



इ-निविदा

E-TENDER NOTICE

(For Procurement of Air conditioner: DOMESTIC TENDER)

NIT No. : CMPDI/RIN/S&P/AC/15

Dated:22.01.2016

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 for "Supply of Air conditioner" as detailed :-

S.N	Description of Item	Estimated/ Indent Value (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Delivery Period (In Days)
1	2.0 Ton split type air conditioner with LCD remote control (4 nos.)	1,98,000/-	8,000/- (@ 2% of estimated value)	Nil	30 days
2	1.5 Ton split type air conditioner with LCD remote control (2 nos.)	89,000/-		Nil	30 days
3	1.0 Ton split type air conditioner with LCD remote control (3 nos.)	1,13,000/-		Nil	30 days

2. Time Schedule of Tender :

S.N.	Particulars	Date	Time
a.	Publishing date	As per Website https://mcltenders.gov.in	
b.	Document download / sale start date		
c.	Seek Clarification Start date on-line		
d.	Seek Clarification End date on-line		
e.	Bid Submission start date		
f.	Bid submission closing date		
g.	Bid Opening date*		
h.	Document download sale end date**		

*Note: Date for Techno-Commercial Bid Opening to be fixed after three [03] Workings days from

Bid Submission Date [Till Further direction from e-Procurement Cell]**** System computes Document / Sale End Date as Bid submission closing Dates.****3. Deposit of EMD :****I. The 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 Schedule 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 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. Five 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 **Regional Director, CMPDI, Regional Institute – IV, Kasturba Nagar, Jaripatka, Nagpur – 440014**, on any working day after e-Publication of NIT and up to three 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 outrightly 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 & time of bid submission but not received by MCL (Pool Account) within the specified period due to any reason then 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).

State/Central Government Organisation / PSU, valid DGS&D/NSIC registered firm (for the tendered items), valid Micro / Small Enterprises [MSE] (for the tendered items) are exempted from submission of EMD. Such bidders will 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

S.N.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organisations/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 Centres 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).
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a) *If a bidder wants to quote only for some of the items in a tender, he should click the radio button 'YES' against the question "Are you exempted from EMD payment" in the page meant for giving details related to payment of EMD while submitting his bid and should enter the total amount of EMD corresponding to the items for which the bidder does not want to quote. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items which he is quoting / bidding in the space provided against 'Upload EMD exemption document' which should be digitally signed before moving to Next page.*

4. Refund of EMD:

EMD of rejected bidders (except the bidders whose EMD is to be forfeited) at any stage will be refunded.

In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.

If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then the EMD will be refunded after the opening of Part I tender [i.e. Techno-Commercial Bid].

The Earnest Money deposited by the L-1 bidder / Successful Bidder will be refunded on receipt of required Security Money from the bidder.

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.

6. Clarification of bid: The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be upto 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders shall be given at least 2 (two) days before the end date of bid submission.

Note: In exceptional cases where a large number of queries from bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the bidders for seeking clarification should not be less than 10 (ten) days in such cases

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of bidders clarified on-line and also unanswered queries of bidders shall be referred in the TCR.

7. Eligibility Criteria:

(Scanned copy of documents (self certified and attested by Notary Public) is to be uploaded by L_1 bidder for each as listed in clause no. 23.

A. Basic Eligibility:

Tenderer should be Manufacture or Authorised Agent / Dealer / Distributor / Stockist for the tendered items.

B. Experience: Offer of only those tenderers will be considered who have past experience to supply **similar** items to reputed buyer, preferably to other subsidiaries of Coal India limited or any other Government Undertaking / Department or they are registered with Coal India Limited / WCL / other subsidiaries of Coal India limited or reputed private organizations for tendered item(s).

“Similar” items means “Air conditioner”.

C. VAT/Sales Tax Registration: The bidder should posses 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.

Other / Additional Eligibility Criteria shall be applicable as mentioned in the relevant clauses of this NIT

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://mctenders.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) and uploaded as LOB along with this NIT, shall be downloaded by the bidder and printed on Bidder's letter head and the scanned copy of the same shall 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 in Cover - I.** Non-compliance 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 bidders) in Excel Format one of these is for Bidder & the other sheet is the calculation sheet.

“Sheet for domestic bidders” is to be filled up as per the requirement 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.

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 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 CMPDI. 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 CMPDI. 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: 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 :

Item Sl.No.	Description	Quantity (NOs)	Consignee	Destination Point (Place of delivery of materials)
1	All the items in BOQ	As per BOQ	Regional Director	Stores, CMPDI, RI-IV, Nagpur

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.

Bidders should quote their rates in the BOQ , specifying all the taxes and other components of price apart from unit rate for each item.

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 for Domestic bidder”. 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.

Local Body Tax (LBT) : Presently local body tax is applicable for sale of goods at Nagpur. Parties should clearly provide rate for LBT in the” BOQ sheet for domestic bidders”.

LBT will be reimbursed only after production of payment of receipt of LBT.

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. Schedule: The Supply and installation of split air conditioners shall be completed within 30 Days from the date of receipt of supply order.

16. Guarantee/Warranty: The Guarantee/Warranty period shall be as follows:

The firm will be fully responsible for the standard manufactures warranty in respect of proper design, quality and workmanship for the period "TWELVE MONTHS" from the date of installation or 18 MONTHS from the date of arrival of the stores at the ultimate destination whichever is earlier.

The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to CMPDI. The new goods should be supplied on FOR destination basis free of cost.

In case the manufacturer's guarantee/warranty appears to be more beneficial with better terms and conditions, the same will be applicable.

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

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

19. 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, CMPDI 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.

20. 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.

21. 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.

22. 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. BOQ comparative chart will be generated by the system online automatically.

" In cases where the system does not read the values of any of the BOQs submitted against a tender while generating BOQ comparative chart, a manual comparative statement will be prepared based on the data available in the BOQs uploaded by the bidders and the same shall be considered for evaluation and uploaded on the system for viewing by the public."

23. 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 online 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) & (B) of NIT] : The following specified documents depending on the category of bidders :

Sl No.	Category of Bidder	Scanned copy of documents(Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Basic Eligibility Criteria
a	Indian Manufacturers	<p>Any one of the following documents (<i>self authenticated and attested by Public Notary</i>) :</p> <ul style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate c. DGS&D registration certificate d. SSI/DIC registration certificate e. Valid BIS license/certificate f. Valid DGMS approval g. Micro / Small Enterprises [MSE] Registration certificate issued by District Industries Centres 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
b	Indian selling agents/dealers/distributors authorized by Indian manufacturer	<p>i. Authorization from their principal manufacturer to quote against this tender (<i>self authenticated and attested by Notary Public</i>) OR <i>Valid certificate of authorized agent/dealer/distributor/stockist issued by the Manufacturer. (self authenticated and attested by Notary Public)</i></p> <p>ii. Any one of the following documents of the principal manufacturer <i>(self authenticated and attested by Public Notary)</i> :</p> <ul style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate c. DGS&D registration certificate d. SSI/DIC registration certificate e. Valid BIS license/certificate f. Valid DGMS approval g. Micro / Small Enterprises [MSE] Registration certificate issued by District Industries Centres 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

c	Indian selling agents/dealers/distributors authorized by Foreign manufacturer	<p>i. Authorization from their principal manufacturer (<i>self authenticated and attested by Notary Public</i>) OR <i>Valid certificate of authorized agent/dealer/distributor/stockist issued by the Manufacturer. (self authenticated and attested by Notary Public)</i></p> <p>ii. Any one of the following documents of the principal manufacturer (<i>self authenticated and attested by Public Notary</i>) : a. Manufacturing License/Certificate b. Valid ISO Certificate c. Any statutory document confirming the “Manufacturer” status of the Principal Manufacturer</p>
d	Experience of similar nature	<p>1) Copy of supply order(s) 2) Minimum two different firm's supply orders consisting not less than 33% (cumulative) of total tender value for the item/s quoted. (Total estimated cost)</p>

NOTE: The certificate in respect of Micro Small Enterprises Registration, NSIC Registration, SSI Registration, DGS&D Registration, ISO, BIS License and DGMS approval and *authorized agent/dealer/distributor/stockist* must be valid on the date of tender opening [i.e. Techno-Commercial Bid].

B. Other Eligibility Criteria: *All the following specified documents:*

Sl No.	Other Eligibility Criteria	Scanned copy of documents(Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Other Eligibility Criteria
1	VAT/Sales Tax Registration (Ref. Clause No.7(C) of NIT)	VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State/Union Territory (self authenticated and attested by Public Notary)
2	Permanent Account Number (Ref. Clause No.7(D) of NIT)	PAN Card issued by Income Tax department, Govt. of India (<i>self authenticated and attested by Public Notary</i>)
3	Digital Signature Certificate (DSC) (Ref. Clause No.9(a) of NIT)	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 , Annexure - C is required. (<i>self authenticated and attested by Public Notary</i>)
4	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-D	
5	Any other document to support the qualification information as submitted by the bidder on-line (<i>self authenticated and attested by Public Notary</i>)	

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

Item S1.No	Technical Specification Parameter	Scanned copy of documents(Self certified and attested by Notary public) to be uploaded by L1 bidder in support of
1	As per clause 8 of NIT	Not Required

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

- 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).
- 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

- 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 e-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 CMPDI 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 within a span of one year, this bidder will be debarred for one year from participating in tenders in CMPDI. 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 CMPDI.*

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.*

24. Ancillary policy and MSE Policy: The facilities / preferences for procurement of materials from the Ancillary units and Micro / Small Enterprises [MSE] shall be done as per the CMPDIL Procurement Policy for Ancillary as well as Micro / Small Enterprise [MSE]. The Detailed CMPDIL's Policy regarding Procurement from Micro / Small Enterprises and Ancillary units of CMPDIL as per [MSE] Order 2012 and Existing Ancillary Policy of CMPDIL is available at CMPDIL website: www.cmpdi.co.in

To avail the facilities/Preferences for Ancillary Unit and Micro / Small Enterprises [MSE] have to upload the required documents (Self authenticated and attested by Public Notary) as specified in clause No. 3 of the NIT to confirm their eligibility.

25. 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 dash-board 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 MCL 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.

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

27. 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-E), 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 Organisations /PSU, valid DGS&D/NSIC registered firm (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 CMPDI for a value less than Rupees One Lakh.

Provision for operating Bank Guarantee locally at Nagpur, Maharashtra shall also be stipulated in the above Bank Guarantee by the issuing outstation Bank. The complete Postal address, Telephone Number, FAX Number and email 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..

28. Performance Guarantee: In case of equipment / plant & machinery successful tenderer will have to submit performance Bank Guarantee for 10% value of the order valid for warranty/ guarantee period issued by any scheduled / nationalized bank of India, at the time of supply in the purchaser's prescribed format. The value of the Performance Bank Guarantee will be calculated as follows :

FOR INDIGENOUS ORDER : The value of the performance Bank Guarantee for indigenous orders will be arrived at by adding all the taxes and duties applicable such as Excise Duty, Sales Tax etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.

FOR IMPORT ORDERS : The value of the Performance Bank Guarantee for imported items will be arrived at by adding estimated amount of freight, insurance, port charges and Custom Duty etc. as applicable on the date of opening of the price bid to the FOB Price of the material on order.

The Performance Bank Guarantee shall be released after expiry of the validity period if no claim / dispute is pending.

29. Inspection Clause:

Final inspection of materials shall be carried out at the consignee's end by **Inspection committee** before acceptance of materials. The purchaser shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on Supplier's account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department.

30. Payment terms:

A. Indian Bidders (For Indigenous materials)

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.

B. Indian Bidders (For Imported materials)

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.

The supplier has to produce a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Custom Rates and refund, if any, shall be passed on to the buyer. This certificate is to be submitted along with supplies/bills.

The supplier has also to produce the following documents along with supplies/bills,

i) Copy of Invoice/Packing List of Manufacturer drawn in favour of Indian Authorized Dealers/Distributors/Selling Agents along with original.

ii) Copy of Bill of Entry together with the original.

iii) Copy of Bill of Lading drawn in favour of Indian Authorized Dealers/ Distributors/Selling Agents showing the manufacturer as Seller/Exporter/ Shipper/Consignor.

iv) Certificate of Country of Origin.

NOTE: The original documents will be returned after verification by the Consignee.

31. 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, CMPDI 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, CMPDI 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 CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

32. Price Fall Clause: The price charged for the stores/equipments 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 organisation 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 CMPDI 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.

33. 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 organisation during the period of contract”.

34. 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 CMPDI and also in any other Subsidiary Companies/ Coal India Limited.

35. 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.

36. 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.

37. 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.

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

39. 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.

40. 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.

41. 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 Deptt. 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.

42. Integrity Pact: (Not applicable for this tender. Applicable for tendered value over Rs.50 Lakhs):

43. 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 or 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.

44. 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 CMPDI issued from time to time.

-Sd-
HOD (S&P)
CMPDI, RI – IV, NAGPUR

GENERAL TERMS & CONDITIONS

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 tenders, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
 - (ii) The term "Supplier" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
 - (iii) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
 - (iv) The "Chairman" means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
 - (v) The term "Drawing" shall mean the drawing the plans specified in or annexed the schedule of specifications.
 - (vi) The term "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
 - (vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
 - (viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 - (ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.
 - (x) The term "Particulars" shall mean the following :
 - (a) Specifications.
 - (b) Drawing.
 - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturers.
 - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
 - (xi) "Stores" means the goods specified in the supply order or schedule which the contract has agreed to supply under contract.
 - (xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - (xiii) The term "Site" shall mean the place or places named in the "Supply Order" 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 :

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

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

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

5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sales of Goods Act, 1930 or the Indian Contract Act, 1872 or the Central 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.

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

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

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

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

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

The prices should be included of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated.

In the case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.

- (iii) The price must be stated separately for each item on unit basis.
- (iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- (v) The prices quoted must be firm and the offers made must remain open for at least six months from the date of submitting quotations unless otherwise specified.
- (vi) Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
- (vii) The tenderers must clearly specify their recommended spare parts that will be supplied alongwith the main unit and item wise prices of the spare parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.
- (viii) Printed terms and conditions of the tendering firm shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.
- (ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
- (x) Insurance arrangement will be made as per instruction being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.

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

(ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.

(iii) All samples must be clearly labeled with the tender's name, this offer enquiry number and the last date of opening of tender.

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

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

10. (a) **Consequence of Breach :** Should the supplier or a partner in the supplier firm commit breach of either of the conditions (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. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

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

(a) where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certified or release order issued by or on behalf of or under authority or by any officer empowered in that behalf bylaw, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,

(i) Shall hold such material as trustee of Coal India Limited and/or its subsidiary companies.

(ii) Shall use such material economically and solely for the purpose of the contract.

(iii) Shall not dispose of the same without previous permission in writing of the purchaser ; and

(iv) Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

(b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its subsidiary companies whose decision shall be final.

(c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profit 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 Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.

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

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its subsidiary Companies. 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 defect portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its Subsidiary Companies.

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

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

15. 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 or Supply Order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. **Earliest Money/Security Money :**

- (a) The value of Earliest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs. 10,00,000/- whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender with the approval of the Regional Director, CMPDI, RI-IV, Nagpur. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.
- (b) In case the firm fails to deposit the Security Money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Money shall be forfeited.
- (c) **For procurement value less than Rs. 1,00,000/- no Earliest Money/Security Deposit will be required.**
- (d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of Earliest Money Deposit/Security Deposit, they may be considered for exemption from submission of EMD/SD.

17. **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 and deviation is authorized and specified in the contract or Supply Order or any amendment thereof.

- (a) **Facilities for Test and Examination :** The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's works 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 any pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in the consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out 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 delivery the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test** : In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supply for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.
- (e) **Method of Testing** : The Inspector shall have the right to put all the stores or materials forming part of 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 the test will be to supplier's account.
- (g) **Inspector Final Authority to Certify Performance** : The Inspector shall have the power :
 - (i) before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture,
 - (ii) to reject any stores submitted as not being in accordance with the particulars,
 - (iii) to reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory, and
 - (iv) to mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (h) **Consequence of Rejection** : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be liberty to :
 - (i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account; or
 - (ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of similar description (when stores exactly complying with particulars option of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further instalment due under the contract; or
 - (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provision of clause 20 shall apply as far as applicable.
- (i) **Inspector's Decision as to Rejection Final** : The Inspectors' decision as regards the rejection shall be final and binding on the supplier.
- (j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse the purchaser the freight paid by the purchaser.

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

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

(m) **Removal of Rejection :**

- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mention 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 of 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.

18. **Packing and Transport**

- (a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expenses of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by 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 easily. 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 work like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
- (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance.

19. **Delivery :** The time for and the date of delivery of the stores stipulated in the "Purchase Order" shall be deemed to be the essence of the contract and delivery of the store must be completed by the date specified.

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

- (a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- (b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply in respect of the consignment not yet due for supply; or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier; and also
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred in clause (a) above.
- (e) To forfeit the Security Deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its Subsidiary Companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand in remaining balance. The supplier shall not be entitled any gain on any such purchase.

21. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited and its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

22. The supplier shall allow reasonable facilities and free access to his works and records to 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 (15) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd. and/or its subsidiary companies do 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.

24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the suppliers for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

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

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

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

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

28. **Laws Governing the Contract**

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

29. **Corrupt Practices**

- (a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or 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 behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause 20.
- (b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

30. **Insolvency and Breach of Contract**

- (a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say :

If the supplier being an individual or if a firm any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or enter into any agreements or composition with his creditors or suspend payment if the firm be dissolved under Partnership Act.

- (b) If the supplier being a company is would up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed 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 circumstance be entitled to any gain or repurchase.

31. **Terms of Payment**

- (a) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively. Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.
- (b) Payment against the supply orders placed either by the subsidiary company or by Coal India Limited shall be arranged by the subsidiary companies, if not specified otherwise. Wherever order is placed by Coal India Limited or any foreign supplier involving requirement more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.
- (c) Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission, if any, payable, shall have to be mentioned in the supply order itself.
- (d) Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.

32. **Progress Reports**

- (a) The supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required.
- (b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

Format of Letter of Bid

LETTER HEAD OF BIDDER

To
The Regional Director,
CMPDI, RI – IV,
Nagpur – 440014

Sub: Letter of Bid for **Supply of Air conditioner**

Ref: 1. NIT No: CMPDI/RIN/S&P/AC/15

Dated: 22.01.2016

2. Tender ID No:

Dear Sirs,

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 CMPDI.

(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
Authorised person of Bidder OR
DSC Holder bidding online with authorization from bidder)**

1. Name of Authorised Signatory:
2. Type of Authorisation:
3. Name of the Bidder:
4. Address :
5. e – Mail address:
6. Mobile number:
7. FAX Number;
8. Telephone Number:
9. Place:
10. Date:

ANNEXURE – C

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

I / We do hereby authorize M/s Mr. Address.....

For online bidding on behalf of me / us for the e-tenders invited by Central Mine Planning and Design Institute Limited, Ranchi on <http://mcltenders.gov.in>.

Signature seal of the DSC holder
Authorised for online bidding on
behalf of the bidder.

Signature seal of the Bidder Authorising the
DSC holder for online bidding

Signature and Seal of the NOTARY

ANNEXURE-D

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder
(for genuineness of the information furnished on-line and authenticity of the documents
produced before Tender Committee for verification in support of his eligibility)

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

AFFIDAVIT

I/We, -----, authorized representative of M/s.
..... solemnly declare that :

1. I/We am/are submitting Tender for supply of ----- against NIT No.----
----- dated -----, vide Tender ID -----
2. All information furnished by me/us on-line in respect of fulfillment 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. * 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 -----

5. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information furnished online by me / us towards eligibility is found to be fake / incorrect at any time , CMPDIL. may cancel my Tender and penal action as deemed fit may be taken against me / us , including termination of the contract , forfeiture of Earnest Money and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year .

* Strike out which ever is not applicable

Signature of the Tendered
Dated.....

Signature & Seal of Notary

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE 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 CMPDIL (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 Nagpur Branch, Maharashtra [Branch Code: _____]

The Postal Address, Telephone no., Fax No. and e-Mail address of both the outstation Bank issuing the BG and Nagpur 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 Nagpur, Maharashtra:
6. Telephone No. of the Operating Bank at Nagpur, Maharashtra:
7. Fax No. of the Operating Bank at Nagpur, Maharashtra:
8. e-Mail of the Operating Bank at Nagpur, Maharashtra:

Dated _____ day of _____ for _____

Bank Limited

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

ANNEXURE-F**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT**

To,
The Regional Director,
CMPDI, RI – IV,
Nagpur – 440014

Dear Sir,
Sub: Authorisation for release of payment due from CMPDI, RI-IV, Nagpur through
Electronic Fund Transfer/Internet Banking (SBI-NET).

Ref.: Order No. _____ Date _____ and/or Tender/Enquiry/ Letter
No. _____ Date _____.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1. Name of the Party _____

2. Address of the Party _____

City _____ PIN CODE _____
E-Mail ID _____
Permanent Account Number _____

3. Particulars of Bank.

Bank Name		Branch Name							
Branch Place		Branch City							
PIN Code		Branch Code							
MICR No.									
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)									
RTGS CODE									
Account type	Saving	Current	Cash Credit						
Account Number (as appearing in the Cheque Book)									

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold CMPDIL responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:
Date :

Signature of the party/Authorised Signatory

Certified that particulars furnished above are correct as per our records
Banker's Stamp

Date

(Signature of Authorised official from the Banks)