the successful bidders (qualified in Techno-commercial bid) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The participating bidders may view the opening of Price-bids remotely on-line. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

25. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted in the NIT will be specified on-line by Evaluator indicating the start date and end date giving 7 days (7x24 hours) time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of all the specified documents in support of the information/ declarations furnished by them on-line within the specified period of 7 days. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

A. Basic Eligibility Criteria [Ref. Clause No.7 (A) of NIT]: *The following specified documents depending on the category of bidders:*

| Sl No. | Category of Bidder | Scanned copy of documents(Attested by Notary public) to be uploaded by L1 bidder in support of Basic Eligibility Criteria |
|--------|--|--|
| i | Manufacturer /Indian Selling Agent /Dealer /Distributor authorized by the Manufacturer of the tendered items. | <p>(a) where the offer is submitted by a Manufacturer, scanned Copy of documentary evidence of being the same should be uploaded along with the e-bid.</p> <p>(b) Where offer is submitted by an authorised agent/ stockist ,scanned copy of documentary evidence of being the same, viz. valid Authorisation certificate issued by the Principle, should be uploaded along with the e-bid. The authorisation letter should have the following details:-</p> <ol style="list-style-type: none"> 1. Name and Designation of the authority issuing the Certificate ; 2. FAX No./Contact No. and e-mail id of the authority ; 3. Date of issue of the Certificate and Validity of the Authorisation; 4. Specific reference of the Tender for which the Authorisation has been issued. <p>(c) Manufacturer should have service center locally at Dhanbad.</p> |

B. Provenness Criteria [Ref. Clause No.7 (B) of NIT]: Any one of the following specified documents depending on the alternative provenness criteria selected by bidders :

| Sl No. | Alternative Provenness Criteria | Scanned copy of documents(Attested by Notary public) to be uploaded by L1 bidder in support of Provenness Criteria |
|------------|---|--|
| i | <p>The tendered item or items of higher specification must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global), against two different supply orders(Firm) consisting not less than 33%(cumulative) of tendered quantity AND</p> <p>Either, having satisfactory performance report from the user for a period of not less than 06 (six) months</p> <p>OR</p> <p>The bidder will be required to furnish a self-certificate to the following extent:</p> <p>“The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid”</p> | <p>Both the following documents (a) and b(i) or b(ii)</p> <p>a. Complete Set of two different Supply orders(Firm) copies for the tendered item or items of higher specification consisting not less than 33 %(cumulative) of tendered quantity. (attested by Public Notary)</p> <p>AND</p> <p>b. Any of the following:</p> <p>b. (i)Satisfactory performance report from the users for a period of not less than 06 months (attested by Public Notary).</p> <p>OR</p> <p>b.(ii)The bidder will be required to furnish a self certificate to the following extent:</p> <p>“The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid”</p> |
| ii | The tendered items to be offered by the bidder should be ISI marked | BIS Marking License/Certificate of the manufacturer for the quoted items (attested by Public Notary) |
| iii | The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder | Valid Rate Contract as issued by CIL/any other subsidiary of CIL for the quoted items (attested by Public Notary) |
| iv | The bidder should currently hold Rate Contract with DGS&D for supply of the tendered items to be offered by the bidder. | Valid Rate Contract as issued by DGS&D for the quoted items (attested by Public Notary) |
| v | The bidder should have valid DGMS approval for the tendered items to be offered by the bidder | Valid DGMS Approval for the quoted items (attested by Public Notary) |

C. Other Eligibility Criteria: All the following specified documents:

| Sl No. | Other Eligibility Criteria | Scanned copy of documents(Attested by Notary public) to be uploaded by L1 bidder in support of Other Eligibility Criteria |
|--------|---|--|
| 1 | All Bidders including first stage & second stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification <i>(Ref. Clause No.9(f) of NIT)</i> | Any one of the following documents (<i>attested by Notary Public</i>) : 1. Excise Registration Certificate. 2. Firms claiming exemption from taking Excise Registration shall upload documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002. |
| 2 | VAT/Sales Tax Registration <i>(Ref. Clause No.7(C) of NIT)</i> | TIN / VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State/Union Territory (<i>attested by Public Notary</i>) |
| 3 | Permanent Account Number <i>(Ref. Clause No.7(D) of NIT)</i> | PAN Card issued by Income Tax department, Govt. of India (<i>attested by Public Notary</i>) |
| 4 | Digital Signature Certificate (DSC) <i>(Ref. Clause No.9(a) of NIT)</i> | If the bidder himself is the DSC holder bidding online then no document is required. However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 9 is required. (<i>attested by Public Notary</i>) |
| 5 | An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by the bidder on-line and authenticity of the documents being produced by him/them before Tender Committee in support of his eligibility, as per the format given in the NIT at Annexure-C | |
| 6 | Document supporting the location of Service center at Dhanbad(<i>attested by Public Notary</i>) | |
| 7 | Any other document if any, to support the qualification information as submitted by the bidder on-line (<i>attested by Public Notary</i>) | |

D. Technical Specification Parameters [Ref. Technical Parameter Sheet [TPS] uploaded along with this NIT]: All the following specified documents:

| Item Sl. No. | Technical Specification Parameter | Scanned copy of documents(Attested by Notary public) to be uploaded by L1 bidder in support of Technical Specification Parameters. |
|--------------|-----------------------------------|--|
| 1. | As Per TPS | To be uploaded by the bidder |

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional relevant documents to support the information/declaration furnished online by the bidder against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

The Tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date giving 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload Confirmatory Document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of those specified documents within the specified period of 7 days

No additional time will be allowed to the bidder for on-line submission of documents

The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- a. In case the L-1 bidder submits requisite documents online as per NIT for all his quoted items (for which he was L-1) then the bidder will be considered eligible for all the quoted items (for which he was L-1).
- b. In case the L-1 bidder submits requisite documents online as per NIT for some of his quoted items (for which he was L-1) but for rest of his quoted items (for which bidder was L-1), either fails to submit requisite documents or any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the bidder will be considered eligible for those items for which the valid requisite documents have been submitted. For the balance items, re-tender will be done (with the same or different quantity, as per the instant requirement) in which the offer from this bidder will not be accepted and 50% of EMD deposited by this L-1 bidder or Rs.1.00 lakh, whichever is lower will be forfeited.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second Retender, then this penal action will not be applicable

- c. In case the L-1 bidder fails to submit requisite documents online as per NIT for all of his quoted items (for which he was L-1) or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder for all of the items quoted by this bidder for which the Bidder was L-1 (for the first time), then 100% of EMD deposited by this L-1 bidder or Rs.1.00 lakh, whichever is lower will be forfeited and re-tender (with the same or different quantity, as per the instant requirement) will be done for the items in which this bidder was L1. In this retender, offer from this bidder will not be accepted.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second Retender, then this penal action will not be applicable

- d. If the L-1 bidder fails to submit the requisite documents online as per NIT for any of his quoted items (for which he was L-1) in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, for any of his quoted items (for which the bidder was L-1) in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of publication of NIT), then 100% of EMD deposited by this L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDIL and re-tender will be done for the items in which this bidder was L1.
- e. It is responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

Note:

- I. In case of clause (b) & (c) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the bidder is not allowed to participate in the next retender and if such act is repeated next time under the same Tender Inviting Authority within a span of one year, then this bidder will be debarred for one year from participating in all other future tenders in CMPDIL. The amount of EMD which is forfeited due to failure on the part of bidder to submit requisite documents within stipulated time is also to be indicated in this letter.
- II. In case of clause (d) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited and this Bidder is debarred for one year from participating in tenders in CMPDIL. This letter will be circulated to all RIs and CMPDIL-HQ and the updated list will be maintained by all Tender Inviting Authority/ Evaluators.
- III. Penal action against clause (b), (c) & (d) above will be enforced from the date of issue of such order. Such orders must be issued before inviting the retender.

26. **Placement of Supply Order:** The bidder whose bid has been accepted, will be intimated about placement of supply order on-line and also by registered/speed post by the employer. The scanned copy of the supply order will be uploaded, on the e-procurement portal and the original copy will be sent to the L-1 bidder/s through Registered / Speed Post. The L-1 bidder/s will get the information regarding placement of supply order on their personalized dashboard on-line. The date of receipt of order will be taken as the date on which the scanned copy of Supply Order is uploaded on the e-Procurement portal or 7th day from the date of issue of Supply Order by Registered/Speed Post whichever will be earlier. It will be the responsibility of the firm to download the same from CMPDIL portal. On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order. Failure to accept the supply order within the specified period may entail cancellation of supply order and the firm's performance will be recorded for further dealings with them.

27. The supply should be completed within the stipulated period of delivery which shall be reckoned from the date of receipt of Supply Order.

28. **Security Deposit:** The successful tenderer will be required to deposit Security Money equivalent to 10% of the value of the awarded contract, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-D), within 15 days from the date of receipt of Supply Order. The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of ninety days beyond the stipulated delivery period. Failure to deposit the required Security Money within the specified period shall entail cancellation of Supply Order and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them.

The Security Deposit shall be refunded within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of ninety days beyond the extended delivery period.

State/Central Government Organizations/PSU, valid DGS&D/NSIC registered firm (for the tendered items) and valid Ancillary Units of CMPDIL (for the tendered items) are exempted from submission of Security Deposit.

In case the value of Security Deposit works out to be less than Rupees One Lakh, then the same shall be deposited in the form of Demand Draft. No Bank Guarantee shall be accepted by CMPDIL for a value less than Rupees One Lakh.

Provision for operating Bank Guarantee locally at Dhanbad, Jharkhand shall also be stipulated in the above Bank Guarantee by the issuing outstation Bank. The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should

also be mentioned on the Bank Guarantee. In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

29. Performance Guarantee: The successful tenderer will be required to deposit Performance Guarantee Equivalent to 10% of the value of the awarded contract, in the form of irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-D), before supply of equipment. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of (90) ninety days beyond the stipulated warranty period.

Security Money may be converted into Performance Guarantee by extending the validity of Bank Guarantee. In case the successful tenderer wants to convert their "Bank Guarantee for Security Deposit" into Performance Guarantee, the validity of Bank Guarantee for Security Deposit should be suitably extended to cover the required validity period of ninety days beyond the stipulated warranty period.

The Performance Bank Guarantee shall be released within 30 days of expiry of warranty period, if no claim is pending. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.

In case the value of Performance Bank Guarantee works out to be less than Rupees One Lakh, then the same shall be deposited in the form of Demand Draft. No Bank Guarantee shall be accepted by CMPDIL for a value less than Rupees One Lakh. Provision for operating Bank Guarantee locally at Dhanbad, Jharkhand shall also be stipulated in the above Bank Guarantee by the issuing outstation Bank. The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should also be mentioned on the Bank Guarantee.

In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

30. Inspection Clause:

The materials will be subjected to inspection after receipt at store by the inspection committee.

31. Payment terms:

100% payment shall be made through e-Payment within 21 days of receipt and acceptance of materials at consignee's end or submission of bill, whichever is later. However, the payment of Excise Duty shall be made against production of documentary evidence in support of payment actually made to the concerned authorities.

32. Liquidated Damages: In the event of failure to deliver or despatch 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, CMPDIL should have the right :-

- a) To recover from the successful tenderer, a sum of 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% (Ten percent) .
- 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 similar description without cancelling 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 liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit fully or partly.
- f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, CMPDIL 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 tenderer in this or any

contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CMPDIL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

33. **Price Fall Clause:** The price charged for the stores/equipment's supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any other organization during the period of contract. If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores/equipment to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the CMPDIL and the price payable under the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

34. **Price Certificate:** In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:-

"It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract".

35. **Risk Purchase:** In the event of failure of the supplier to deliver or despatch 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, the Company have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CMPDIL and also in any other Subsidiary Companies/ Coal India Limited.

36. **Force Majeure:** 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 blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

37. Only Certificate /letter may provide by the CMPDI for road transportation .the material is to be used in Central Mine Planning & Design Institute Limited and the material is intended for our official use only,hence there will not be any resale or commercial value.

38. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

39. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

40. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

41. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.

42. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Local District Court.

43. **Arbitration:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public Enterprises to be nominated by secretary to the Govt. of India in-

charge of the Dept. of public Enterprises. The Arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/Additional Secretary, when so authorized by the law secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The arbitration clause mentioned above shall be applicable only in case of orders/ contracts to be placed on Public Sector Enterprises/Government Departments.

This tender and resultant supply order will be governed by CIL purchase manual / guidelines of CVC, New Delhi/ Govt. of India and extant procedures of CMPDIL issued from time to time.

44. Non-disclosure / Confidentiality Clause:

The bidder will not at any time during 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 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.

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 and (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.

HOD (E&M)
CMPDI, RI-II, Dhanbad.

Encl:

Annexure "A" -- General Terms and Conditions of Supply of Stores

Annexure "B" -- Format of Letter of Bid

Annexure "C" -- Proforma for Affidavit to be submitted by the L-1 bidder

Annexure "D" -- Format of bank guarantee for Earnest money

Annexure "E" -- Format of bank guarantee for Security Deposit

Annexure "F" -- Mandate form for Electronic Fund Transfer/Internet Banking payment

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

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 supplier.
 - 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 assignee 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.
 - v. The term "DRAWING" shall mean the drawing, the plans specified in or annexed in the schedule of specification.
 - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to tender, his or their successor or assignees.
 - vii. The term "INSPECTOR" shall mean any person nominated by or on behalf of the purchaser to inspect supplier's Stores or works 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 "PARTICULAR" 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 manufacturer.
 - g). Any other details governing the construction manufacture and or supply as existing in the contracts.
 - 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 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 "QUANTITY" 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 :

- a) the consignee at his premises, or
- b) where-so provided the interim consignee at his premises, or
- c) a carrier or other persons named in the contract as interim consignee for the purpose of transmission to the consignee.
- d) The consignee at the destination station in case of contracts stipulated for delivery of 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 individual, whether incorporated or not.

5. Terms and expression not herein defined shall have the meaning 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 the tender, 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) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by inspector(s) 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 question.

(ii) All samples required for inspection or test shall be supplied by the successful tenderer 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.

8. (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 purchase.
- 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.

9. (a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or b(i) of this sub clause, 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 -20 shall as far as applicable shall apply.

(b) The decision of Coal India Ltd. & its Subsidiaries 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 condition in this sub-clause contained shall be final and binding on the supplier.

10. Use of raw materials secured with Government Assistance

- (a) Where any raw materials for the execution of the contract is procured with the assistance of Coal India Ltd. and/or any Subsidiaries Company of CIL by purchaser or under arrangement made or permit, license, quotas 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 Ltd. and/or any subsidiary companies of CIL.
 - 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 materials.
- b) Where the contract is terminated due to any default on the part of supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by

Coal India Ltd. & its Subsidiaries 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 Ltd. or any Subsidiaries of CIL all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reason 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 Ltd. & its Subsidiaries 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.

11. The tenders shall give a warranty of satisfactory performance of the unit offered by them as per the terms appearing elsewhere in the tender documents. The supplier shall be responsible for any defects that they 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. 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 Coal India Ltd. & its Subsidiaries.

12. 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.

13. **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 offer 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 arrangement 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 examination 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 charges, 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 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 cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of 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 inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory and
- iv. To mark the rejection stores with a rejection mark so that they may be easily identified if resubmitted.

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 resubmit 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 purchaser of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchaser 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 purchaser or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the 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 provision of clause 20 shall apply as far as applicable.

i) Inspector's 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 available is fixed on FOR station of despatch 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 and 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 expenses 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 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.

14. Packing & Transport

- (a) It shall be the responsibility of the successful tenderers to arrange 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 expenses of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the authorities specifying the goods despatch. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility, Mahanadi Coalfields Ltd. 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 package itself and another copy will be forwarded to the consignee, in advance.

15. 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.

16. In the event of failure to delivery or despatch the stores within the stipulated date or 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 Limited or its subsidiary companies should have the right :

- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 1/2% 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 5%. Where felt necessary the limit of 5% can be increased to 15% at the discretion of Head of the Materials Management Deptt.
- 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 and payable by the supplier, Mahanadi Coalfields Limited 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 tenderer in this or any other contract should this sum be not sufficient to cover full amount recoverable, the successful tenderer shall pay Coal India Limited or its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

17. 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 Ltd. and its Subsidiaries 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 Coal India Ltd. & its Subsidiary companies, the contract/supply order shall be read and understood as if it had continued from its inception in the delivery date as extended.
18. The supplier shall allow reasonable facilities and free access to his work 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 (12) above shall be carried out by the Inspector/Consignee at the site stores or by Inspecting Wing inclusive of all its branch officers) 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.
19. Coal India Ltd. & 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.
20. The supplier shall at all times indemnify Coal India Ltd. and its Subsidiaries 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 Mahanadi Coalfields Ltd., 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.
21. **Carrying Vessels for Imported Items**

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

22. **Arbitration**

In case of any dispute or difference between the parties as to the construction, effect or application of these presents of any term or provision thereof or as to the amount or extent of any liability hereunder or as to any matter or thing in any way arising in connection with this contract, the same shall be referred to the Arbitrator or Arbitrators to be appointed by the mutual consent of both parties after consultation with one another, and the provisions of the Indian Arbitration Act for the time being in force shall apply to the arbitration proceedings and the award shall be binding on both parties. For orders placed with foreign suppliers/manufacturers, arbitration by International Chamber of Commerce, Geneva shall be specified.

23. The stores shall be despatched at public tariff rates in the case of for station of despatch 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 despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative route exist Coal India Ltd. & its Subsidiaries shall, if called upon so 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.

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

25. **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 or 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 Court**

The courts of the place from acceptance of tender has been issued shall alone have justification 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.

26. **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. & its Subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing 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 the behalf under chapter IX of the Indian Panel Code.1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle Coal India Ltd. & 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 provision of Clause -16
- b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the retender by the purchaser from the supplier shall be decided by Coal India Ltd. & its Subsidiary companies whose decision thereon shall be final and binding on the supplier

27. **Insolvency and Breach of Contract**

- (a) Coal India Ltd. & its Subsidiary companies may at any time by notice in writing summarily determine

contract without compensation to the supplier in any of the following events, 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 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 Entitled the court or Debenture-Holder 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.

28. Progress Report

- 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.

ANNEXURE-B

Format of Letter of Bid
LETTER HEAD OF BIDDER

To
The HOD(E&M)
CMPDIL,RI-II
Koyla Bhawan Complex, Koyla Nagar
Dhanbad,826005

Sub : Letter of Bid

Ref: NIT No:

Date:

Tender ID No:

I/We offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against CMPDIL.

DSC Holder:

If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then scanned copy of power of attorney, duly notarized on a non-judicial stamp paper of Rs. 10.00 as per format mentioned on next page, shall be uploaded along with this letter of Bid on second page.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

Yours Faithfully,

(Signature of Bidder) ,OR
Authorized person of Bidder), OR
(DSC Holder bidding online with authorization from Bidder)

1. Name of Authorised Signatory:
2. Type of Authorization :
3. Name of the Bidder :
4. Address:
5. E-mail Address:
6. Mobile/Telephone Number :
7. FAX Number :
8. Place:
9. Date:

Format for Authorization to DSC holder bidding online on behalf of bidder.

NON JUDICIAL STAMP PAPER OF Rs. 10.00

I/We do hereby authorized M/s /Mr. /.....Address for online bidding on behalf of me/ us for the e-tenders invited by Central Mine Planning & Design Institute Limited, Dhanbad, Jharkhand on <https://mcltenders.gov.in>.

| | | |
|--|--|--|
| Signature Seal of DSC Holder Authorized for online on behalf of the bidder. | | Signature Seal of the bidder Authorizing the DSC Holder for online bidding. |
|--|--|--|

Signature and Seal of the Notary

Annexure - C

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder

(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)

Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

I/We, -----, Partner/Legal Attorney/ Accredited Representative of M/s -----, solemnly declare that:

- 1.I/We am/are submitting Tender for the Work ----- against Tender ID----- dated -----, vide Bid ID -----
- 2.All information furnished by me/us on-line in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- 3.All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
- 4.If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and if the tender is cancelled and re-tendered I/We shall be debarred from participating in such first retender, if such acts are repeated under the same tender inviting authority within a span of one year then I/We may be debarred for a minimum period of 01 (one) year from participating in all other future tenders in CMPDIL
- 5.I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “-----” for a period of ----- year/s, effective from ----- to -----

Signature of the Tenderer

Dated-----

Signature & Seal of Notary

N.B: In case of non-applicability of Service Tax Registration, the bidder has to mention in the body of the above affidavit “that he avails exemption from Service Tax Registration as per Service Tax Act”.

ANNEXURE-D

FORMAT OF FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To :

**Central Mine Planning & Design Institute Limited,
Regional Institute-II, Koyla Bhawan Complex ,
Koyla Nagar , Dhanbad-826005**

WHEREAS _____ *[name and address of Bidder]* (hereinafter called "the Bidder") shall be submitting its Bid dated _____ *[date of the Bid]* for the work. _____ *[name of the work]* (hereinafter called "the Bid").

KNOW ALL MEN by these present that we, _____ *[name of the bank]* of _____ *[name of the country]* _____ having our registered office at *[address of the bank]* (hereinafter called "the bank"), are bound unto the **Central Mine Planning & Design Institute Limited, Regional Institute-II, Koyla Bhawan Complex Koyla Nagar , Dhanbad-826005** (hereinafter called "the Employer") for the sum of *[amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 200_.

THE CONDITION of this obligation are :

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form ; or

2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity :

(a) Fails or refuses to execute the Contract Agreement when required ; or

(b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

We, _____ *[name of the bank]* undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

**FORMAT OF FOR BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE BANK
GUARANTEE**

Messers _____, a company having its office at _____ (hereinafter, called the seller) has entered into a contract No. _____ dated. _____ (hereinafter called the said contract) with Coal India Ltd. & its Subsidiaries (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. _____ equivalent to 10% value of the stores/materials supplied by the seller 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 by 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 Seller agreed to give the guarantee hereinafter contained.

2. We _____ Bank Ltd., 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 the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We, _____ Bank Ltd., further agree that the guarantee herein contained shall come into 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 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 discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date to be given) _____ and unless the guarantee is renewed or a claim is preferred against the Bank within _____ (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 affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said contract 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 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 of 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 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 agrees 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 Rs. _____ (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. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank Guarantee is operational for all purposes at Dhanbad Branch, Jharkhand [Branch Code: _____]

The Postal Address, Telephone no., Fax No. and e-Mail address of both the outstation Bank issuing the BG and Dhanbad Operating Branch are as under:-

1. Postal Address of the Outstation Bank issuing the BG:

2. Telephone No. of the Outstation Bank issuing the BG:

3. Fax No. of the Outstation Bank issuing the BG:

4. e-Mail of the Outstation Bank issuing the BG:

5. Postal Address of the Operating Bank at Dhanbad, Jharkhand:

6. Telephone No. of the Operating Bank at Dhanbad, Jharkhand:

7. Fax No. of the Operating Bank at Dhanbad, Jharkhand:

8. e-Mail of the Operating Bank at Dhanbad, Jharkhand:

Dated _____ day of _____ for _____

Bank Limited

Signature of the authorized person
For and on behalf of the Bank

Annexure-F**E-PAYMENT**

To,
 Central Mine Planning & Design Institute Ltd.
 Regional Institute –II, Koyla Bhawan Complex,
 Koyla Nagar, Dhanbad, 826005

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

We hereby authorize 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 details for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

1. Name of the Beneficiary: _____

2. Address: _____

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) | 1. Saving | 2. Current | 3. Loan |
| | 5. Others (If other ,specify) | 4. Cash Credit | |
| 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.....
 (AUTHORIZED SIGNATORY)
 Name.....
 Date.....

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.....
 (AUTHORIZED SIGNATORY)
 Name.....
 Date.....