



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुबंधी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
शेत्रिय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपूर-४४००१४

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-IV, Kasturba Nagar, Jaripatka, Nagpur-440014

Phone : 0712-2708287,  
2708291, 2708296, 2708299

क्षेत्रीय निदेशक का कार्यालय  
OFFICE OF THE REGIONAL DIRECTOR

Fax : 0712-2643231  
E-mail : ri4snp@cmpdi.co.in

CIN NO.:U14292JH1975GOI001223

**TENDER DOCUMENT**  
**(Only through Electronic tender)**

I	<p>Tenders are invited on-line from Manufacturers / Authorised Agents / Stockists only <i>for the supply &amp; installation of Air Conditioners at CMPDI, RI-IV, NAGPUR 440014</i> as per the SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION, etc. (ANNEXURE – I), GENERAL TERMS AND CONDITIONS (ANNEXURE-II) and terms &amp; conditions given below.</p> <p>a. Where the offer is submitted by a Manufacturer, scanned copy of documentary evidence of being the same should be uploaded along with the e-bid.</p> <p>b. Where offer is submitted by an Authorised Agent / Stockist, scanned copy of documentary evidence of being the same, viz. valid Authorisation certificate issued by the Principal, should be uploaded along with the e-bid. The Authorisation letter should have the following details:-</p> <ol style="list-style-type: none"> <li>1. Name and Designation of the Authority issuing the Certificate;</li> <li>2. FAX No. / Contact No. and e-mail id of the Authority;</li> <li>3. Date of issue of the Certificate and Validity of the Authorisation;</li> <li>4. Specific Reference of the Tender for which the Authorisation has been issued.</li> </ol>																	
II	<p><b>DETAILS OF TENDER :</b></p> <p><b>a TENDER NO: CMPDI/RIN/S&amp;P/AC/15</b></p> <p><b>b MODE OF TENDERING</b></p> <p>ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal :<a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a></p> <p><b>c TYPE OF TENDER</b></p> <p><b>TWO BID</b></p> <p><b>d ESTIMATED VALUE OF TENDER</b></p> <p>₹ 400000 (approx.)</p> <p><b>e TENDER FEE</b></p> <p>Not applicable</p> <p><b>f EARNEST MONEY DEPOSIT : (TO BE SUBMITTED ON-LINE)</b></p> <p>In case the Bidder does not quote for all the items, the EMD can be submitted for the quoted items only @ 2% of estimated value.</p> <p>(Note: If a bidder bids for a single item/items whose total estimated cost is less than ₹ 100000/-, no EMD will be required, otherwise it will be payable @2% of the total estimated cost of item/items)</p> <p>[EMD shall be accepted in Rupees ₹) through ON-LINE mode.]</p> <p><b>g INTEGRITY PACT</b></p> <p>NOT APPLICABLE</p>																	
III	<p><b>TIME SCHEDULE OF TENDER:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 60%;">Particulars</th> <th style="width: 15%;">Date</th> <th style="width: 15%;">Time</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Bid Submission Start Date</td> <td colspan="2" rowspan="5" style="text-align: center;">As available on the website: <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a></td> </tr> <tr> <td>b.</td> <td>Bid Submission End Date</td> </tr> <tr> <td>c.</td> <td>Start date of seeking Clarification on-line</td> </tr> <tr> <td>d.</td> <td>Last date of seeking Clarification on-line</td> </tr> <tr> <td>e.</td> <td>Due date of opening of Bid.</td> </tr> </tbody> </table>		Sl. No.	Particulars	Date	Time	a.	Bid Submission Start Date	As available on the website: <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a>		b.	Bid Submission End Date	c.	Start date of seeking Clarification on-line	d.	Last date of seeking Clarification on-line	e.	Due date of opening of Bid.
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	<p><b>NOTE:</b></p> <p>(i) If the due date of opening falls on a holiday, the Tender will be opened on the next working day.</p> <p>(ii) <b>In case minimum 03 (three) Bids are not received within originally stipulated time, the tender submission date will be extended initially for 02 (two) days and if still less than 03 bids are received, the tender submission date will be extended by another 05 (five) days automatically by the system.</b></p> <p>(iii) If a bidder wants to quote only for some of the items in a tender, he should click the radio button of 'YES' against the question '<b>Are you exempted from EMD payment</b>' under EMD payment while submitting his bid and should enter the total amount of EMD corresponding to the items for which <u>the bidder does not want to quote</u>. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items <u>which he is quoting/ bidding</u> for in the space provided against '<b>Upload EMD exemption document</b>' which should be digitally signed before moving to <b>Next Page</b>.</p> <p>(iv) Tenderers are requested to visit the websites from time to time, up to the due date of opening, to ensure that they have not missed out on any corrigendum uploaded subsequently in respect of the tender under reference. However, System generated e-mail/SMS will be sent automatically to such vendors who have saved that particular tender as 'Favourite' tender. The sole responsibility of downloading the corrigendum, if any, will be that of the tenderer, since no separate intimation in respect of the corrigendum will be issued individually to the tenderers.</p> <p>(v) There will be no physical / manual sale of the Tender Document.</p> <p>(vi) There is no tender fee and the bidders can download the Tender Document free of cost.</p> <p>(vii) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.</p>
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<b>IV</b>	<p><b>INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS :</b></p> <p><b>Requirements for Vendors</b></p> <ul style="list-style-type: none"> <li>· P.C. connected with internet.</li> <li>· Registration with Service provider portal <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a></li> <li>· The vendor should possess a Class II/III Digital Signature Certificate (Mandatory).</li> <li>· (Bids will not be recorded without Digital Signature Certificate.)</li> <li>· If any clarification is required, the Bidders are requested to contact M/s. NIC. at the following contact Numbers, before the schedule time for submission of the bid:- NIC Toll Free Telephone Number : 1800-3070-2232 ; 91 7878007972 ; 91 7878007973 Help desk No. at CMPDI, NAGPUR: 0712- 2655940</li> </ul> <p><b>Contact person for this Tender: Mr. D. P. Mishra, Chief Manager (E&amp;M)</b>  <b>e-mail – dpm04@rediffmail.com</b>  <b>Contact No.: 9421995357;</b></p> <p><b>Registration / Enrolment of Bidder on the above e-procurement Portal:-</b></p> <p>In order to submit the bid, the Bidders have to get themselves registered online on the e-procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) of Govt. of India, which can be traced up to 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 the Bidder, whereas DSC holder may be either the Bidder himself or his duly authorized person.</p> <p>For registration, Submission procedure and method of correspondence, etc., Bidders are requested to visit our website: <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>.</p> <p><b>To obtain the Class II / III digital signature certificate or further details Bidders are requested to visit our website: <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>.</b></p> <p><b>Note:</b> <i>If the DSC holder is bidding on-line on behalf of the Bidder, the Power of Attorney or Authorization (self-authenticated and attested by Public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in Annexure A. If the Bidder himself is the DSC holder, bidding online, then Power of Attorney or Authorization is not required.</i></p> <p><b>Help for participating in e-tender:</b></p> <p>The detailed method for participating in the e-procurement process is available on the website: "<a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>". The Bidders have to Log on to the official website: <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> and then to click on the specified links to start participating in the e-procurement process. Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.</p> <p>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-Procurement website. Under any circumstances, CMPDIL shall not be liable to the Bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.</p>
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V	<p><b>METHODOLOGY OF SUBMISSION OF BID AND ITS EVALUATION:</b></p> <p><b>A.</b> The bid will be submitted electronically online on the e-procurement portal (<a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>) with valid Digital Signature Certificate (DSC).</p> <p><b>B.</b> The Bidders have to accept unconditionally the on-line <b>User Portal Agreement</b> which contains the acceptance of all the Terms and Conditions of NIT, including Commercial and General Terms &amp; Conditions and other terms, if any, 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 allowed / accepted.</p> <p><b>C. General Technical Evaluation:</b> The bidder has to fulfil/comply to all the terms of 'General Technical Evaluation' (GTE).</p> <p><b>D. Letter of Bid:</b> The format of Letter of Bid (as given in the NIT at <b>Annexure-A</b>) will be downloaded by the Bidder and <b>will be printed on Bidder's letter head</b> and the scanned copy of the same will be uploaded during bid submission in Cover-I. 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 as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by the Bidder, as compared to the format of Letter of Bid uploaded by the Department with the NIT documents, then the bid will be rejected. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of the person signing the Letter of Bid, as it contains the digital signature of the DSC holder.</p> <p><b>E. Confirmatory Documents:</b> The Bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in the Tender Document (POINT VI 'J'), in Part-I / Cover-I while submitting his bid. The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.</p> <p><b>F. Technical Parameter Sheet:</b> The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item <b>along with "commercial parameters"</b> will be available for download in Excel format. This will be downloaded by the Bidder and he will furnish all the required information on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission. Non-compliance of any of the parameter of specification for any of the item will disqualify the Bidder for that item. Non-compliance of <b>any of the commercial parameters</b> will disqualify the Bidder for all the items. The Technical <b>cum Commercial</b> Parameter Sheet, which is incomplete and not submitted as per instruction given above, may lead to rejection of one or all the items automatically by the system.</p> <p><b>G. Commercial Sheet:</b> The Commercial Bid / Sheet will be available along with TPS for download in Excel Format. This will be downloaded by the Bidder and all the required information will be furnished on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission in Part-I / Cover-I while submitting his bid. Non-compliance of any of the parameters for any of the item will disqualify the Bidder.</p> <p><b>H. Price Bid / BOQ:</b> The Price Bid containing the Bill of Quantity (BOQ), which is in Excel Format, will be uploaded during tender creation. The same BOQ in Excel File will be downloaded by the Bidder and the rates, taxes &amp; duties, etc., for the offered items will be quoted, if any, along with the price. Thereafter, the Bidder must upload the same Excel file during bid submission in Cover-II. The Bidders are required to fill all required data and Price Elements as indicated in the said Sheet. This is mandatory and if not complied with, the bid is liable for rejection.</p> <p><b>ADDITIONAL INFORMATION REGARDING BOQ/ PRICE BID:</b></p> <ol style="list-style-type: none"> <li>a. If the Price-bid is on <b>MODULE BASIS</b>, the Bidders should quote for all tendered items, <b>and the L-1 will be decided on MODULE BASIS</b>.</li> <li>b. The Price bid of the Bidders will have no condition.</li> <li>c. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.</li> <li>d. In case of Taxes and Duties, like excise duty, entry tax, CVD/SAD, VAT etc., the calculated amount is to be entered in the fields, in absolute value only, after calculation. The applicable rate of these elements in terms of percentage is to be declared in <b>the 'Commercial Bid', Annexure-VI</b>. The calculation shall remain protected and the Bidders cannot enter any data in the column.</li> <li>e. In case the tendered item is eligible for CENVAT CREDIT and Input Tax Rebate, then the L-1 status shall be decided by deducting the minimum CENVAT Amount component from the Total Rate i.e. Rate inclusive of all Taxes / Duties.</li> <li>f. In case CVD (Countervailing Duty), Cess and Special Additional Duty (SAD) is to be paid by the Indian selling agent / dealers / distributors, authorised by foreign manufactures, Bidders need to declare Minimum 'Cenvatable Amount' in absolute value after calculating legally applicable rates in the Price Bid / BOQ.</li> <li>g. The Excise Duty in BOQ sheet should be mentioned in absolute value after calculating legally applicable rate</li> </ol>
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of Excise Duty. If the Bidder is eligible for Exemption of Excise or lower than the normal Excise rate is applicable in their case, then the Bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents.

- h. If the Bidder does not fill the individual Minimum Cenvatable percentage rate in the ‘Minimum Cenvatable Amount’ field in BOQ sheet, if applicable as above, then the offset of Cenvatable amount will not be considered for deciding L1.
- i. In case of successful Bidder(s), if at the time of supply it is found that Cenvatable Invoicee (Credit available to CMPDIL on this account) is less than the ‘Minimum Cenvatable Amount’ declared in the BOQ / Price Bid, the differential amount between the two shall be deducted from the Bill of the Supplier, while making payment to them.

Note:—The Bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation purpose, document in support of Proof of EMD payment/exemption of EMD (if applicable) and Technical Parameter Sheet (TPS) in excel format for technical evaluation etc.

#### **I. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of the bid and CMPDIL will in no case be responsible and liable for those costs.

**J. 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 the tender. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification by Bidders / the last date of giving clarification on-line will be as per the TIME SCHEDULE OF TENDER as available on the website: <https://coalindiatenders.gov.in>. No other mode of seeking clarification shall be entertained.

#### **K. Modification / Withdrawal of Bid :**

Modification of the submitted bid shall be allowed online 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 submission. Modification/ withdrawal of the bid is **not permitted** after bid opening.

#### **L. Opening of Bid:**

Tender (Cover-I and Cover-II) will be decrypted and opened online by the “bid Openers” with their Digital Signature Certificates on the prescheduled date and time of Tender Opening.

#### **M. Evaluation of Bid:**

- i) After opening of the tender on the scheduled date and time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS containing other Commercial parameters.
- ii) Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible Bidders get decrypted and a comparative statement of prices will be generated by the system.
- iii) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.
- iv) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 7 x 24 hours duration shall be given.

#### **N.B.: Shortfall Documents:**

*CMPDIL may ask for shortfall documents during the evaluation of the bids. These documents shall not be related to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, will not be considered by CMPDIL.*

*These documents may be uploaded within the specified time period of 07 (seven) days’. The above documents will be specified on-line under the link ‘Uploaded Shortfall Document’, by the evaluator, indicating the start date and end date, giving 07 (seven) days’ time for online submission by Bidder. The Bidders will get this information on their personalised dashboard under “Upload Shortfall Document / Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidders responsibility to check the updated status / information on their personalised dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. In case it is found that certain documents are still required to be submitted as per the NIT, a second opportunity for uploading such short-fall documents will be available to the L-1 bidder and he will have to upload the documents within seven days (7x 24)*

*from the start date indicated on the system. The Bidder will upload / re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.*

v) If the techno-commercial acceptability of L-1 Bidder is established upon verification of the uploaded documents and short-fall documents if any, the case will be considered by the Tender Committee (TC) for further decision. If the L-1 Bidder is found to be a defaulter upon verification, the documents of the next lowest Bidder shall be downloaded for evaluation and short fall documents will be obtained, if required, from the L-2 Bidder. This process will continue sequentially till techno-commercially acceptable L-1 is established.

vi) Following penalties shall be imposed on the defaulting Bidders:

Sl. No.	Situation	Penal Provisions
(i)	<b>L-1 Bidder is a defaulter for part of items for which he is L-1</b>	<b>50% of EMD amount or ₹ 1.00 Lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.</b>
(ii)	<b>L-1 Bidder is a defaulter for all items for which he is L-1</b>	<b>100% of EMD amount or ₹ 1.00 Lakh or whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.</b>
(iii)	<b>L-1 Bidder happens to be defaulter in 2 tenders issued by the same procurement entity within a span of 1 year.</b>	<b>100% of EMD amount of 2<sup>nd</sup> tender is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.</b>

**Note:** (i) The submission of forged documents, if any, by the Bidders, shall be dealt as per extant guidelines of the Purchase Manual.

The evaluation criteria for determining the L-1 Price for different types of tenders, would be as under:

- **LCB (Local Competitive Bidding)** – The F.O.R. Destination price will include all the components of Taxes and Levies applicable, Freight, Insurance etc. **as per the factors given at Clause Nos. 3 in the NIT.**
- **ICB (International Competitive Bidding)** – Only Foreign Bidder; The Price will be the CIF Landed price, which will include all the components like FOB charges, ocean/air freight, insurance, landing charges, customs duty etc. **as per the factors given at Clause Nos. 3 in the NIT.**
- **Mixed Bidders: For Domestic Bidder:** “FOR Destination price (including Excise Duty, Sales Tax freight and transit insurance charges)”.

*For Foreign Bidder* “Landed price (i.e. quoted FOB price plus other loadings as per provisions of NIT to arrive at FOR Destination price) **as per the factors given at Clause Nos. 3 in the NIT.** If there is no acceptable foreign bidder, then the evaluation of the domestic bidders will be made on FOR destination basis.

#### N. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). 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 Short-fall documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL / CIL 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.

In cases where the number of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system.

#### O. Placement of Order:

	<p>After establishment of techno-commercially L-1 bidder, the copy of the Purchase Order will be uploaded on the portal and the original copy will be sent to the Bidder(s) through registered / speed post.</p> <p>On receipt of supply order, the successful tenderer shall submit receipt and acceptance of the supply order within 15 days from the date of receipt of the order.</p>												
<b>VI</b>	<b>Important Information:</b>												
A	<p>Bidders are advised to <b>download the Tender Details, the complete Tender Document, including the Annexures and files available for downloads</b>. Bidders are also advised to go through this e-tender document carefully and submit their quotation on-line in the Technical, Commercial and Price Bid format given on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>. The files (.xls format) downloaded should be carefully filled in and again uploaded on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>. Due care should be taken to check all the entries in each of the sheets before uploading and authorising (submitting).</p>												
B	Tender cannot be accessed on-line after the <b>DUE DATE and TIME of submission</b> , as available under TENDER DETAIL of this tender on the website: <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> .												
C	Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order.												
D	<p>Under normal circumstances, no deviations to the terms &amp; conditions are allowed.</p> <p>Wherever counter terms and conditions are offered by the Bidder, the purchase shall not be governed by the offered terms unless specific acceptance of the same has been given in writing in the order by the purchaser. Any willful attempt by the Bidders to camouflage the deviations by mentioning the same in the covering letter or in any other document, other than the prescribed schedules, may render the bid non responsive.</p>												
E	CMPDI reserves the right to cancel the enquiry, in part or whole, or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.												
F	CMPDI reserves the right to vary the quantity of the tendered item(s). However, increase/decrease in the tendered quantity will be limited to a maximum of 20%.												
G	<p>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.</p> <p><b>If there is a difference in the system generated calculation vis-à-vis the manual calculations, based on the evaluation method mentioned in the NIT Clause 3.2.2, the manual calculation shall prevail.</b></p>												
H	<b>ON-LINE CONFIRMATION OF BIDS WILL BE FINAL:</b> Acceptance/confirmation of NIT terms in ON Line Bid will only be treated as final. No other terms and conditions offered by the Bidder in any other form will be considered.												
I	<p><b>SCANNED COPY OF DOCUMENT TO BE UPLOADED ALONG WITH THE BID.</b></p> <p>The Bidders must submit scanned copies of the following documents, <b>along with Part-I of the bid (Techno-commercial bid)</b>, in .pdf file (preferably in one file) <b>attested by notary public</b>.</p> <p><b>NOTE:</b> In cases where certificates are not applicable Self declaration through an affidavit shall be submitted.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Description</th> <th>Reference of the Tender Document</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Letter of Bid on the Letter Head of the Bidder, as per the enclosed format.</td> <td><b>Clause V (D) and Annexure-A</b></td> </tr> <tr> <td>(ii)</td> <td> <p>Details of EMD submitted OR valid exemption certificates summarized hereunder:</p> <p>(a) In case of Central/ State Government Organization/ PSU; undertaking from competent authority for claiming exemption towards EMD.</p> <p style="text-align: center;">-OR-</p> <p>(b) Copy of complete set of valid NSIC registration certificate clearly highlighting the items for which they are registered.</p> <p style="text-align: center;">-OR-</p> <p>(c) Copy of complete set of DGS&amp;D registration certificate.</p> <p style="text-align: center;">-OR-</p> <p>(d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority.</p> </td> <td><b>Clause No. II (f) ; Clause No. 16 &amp; / or Clause No. 21</b></td> </tr> <tr> <td>(iii)</td> <td>List of the items quoted for and details of EMD thereof on the Letter Head of the Bidder.</td> <td><b>Clause No. II (f)</b></td> </tr> </tbody> </table>	Sl. No.	Description	Reference of the Tender Document	(i)	Letter of Bid on the Letter Head of the Bidder, as per the enclosed format.	<b>Clause V (D) and Annexure-A</b>	(ii)	<p>Details of EMD submitted OR valid exemption certificates summarized hereunder:</p> <p>(a) In case of Central/ State Government Organization/ PSU; undertaking from competent authority for claiming exemption towards EMD.</p> <p style="text-align: center;">-OR-</p> <p>(b) Copy of complete set of valid NSIC registration certificate clearly highlighting the items for which they are registered.</p> <p style="text-align: center;">-OR-</p> <p>(c) Copy of complete set of DGS&amp;D registration certificate.</p> <p style="text-align: center;">-OR-</p> <p>(d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority.</p>	<b>Clause No. II (f) ; Clause No. 16 &amp; / or Clause No. 21</b>	(iii)	List of the items quoted for and details of EMD thereof on the Letter Head of the Bidder.	<b>Clause No. II (f)</b>
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	(iv)	Proof of being a Manufacturer. If offer is submitted by Authorised Agent / Stockist, documentary evidence of being the same as stipulated in I(b)	<b>Point I (a) (b)</b>
	(v)	Copy of valid exemption certificate towards Sales Tax, If applicable.	
	(vi)	Copy of valid exemption certificate towards Excise Duty, If applicable.	<b>Clause No. VII (2) (b) (I)</b>
	(vii)	Copies of supply orders in support of eligibility.	<b>Clause No. VII (20)</b>
	(viii)	Undertaking on the Letter Head of the Bidder that the said supply order has been successfully executed, as per the enclosed format.	<b>Annexure-B</b>
	(ix)	Certificate for Indigenous content, if applicable, duly self-attested.	<b>Clause No. VII (26)</b>
	(x)	Valid Sales Tax registration with Sales Tax Department indicating TIN number.	<b>Clause No. VII (34)</b>
	(xi)	<u>Copy of Bank Challan used for depositing EMD payment.</u>	
	(xii)	<u>Copy of self-declaration about banning delisting.</u>	
	(xiii)	Any other document required to be submitted by the Bidder as per the Tender.	

**N.B.:**

(a) CMPDIL reserves the right to verify any of the documents uploaded by the Bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be made 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 i.e. within 7 days.

J	(a) The bid can be submitted by the Indian Agent on behalf of the Principal / OEM or by the Principal / OEM itself, but both cannot bid simultaneously for the same item / product in the same tender;  (b) If an Agent submits a bid on behalf of the Principal / OEM, the same Agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product;		
VII	<b>COMMERCIAL TERMS AND CONDITIONS:</b> Bidders are requested to go through the following terms and conditions carefully before submitting the On-line Bid. <i>The Clauses which are not applicable in this Tender have been struck off. It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below :</i>		
1.	<p><b>INTEGRITY PACT (If applicable) : <u>NOT APPLICABLE</u></b></p> <p>Central Mine Planning &amp; Design Institute Limited (CMPDI) has entered into an m.o.u. with M/s. Transparency International India for implementation of Integrity Pact for <u>tenders valuing ₹ 1.00 crore and above</u>. The <u>Integrity Pact</u> document to be signed and uploaded by the Bidders is enclosed [<u>Annexure-V</u>]. This Integrity Pact is deemed to have been signed by CMPDI Authorities and a copy may be downloaded by the Bidders for their record. Submission of Integrity Pact document duly signed, stamped and accepted is mandatory for this tender. Therefore, the Bidders are advised to submit the Integrity Pact document duly signed, stamped and accepted, mentioning the TENDER NO. AND DATE.</p> <p><b>In case this is not submitted along with the tender, the tender may be considered as unresponsive and may not be considered further for evaluation.</b></p> <p>Name and address of Independent External Monitors is as under :</p> <table> <tr> <td>1 Prof (Dr.) L. C. Singhi, IAS (Retd.) L-31 Third Floor, KAILASH COLONY, NEW DELHI – 110 048.</td> <td>2 Dr. S. M. Jharwal, IES (Retd.), Flat No. 69, IES Apartment, Plot No. 9, Sector 4, Dwarka, New Delhi – 110 075.</td> </tr> </table>	1 Prof (Dr.) L. C. Singhi, IAS (Retd.) L-31 Third Floor, KAILASH COLONY, NEW DELHI – 110 048.	2 Dr. S. M. Jharwal, IES (Retd.), Flat No. 69, IES Apartment, Plot No. 9, Sector 4, Dwarka, New Delhi – 110 075.
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2.	<p><b>PRICE :</b> Price Bid shall be submitted through Enterprise Procurement System (EPS) through internet.</p> <p>a. (i) For the bidders from India, price quoted should be on FOR DESTINATION basis, for delivery up to Consignee / Consignee end (Clause -25). The prices should be quoted in the specified format available on-line. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.</p> <p>(ii) Overseas Bidders shall quote the prices on FOB port of shipment basis in any freely convertible currency indicating the Country of Origin, Bank Details, etc. Such Bidders have the choice to submit their offer in any of the following currencies: (a) US Dollar (US\$); (b) Euro (€); (c) GBP (£) (d) Japanese Yen (¥) and (e) Australian Dollar. This is mandatory and if not complied with, the bid is liable for rejection.</p> <p>The details in PART- I (COMMERCIAL BID / SHEET) must indicate the name &amp; address of their agents in India. It should also confirm that the commission payable, if any, to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in (COMMERCIAL BID / SHEET).</p>		

	<p><b>NOTE:</b></p> <p>(a) In case of Equipment with imported content, where the requirement is for both “Replacement” and “Additional”, the tenderer will be required to quote separate prices taking into consideration “NORMAL CUSTOMS DUTY” and “PROJECT CONCESSIONAL DUTY”. In case only one price is quoted by a bidder, it shall be presumed that the quoted price is same for both types of requirement.</p> <p>(b) Any additional levy or increase in the rates of taxes, duties, Octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</p>
b.	<p><b>TAXES AND DUTIES :</b></p> <p><b>I)</b> <b>Excise Duty</b>, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.</p> <p>The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid and the value in the price bid. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the Excise Duty, the same must also be confirmed with valid documentary evidence.</p> <p>In case the rate of Excise Duty varies with the turnover of the Company and the offered price is exclusive of Excise Duty, then the maximum rate currently leviable will be loaded on the quoted price in case the firm fails to specify the exact rate applicable for supplies against the instant tender.</p> <p>Wherever, the Bidder claims exemption from payment of ED and/ or ED is not applicable, the payment on account of ED at a later stage (if any) will be borne by the Bidder.</p> <p><b>II)</b> <b>CENVAT CREDIT:</b> <del>CMPDI avails CENVAT Credit for the Goods/Services for which the same is available. Tenderers are, therefore, advised to quote Excise Duty &amp; Service Tax applicable on the quoted items separately. The bidder shall confirm that in the event of an order, following shall be submitted by them along with each supply for availing the benefit of CENVAT credit :</del></p> <p>a) Central Excise Registration Number of the consignor incorporated in the Tax Invoice raised by the supplier.</p> <p>b) The invoice of the supplier shall be marked as “DUPLICATE FOR Transporter” for availing CENVAT Credit.</p> <p><b>III)</b> <del>Cenvat credit on Excise Duty and Service Taxes, if applicable, as per provisions of Excise rules shall be considered for set-off, while arriving at landed cost vis-à-vis ranking of the firms. However, the set-off would not be applicable in case of concessional Excise Duty (i.e. @ 1% advalorem).</del></p> <p><b>IV)</b> <del>Cenvat credit can be availed in case of imported consignment (directly or through dealers) where Countervailing Duty (CVD) &amp; Special Additional Duty (SAD) are paid. Set-off of CVD &amp; SAD element shall be considered while arriving at landed cost vis-à-vis ranking of the firms. In case of imports, credit of CVD and SAD shall be availed on the strength of Bill of Entry filed in the name of CMPDI. In case Goods are imported by a vendor in whose name Bill of Entry is filed, Vendor has to issue Dealer's Excise Invoice in favour of CMPDI to pass on credit. Where in case dealer is claiming refund of SAD, he will not mention SAD amount on Excise Invoice and accordingly set-off of SAD will not be considered on SAD while arriving at landed cost vis-à-vis ranking of the firms. Bidders have to clearly indicate the elements against which CENVAT credit will be passed on to CMPDI without any ambiguity. CVD, SAD amounts have to be clearly indicated separately in price bid to avail benefit of CENVAT credit.</del></p> <p><b>V) SALES TAX/VAT:</b> The legally applicable rate of Sales Tax/VAT should be clearly mentioned. Set-off being extended to CMPDI as per provisions of VAT shall be considered while arriving at landed cost vis-à-vis ranking of the firms.</p>
c.	<p>In case the supplier has to arrange importation and pay Customs Duty, Clearance Charges, etc., the rates quoted should be on FOR Destination basis and safe arrival of the consignment from Country of Origin to Destination will be the responsibility of the supplier. In such a case Sales Tax and Statutory Local Levies (if any) will be payable extra as applicable. The applicable rate of Sales Tax/VAT should be clearly mentioned.</p> <p>No Excise Duty will be payable. The Bidder shall submit a certificate issued by the Auditor certifying that Customs Duty has been paid as per the prevailing Customs Rates and refund, if any, shall be passed on to CMPDI.</p> <p>The supplier shall be entirely responsible for all Taxes, Stamp Duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.</p> <p>The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in</p>

	<p>case of imports.</p> <p>Any additional levy or increase in the rates of Taxes, Octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</p> <p>The prices should be quoted in the format provided on line.</p>						
d.	<p>In the event of order being placed against offers received as per Clause 2.a (ii) &amp; 2(c) above, the following shall be applicable :-</p> <p>The supply is to be arranged after specifically importing the ordered items and in matching sets only as specified in Annexure-I. Individual items have to be supplied in ORIGINAL PACKING.</p>						
3.	<p><b>LOADING CHARGES TO ARRIVE AT F.O.R DESTINATION PRICE:</b></p> <p><b>3.1 FOR OFFERS ON FOB BASIS: [Price schema is to be incorporated alongwith basic Customs Duty in tabular format]</b></p> <p>a. Following Charges will be loaded towards Freight and Insurance to arrive at the CIF prices :</p> <table border="1"> <thead> <tr> <th>Port of Delivery at</th> <th>Freight</th> </tr> </thead> <tbody> <tr> <td>USA, Canada and Japan Sectors</td> <td>12% of FOB value</td> </tr> <tr> <td>All other Sectors</td> <td>10% of FOB value</td> </tr> </tbody> </table> <p>b. The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID to arrive at CIF price in INR. The applicable rate shall be “BC Selling Rate” of State Bank of India. Otherwise the rate as available from National News Papers will be taken.</p> <p>c. Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus landing charges, etc.) will then be added on the CIF price, thus converted into Indian currency.</p> <p>d. On this net price, 2% of FOB shall be added as Port Clearance and Forwarding Charges and 3% of FOB as estimated average Inland Freight up to destination, to arrive at the TOTAL LANDED PRICE in INR.</p>	Port of Delivery at	Freight	USA, Canada and Japan Sectors	12% of FOB value	All other Sectors	10% of FOB value
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3.2	<p><b>COMPARISON OF OFFERS [Price schema is to be incorporated alongwith basic Customs Duty in tabular format]</b></p> <p>3.2.1 For comparison of offers received on FOB basis with the offers received on INR basis, landed price of INR offer (i.e. FOR destination price plus Excise Duty plus Sales tax plus Octroi, if any) shall be compared with the, landed price of FOB offer (i.e. CIF Price plus Customs Duty plus Port Clearance charges plus Inland Freight etc.) as above.</p> <p>3.2.2 Wherever the items are to be procured from a single source and or with Maintenance Contract, competitiveness of the Bidders would be evaluated on the basis of the Total Cash Outflow towards FOR Destination value of all the items and Maintenance Charges for the entire period as specified in Annexure-I. In cases involving Maintenance Contract, evaluation of the L-1 Bidder would be made after arriving at the present value through Discounted Cash Flow (DCF) Method. Discounting would be made @ 12% p.a.</p>						
4.	<p>Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will <b>not</b> be considered for evaluation of the offers. However, such discounts shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p> <p>Unconditional discounts, if any, will be taken into account for arriving at total price.</p> <p>In case Bidders offer rebate unilaterally after closing date and time of Tender opening, the same will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p>						
5.	<p><b>VALIDITY OF OFFER:</b> The offers must remain open for acceptance up to 180 days from the date of opening of the tender.</p>						
6.	<p><b>FIRM PRICES:</b> The prices quoted must be FIRM throughout the validity period of the offer.</p>						
7.	<p>Offers of those Bidders who <i>suo moto</i> change the prices or the terms which effect the quoted price of the firm, within the validity of the offer, shall be treated as invalid <i>ab initio</i> and action against such Bidders will be taken as per CIL Rules/Procedure.</p>						
8.	<p><b>PAYMENT TERMS</b></p>						
8.1	<p><b>FOR EQUIPMENT AND P&amp;M ITEMS:</b></p>						
8.1.1	<p>Bidders from India shall confirm their acceptance of the following Payment Terms:</p>						
i	<p><b>Payment for 80% value of the equipment and accessories with 100% taxes and duties and other charges shall be released within 21 days after delivery of the equipment and receipt and acceptance of Performance Bank Guarantee.</b></p>						

ii	<b>Payment for balance 20% value of the equipment and accessories shall be released within 21 days after successful commissioning, testing and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the User Deptt. to the effect that the equipment has been successfully commissioned.</b>
8.1. 2	<p>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</p> <p>Payment for 80% of the FOB Value will be made against submission of shipping document and receipt and acceptance of Performance Bank Guarantee through unconfirmed, irrevocable Letter of Credit. Balance 20% of the FOB Value will be paid through Foreign Demand Draft / EFT after receipt and acceptance of material and on submission of successful installation and commissioning report duly countersigned by HOD of User Deptt. of CMPDI.</p> <p>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</p> <p><b>THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</b></p>
8.1. 3	<p>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in COMMERCIAL BID / SHEET Part-I of the offer.</p> <p>Agency Commission, if any, shall be paid within 21 days of submission of bills after successful commissioning of the equipment, training, etc., wherever applicable. The payment shall be made in equivalent Indian Rupee at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</p>
<b>Note: No other payment term will be acceptable.</b>	
8.2	<b>FOR ITEMS OTHER THAN EQUIPMENT AND P&amp;M:</b>
i	<p>Bidders quoting in INR shall confirm their acceptance of the following Payment Terms:</p> <p>100% payment shall be made within 21 days from the date of receipt and acceptance of the material at Consignee end or within 21 days from the date of receipt of suppliers' bills, whichever is later.</p>
ii	<p>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</p> <p>"Payment for 80% of the FOB Value will be made against submission of required documents through unconfirmed, irrevocable Letter of Credit. Balance 20% will be paid through Foreign Demand Draft / EFT after receipt and acceptance of material at Ultimate Consignee's End.</p>
	<p>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</p> <p><b>THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</b></p>
iii	<p>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in COMMERCIAL BID / SHEET.</p> <p>Agency Commission, if any, shall be paid within 21 days of submission of bills after receipt and acceptance of material. The payment shall be made in equivalent Indian Rupees at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</p>
<b>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</b>	
8.3	<p>CMPDI is effecting payment to suppliers through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per <b>Annexure- III</b>, with Signature and stamp, along with their Bill (s).</p> <p><b>(Not applicable for the Bidders already registered with CMPDI for e-payment).</b></p>
9. a	<p><b>DELIVERY REQUIREMENT-</b> Delivery schedule is specified in <b>Annexure-I / TPS</b>.</p> <p>In case the specified delivery schedule cannot be adhered to, the quantity offered for supply within the specified delivery period should be indicated in the COMMERCIAL BID / SHEET. In such cases the qualification criteria for the Bidders will be as under :-</p>

9.b	<b>QUALIFICATION CRITERIA:</b>
i.	<p>For Equipment: The Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued as per the delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p> <p>In cases of staggered delivery period, the Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p>
ii	<p><b>For Spares/Consumables etc.:</b> The Bidder should be in a position to supply at least 25% of the total quantity for which the bids have been issued within the specified delivery period (<b>Annexure-I</b>). Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p> <p><b>In cases of staggered delivery period,</b> the Bidder should be in a position to supply at least 25% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p>
Note:- <b>Offers from Bidders who fail to comply with the above qualification criteria shall be considered as unresponsive.</b>	
c	<p><b>The time for and the date / period of delivery of the stores stipulated in the purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date / period specified. In the event of failure to deliver or dispatch the store within the stipulated date / period in accordance with the samples and / or specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right to initiate action as per Liquidated Damages Clause 10 below.</b></p>
d (i)	<p><b>Distribution of orders/quantity:</b></p> <p>In cases where the L-1 Bidder has not offered to supply the total tendered quantity within the specified delivery period, the quantity offered for supply by the Bidder during the said period will be treated as their maximum capacity.</p> <p>In such cases of capacity constraint, the L-1 Bidder would be booked up to their offered quantity which is to be supplied within the specified delivery period. For the balance requirement, the L-1 price (Landed) shall be counter offered to L-2 Bidder and subject to their acceptance, L-2 Bidder would be booked for their offered quantity which is to be supplied within the specified delivery period. Similar process of counter offering L-1 rate to L-3, L-4 Bidder and so on would be followed for placement of order for their offered quantity till the full requirement is covered for supply within the specified delivery period.</p> <p><b>NOTE: In case the L1 counter offered price is not accepted by L2/L3/L4 Bidders, then the delivery period for the balance quantity shall be negotiated with the L1 Bidder and confirmed on mutually agreed terms for placement of order.</b></p>
d (ii)	Wherever it has been decided to procure the tendered quantity from more than one source the distribution of orders shall be as specified in <b>Annexure-I</b> .
10.	<p><b>LIQUIDATED DAMAGES CLAUSE:</b> The Bidders will confirm their acceptance of the following :</p> <p>In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI, shall be entitled at its option to enforce the following:</p> <ol style="list-style-type: none"> <li>To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5% (Half Percent) of the price of any stores which the successful Bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.</li> <li>To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or</li> <li>To purchase elsewhere after notice to the successful Bidder on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or</li> <li>Whenever under this contract any sum of money is recoverable from and payable by the supplier, CMPDI</li> </ol>

	<p>Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful Bidder in this or any other contracts. Should this sum be not sufficient to recover the full amount recoverable, the successful Bidder shall pay on demand to CMPDI the balance amount. The supplier shall not be entitled to any gain on any such purchase.</p> <p>e) To extend the period of delivery with or without Liquidated Damages as may be considered fit and proper. The Liquidated Damages, if imposed, shall not be more than the agreed Liquidated Damages referred to in Clause 10 (a) above, except in case of Force Majeure condition.</p> <p>f) To forfeit the security deposit fully or in part.</p>
11.	<p><b>FORCE MAJEURE CLAUSE:</b> If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <p>a) The successful Bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local Chamber of Commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cessation of such Force Majeure conditions. In the event of delay not arising out of Force Majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.</p> <p>b) For delay arising out of Force Majeure, the Bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CMPDI nor the Bidder shall be liable to pay extra cost provided it is mutually established that the Force Majeure conditions did actually exist.</p> <p>c) If any of the Force Majeure conditions exist in the place of operation of Bidder at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation or not.</p>
12.	<p><b>PRICE FALL CLAUSE:</b> The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&amp;D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&amp;D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>
13.	<p><b>GUARANTEE / WARRANTY:</b></p> <p>13 a) The Bidders shall be fully responsible for the standard manufacturer's warranty in respect of proper design, quality and workmanship for a period of <i>12 months from the date of commissioning / acceptance by CMPDI</i>.</p> <p><i>In case of all other items, except equipment/plant &amp; machinery, Bidders must indicate the Manufacturer's warranty for the offered item.</i></p> <p><b>OR As specified in Annexure – I / TPS.</b></p> <p>13 b) <i>The supplier shall be responsible for any defects that develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so within the Guarantee/Warranty period. The goods should properly fit in/ on / to the machine for which the same are intended. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to CMPDI.</i></p> <p><i>In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., leviable on the replacement supplies will be borne by the supplier.</i></p> <p>13 c) <b>Fitment Guarantee Certificate (For Spares and Subassemblies only):</b> A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.</p>
14 a.	<ul style="list-style-type: none"> <li>• <b><u>SUBMISSION OF EMD</u></b></li> </ul> <p><i>The bidder will have an option for submitting EMD through either ONLINE mode in case of tenders for procurement of goods or ONLINE or OFFLINE mode in case of works &amp; service tenders. The offline mode can be exercised only through submission of Bank Guarantee (BG) where the EMD is Rs. 5 lakh or above.</i></p> <p><i>In online mode the bidder can make payment of EMD either through net-banking from designated</i></p>

Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the challans generated by system on e-procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL Bank account and the information flows from Bank to e-procurement system.

In Offline mode the bidder can make payment of EMD in the form of Bank Guarantee (BG) (if applicable) from any scheduled bank. The bidder will furnish all the details online i.e. BG Number, date of issue, expiry date, name of issuing bank and amount etc. regarding EMD. The bidders who opts for submission of EMD through BG (more than ₹ 5 Lakh) will opt for EMD exemption. The bidder will mention the amount of exemption for which he is required to submit the BG and he will upload the scanned copy of BG as pdf file at the space provided for EMD exemption document.

The information provided and document uploaded by L-1 bidder will be evaluated as per relevant clauses. If L-1 bidder qualifies all the technical criteria, he will be asked to submit the original BG either in person or by post which must be received in the office of Tender Inviting Authority within 7(seven) working days. If the bidder fails to submit the original BG then bidder will be debarred for 1(one) year from participating in future tender of CMPDIL.

The BG against EMD shall be taken for the tenders where EMD is amounting ₹ 5 Lakhs or more. In tenders with EMD less than ₹ 5 Lakh online mode of payment shall be enabled.

The date of validity of BG shall be mentioned in the NIT and it shall be counted as original End date of submission of Tender + Bid validity period + 90 days.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during the bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

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

The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. CMPDI shall not be responsible for any postal delay in receipt of EMD.

**NOTE: (1) To upload the information regarding BG the tender should be created with the option for enabling the “EMD Exemption Option” as Yes.**

**(2) The EMD for Mining tenders and Turnkey Tenders will be as per Contract Management Manual and EMD for Civil, E&M and other tenders will be as per Manual of Civil Engineering Works of CIL and existing policy of CIL.**

14b. **Refund of EMD**

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the case where EMD is to be forfeited)
- b. No Claim from the bidders will be entertained for non-receipt of the refund in any account other than one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled the EMD of all the participating bidders will be refunded unless it is forfeited

	<p>by the department.</p> <p>e. If the bidder withdraws his/her bid online (i.e., before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.</p> <p>The EMD of successful bidder (after award of contract) will be retained by CMPDI and released after submission of the security deposit in case of all tenders related to procurement of goods. In case of tenders related to works and services, the EMD of successful bidder will be retained by CMPDI and adjusted against performance security deposit. However, EMD deposit by L-1 bidder in form of Bank Guarantee will be discharged when the bidder furnishes the required performance security deposit and signs the agreement.</p> <ul style="list-style-type: none"> <li>•</li> </ul>
15.	<p><b>SECURITY DEPOSIT:</b> The successful Bidder will be required to deposit as Security Money 10% value of the order [Total value of the order will be arrived at as per Clause 17 (a) or 17 (b)], without any ceiling in the form of Demand Draft (in favour of CMPDI payable at Ranchi)/Bank Guarantee, within 15 days from the date of receipt of the supply order.</p> <ul style="list-style-type: none"> <li>• In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of two (02) months. In case of late delivery, the Bank Guarantee will have to be extended accordingly.</li> <li>• If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period.</li> <li>• In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.</li> <li>• The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.</li> <li>• <b>Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh.</b></li> </ul>
	NB:- No interest will be payable either on EMD or Security Deposit.
16.	<p><b>EXEMPTION FROM EMD/SECURITY DEPOSIT:</b> Submission of EMD and Security Deposit is exempted in case of the following:</p> <ol style="list-style-type: none"> <li>1. Central / State Government Organization / PSU.</li> <li>2. Firms registered with NSIC / DGS&amp;D for tendered item(s) against submission of valid registration certificate. Copies of DGS&amp;D / NSIC Registration for tendered items (valid on the date of opening of Part-I) submitted by the Bidders should be self-attested and duly notarised. The list of items is to be attached.</li> <li>3. Firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only. Copy of MSME registration submitted by the Bidders should be self-attested and duly notarised.</li> </ol> <p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>➤ NSIC Registered firms shall be exempt from Security Deposit only up to their monetary limit, if any, indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful Bidder shall have to furnish the Security Deposit over and above such monetary limit.</li> <li>➤ In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder.</li> </ul>
17.	<p><b>PERFORMANCE BANK GUARANTEE:</b> In case of equipment/P&amp;M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order/ contract, equivalent to 10% of the total value of the supply order / contract. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid to cover the entire delivery period, installation and commissioning period of one month, warranty/guarantee period, etc. as applicable and a claim period of 3 months. The Bank Guarantee will have to be extended, if required.</p> <p>The value of the Performance Bank Guarantee will be calculated as follows :-</p> <ul style="list-style-type: none"> <li>a. <b>ORDER FOR INDIGENOUS ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for indigenous items will be arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.</li> <li>b. <b>ORDER FOR IMPORTED ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for imported items will be arrived at by adding estimated amount of Freight, Insurance, Port Charges, Customs Duty, etc. as applicable on the date of opening of the price bid, to the FOB Price of the material on order.</li> </ul>

	<p>In cases where both Security Deposit and Performance Guarantee is applicable, the Bidder can submit a single Bank Guarantee towards Security Deposit and Performance Guarantee. In such a case, the Bank Guarantee should cover the entire delivery period, Installation and Commissioning period of one month, Warranty/Guarantee period, etc. as applicable and a claim period of 3 months after end of the warranty period. <b><i>The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.</i></b> In case of late delivery, the Bank Guarantee will have to be extended accordingly.</p>
	<p>NB: The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at <b>Annexure-IV, from</b> any Nationalised / Scheduled Bank. <b><u>Any deviation in the Bank Guarantee format will not be accepted.</u></b> The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.</p>

18. **MAINTENANCE CONTRACT** : Wherever AMC/CSMA/FSMA is applicable, the same shall be governed by the terms and conditions specified as follows : **(NOT APPLICABLE in this case)**

**I. Scope of Work**

- (a) The party will provide comprehensive maintenance for items that includes replacement of defective/unserviceable parts (free of cost). The defective parts will be replaced with equivalent quality in performance. The parts will be provided on exchange basis, i.e. the defective parts replaced will become the vendor's property.
- (b) Each machine would undergo preventive maintenance once every quarter. Joint certificate to be signed every quarter.
- (c) Regular maintenance service will be provided during general shift of CMPDI's and its Regional Institutes working hours on week days only.
- (d) In the event of breakdown, the party shall ensure that the fault will be attended within 24 hours from the date/time of intimation by CMPDI, HQ or Regional Inst.

**II. Comprehensive AMC charges**

Comprehensive AMC charges should be quoted separately for each item. It should be clearly indicated whether any other Tax is separately applicable or not.

**III. Uptime guarantee**

The party should ensure 95% uptime of the machines. The uptime and downtime penalty will be calculated on the basis of point VI.

**IV. Agreement**

Before start of comprehensive AMC, the AMC agreement has to be signed between the vendor and the concerned Head of the Department, CMPDI (HQ), Ranchi, centrally for all locations.

**V. Payment Terms**

The AMC charge will be paid on quarterly basis after expiry of each quarter on submission of pre-receipted bill along with uptime certificate in triplicate by the firm to the concerned Head of the Department, CMPDI (HQ), Ranchi / Regional Directors of the respective Institutes. Penalty for shortfall, if any, from the uptime guaranteed (i.e. 95%) will be deducted from the billed amount for that quarter.

**VI. Downtime Penalty**

- i. The party should guarantee 95% availability (uptime) for the machines on quarterly basis.
- ii. Machine downtime will be reckoned only during the working hours. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time would be calculated as under:

For Working Hours (CMPDI, RIs) :	For Working Hours (CMPDI, HQ) :
10:00 hrs. - 17:00 hrs (7 hours)	9:30 hrs. - 17:30 hrs (8 hours)

1st day from 12.00 hours to 5.00 hours = 5.00 hours	1st day from 12.00 hours to 5.30 hours = 5.30 hours
2nd day from 10.00 hours to 11.00 hours = 1.00 hours	2nd day from 9.30 hours to 11.00 hours = 1.30 hours
Total downtime = 6.00 hours	Total downtime = 7.00 hours

- iii. The downtime period will start from the time and date of reporting the complaint to the party.
- iv. The availability percentage will be calculated for each quarter. Penalty will be imposed on pro rata basis, if the availability falls below 95%. Thus,

$$\text{Penalty} = \frac{(95\% - \text{Actual Availability}) \times (\text{AMC Charge}/4)}{95\%}$$

- v. No bonus or additional sums shall be payable if the availability is more than 95%.
- vi. Actual availability percentage for each machine will be calculated as follows:

$$\text{Actual availability} = \frac{\text{No. of Working days in the quarter} \times 8 - \text{Downtime hours during the quarter}}{\text{No. of Working days in the quarter} \times 8} \times 100$$

- vii. Penalty for any quarter to be imposed will be calculated on the basis of the following table.

Availability percentage (rounded)	Penalty
95% and above	Nil
85% to 94%	As per rate calculated in VI. ii, iv, vi
50% to 84%	Double the calculated amount as per rate calculated in VI ii, iv, vi
Below 50%	No AMC payment for the quarter

	<p>vii Penalty for any quarter to be imposed will be calculated on the basis of the following table.</p> <table border="1"> <thead> <tr> <th>Availability percentage (rounded)</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>95% and above</td><td>Nil</td></tr> <tr> <td>85% to 94%</td><td>As per rate calculated in VI. ii, iv, vi</td></tr> <tr> <td>50% to 84%</td><td>Double the calculated amount as per rate calculated in VI ii, iv, vi</td></tr> <tr> <td>Below 50%</td><td>No AMC payment for the quarter</td></tr> </tbody> </table>	Availability percentage (rounded)	Penalty	95% and above	Nil	85% to 94%	As per rate calculated in VI. ii, iv, vi	50% to 84%	Double the calculated amount as per rate calculated in VI ii, iv, vi	Below 50%	No AMC payment for the quarter
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50% to 84%	Double the calculated amount as per rate calculated in VI ii, iv, vi										
Below 50%	No AMC payment for the quarter										
19.	<p><b>INSPECTION :</b></p> <p>Material are subject to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even when pre-dispatch inspection is carried out, the material will be subjected to final inspection after receipt of the material at Consignee end.</p>										
20.	<p><b>ELIGIBILITY CRITERIA FOR PARTICIPATION:</b></p> <p>(i) Offers of the Bidders, who are past suppliers to Mining Industry and / or other Industries (Private or Government Department/ Public Sector Undertaking – Indigenous or Global), will be considered eligible for participation, if they have supplied the tendered / similar item(s) during the preceding 5 years as under:-</p> <p>a. <b>For Consumables and Spares:</b> At least 25% of the total required quantity of this tender.</p> <p>b. <b>For Equipment:</b> At least 50% of the total required quantity of this tender.</p> <p>(ii)(a) Bidders, who are past suppliers to CMPDI for the tendered / similar item, should upload copies of supply orders in Part I of the tender, in support of their eligibility as stipulated above.</p> <p>(ii)(b) Bidders, who are new for CMPDI for the tendered / similar item, should upload copies of supply orders along with an undertaking, on the Letter Head of the Bidder, that the said supply order has been successfully executed (as per the format at <b>Annexure-B</b>), along with Part I (Techno-commercial Bid) of the tender, in support of their eligibility as stipulated above.</p> <p>(iii) Performance Report of the offered items, wherever asked for, shall have to be uploaded along with Part I (Techno-commercial Bid) of the tender.</p> <p><b>NB:</b></p> <p>(a) "Total required quantity of the tender" is specified in the Bill of Quantity (BOQ) excel sheet/schedule of requirement (<b>Annexure-I</b>).</p> <p>(b) <b>Similar item is specified in Technical Parameter Sheet (TPS), means "Tendered items(s) or AC of different specifications.</b></p> <p>(c) Failure to upload the above documents shall render such bid liable for rejection.</p>										
21.	<p><b>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :</b></p> <p>(a) Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.</p> <p>(b) <b>Micro &amp; Small Enterprises</b> – Purchase preference will be applicable to the Micro &amp; Small Enterprises as per provision of Micro, Small and Medium Enterprises Development Act, 2006 and the Govt. of India guidelines issued from time to time. The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notorised copy of the complete set of valid registration certificate with their offer.</p>										
22.	<p>Imported items offered by Indian Bidder: In case the tendered item(s) are imported by an Indian Agent / Distributor and offered to CMPDI in Indian Rupees, the Indian Agent / Distributor shall have to submit the following documents with each supply:</p> <p>(i) Principal's Invoice or Packing List – original as well as certified photo copy.</p> <p>(ii) Certified photo copy of Airway Bill/Bill of Lading.</p> <p>(iii) Bill of Entry for Home Consumption – Original as well as certified photo copy.</p> <p>(iv) A certificate from the Auditor that : "Certified that the Customs Duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer".</p> <p>The originals as mentioned above shall be returned to the successful Bidder after verification and endorsement.</p>										
23.	<p>The packing of all the material quoted shall conform to the requirements of the carriers and in the event of an order, transportation of goods will be done through registered common carriers only.</p>										
24.	<p><b>DEEMED EXPORT:</b> If the Bidder has quoted the item(s) under deemed exports, then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Govt. of India. CMPDI's responsibility shall only be limited to the issue of required certificate. The offer shall be unconditional and phrases like "subject to availability of</p>										

	deemed exports benefits", etc. shall not be accepted.
25.	<b>CONSIGNEE PARTICULARS:</b> Regional Director, CMPDI, RI-IV, Nagpur -440014
26.	<b>Certificate for Indigenous content (if applicable):</b> A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the Auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted.
27.	<b>Submission of Samples:</b>
a.	Wherever, as per Annexure- I, samples are required for evaluation of tender, the Bidders will submit the sample free of cost, duly labelled with Bidder's name, address indicating item Sl. No., Tender enquiry No. and due date for opening of the tender.
b.	For approval of indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship, if required, the successful Bidder may have to submit an advance sample free of cost before effecting bulk supply. The samples must be labelled with the Bidder's name, address and this office enquiry number and the due date for opening of the tender.
28.	<b>BANNED OR DELISTED SUPPLIERS:</b> Bidders would give a declaration in the format on his letter head as given in <b>Annexure VIII</b> , that they have not been banned or de-listed by any Government or Quasi-Government or PSU. If a Bidder has been banned by any Government or Quasi-Government or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given / provided, the bid will be rejected being non-responsive.
29.	<b>Following shall be confirmed by Bidder in respect of Computers, Computer Peripherals, Software, etc.</b>
a.	<b>UNDERTAKING OF AUTHENTICITY</b> <i>We hereby undertake that all the components/parts/assembly/software used in the items to be supplied like Hard Disk, Monitors, Memory etc. shall be original new components / parts / assembly / software only from respective OEMs of the product and that no refurbished / duplicate / second hand component / part / assembly / software shall be used.</i>
b.	<b>INDEMNITY FOR PATENT RIGHT</b> <i>Bidders shall indemnify CMPDI against all third party claims of software piracy and infringement of intellectual property right. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the goods and services or any part thereof, the successful Bidder shall act expeditiously to extinguish such claim. If the successful Bidder fails to comply and CMPDI is compelled to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, costs and lawyer fees to CMPDI which will be deducted from the Bidder's bill and will not be legally claimed by the Bidder.</i>
30.	<b>SUB-CONTRACT:</b> Sub-Contract will not be allowed in part or in whole under any circumstances.
31.	<b>RIGHT OF ACCEPTANCE:</b> <i>The purchaser is not bound to accept the lowest or any other offer and reserves the right of accepting the whole or any part of the offer or portion of the quantity offered. CMPDI reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.</i>
32.	<b>RIGHT TO INFORMATION ACT:</b> Any document/information submitted by the Bidder can be made public at appropriate stage, as per Right to Information Act, 2005.
33.	<b>General terms and Conditions:</b> Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with Tender Document as ANNEXURE -II. In case there is a conflict in any particular term of the Tender Document with the General Terms, the terms of the Tender Document will prevail.
34.	The Bidders should submit scanned copy of their valid registration with Sales Tax Department indicating TIN. <b>(to be uploaded on-line).</b>
35.	<b>ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises / Govt. Deptts only) :</b> "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 Department 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 take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & 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 shall share equally the cost of arbitration as intimated by the Arbitrator".

36.	<p><b>NON-DISCLOSURE / CONFIDENTIALITY CLAUSE:</b>  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.</p> <p>CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know 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.</p>
37.	<p><b>JURISDICTION:</b> Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Nagpur, Maharashtra State, INDIA).</p>

HOD (ENV)  
CMPDI. RI- IV, NAGPUR

**Enclosures:**

1. **Annexure – A** Letter of Bid (LOB) including Authorisation Letter to DSC holder bidding online on behalf of Bidder.
2. **Annexure – B** Format of Undertaking For Execution Of Supply Order.
3. **Annexure – I** Schedule of Requirement, Technical Specification, etc.
4. **Annexure – II** General Terms and Conditions.
5. **Annexure – III** Mandate Form for e-Payment.
6. **Annexure – IV** Format of Bank Guarantee for Security Deposit / PBG.
7. **Annexure – V** Format of Integrity Pact, if applicable.
8. **Annexure – VI** Specimen of Commercial Bid.
9. **Annexure – VII** Specimen of Technical Parameter Sheet.
10. **Annexure – VIII** Specimen of banning / delisting format.

**Annexure - A**

**Format of Letter of Bid**

**TO BE SUBMITTED ON 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:04.03.2016**

**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- B**

**“Format of Undertaking for Execution of Supply Order”**

**LETTER HEAD OF BIDDER**

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

Sub: Certificate for Execution of Supply Order.

Ref: Tender No..... Date:.....

Tender ID: (will be taken from the TENDER DETAIL page of this tender in the  
website: <http://coalindiatenders.gov.in>

Dear Sir,

This is to certify that the items covered in the following supply order (s) uploaded in support of the  
eligibility for participation against the subject tender have been successfully executed by us:-

Sl.No	Supply Order No.	Date of Supply Order	Name of the Purchaser
1			
2			

We also certify that the information provided by us are correct & true. If the said information is found  
to be incorrect or false, CMPDI may initiate penal action against us as per the provision of the NIT  
and/or CIL guidelines.

Yours faithfully,

(Signature of Bidder)  
Company Seal

ANNEXURE - I

**SCHEDULE OF REQUIREMENT**

**Consignee : Regional Director, CMPDI, RI-IV, Nagpur.**

**Destination : CMPDI Complex, Kasturba Nagar, Jaripatka, Nagpur**

**Delivery : Materials are to be delivered within 30 days from the date of issue of Supply Order. However, the tenderer may quote their firm delivery period.**

<b>Item No.</b>	<b>Description of material</b>	<b>Estimated cost (Rs.)</b>	<b>Unit of Qty.</b>	<b>Qty. Reqd.</b>
1.	Supply and Installation of 2.0 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerent copper piping (Est. – 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	1,98,000/-	No.	4
2.	Supply and Installation of 1.5 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerent copper piping (Est. – 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	89,000/-	No.	2
3.	Supply and Installation of 1.0 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerent copper piping (Est. – 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	1,13,000/-	No.	3

## ANNEXURE-II

### 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, license, 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 up to 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. **Earnest Money/Security Money :**

- (a) The value of Earnest 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 Earnest 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 Earnest 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 deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test :** In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the 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 or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- (c) **Jurisdiction of 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 wound 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.

\*\*\*\*\*

**MANDATE FORM FOR ELECTRONIC 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)

**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

## **INTEGRITY PACT**

Between

Central Mine Planning & Design Institute Limited (CMPDIL) hereinafter referred to as “The Principal” And

.....hereinafter referred to as “ The Bidder/Contractor”

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contracts for supply, installation, commissioning and maintenance for 4 years of MPLS Bandwidth with Router on Rental basis for implementation of High Definition Multi Point VideoConferencing system, to be installed at CIL (HQ), Kolkata, CIL’s different Subsidiary Companies and Ministry of Coal/ CIL Delhi Office at Delhi.

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non Governmental Organisation” “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision

to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/Contracts/ Subcontractors**

(1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties

comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

## **Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered

Office of the Principal, i.e. Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**For the Principal**

Name -----

Designation-----

Name of Company-----

**For the Bidder/Contractor**

Name -----

Designation-----

Name of Company-----

**Witnesses:**

1. Name -----

Designation-----

Name of Company-----

2. Name -----

Designation-----

Name of Company-----

**Witnesses:**

1. Name -----

Designation-----

Name of Company-----

2. Name -----

Designation-----

Name of Company-----

Place-----

Date-----

**ANNEXURE – VI**

**Specimen of Commercial Bid**

<b>CENTRAL MINE PLANNING &amp; DESIGN INSTITUTE LTD</b>				
<b>Commercial Terms &amp; Conditions</b>				
Tender No.:				
Name of Work:				
<b>COMMERCIAL PARAMETER SHEET</b>				
<b>COMMERCIAL TERMS &amp; CONDITIONS TO BE CLEARLY INDICATED / CONFIRMED BY THE BIDDER</b>				
<b>NOTE : The Bidder is advised to go through the terms and conditions of the Tender Document before filling the on-line bid and thereafter the bid should be submitted / uploaded as per the Tender Document.</b>				
S.No.	Description	Bidder Value (Agree/Disagree)	Specification Wise	Compliance
<b>Commercial Terms and conditions to be confirmed by the bidder</b>				<b>NOT-COMPLIED</b>
1.00	Have the documents as required under <b>Clause VI (I)</b> of the Tender Document been uploaded?	Select	FALSE	
2.00	Has the FOR Destination / FOB price(s) been quoted as per <b>Clause 2</b> of the Tender Document and the break-up along with the applicable rate of VAT / Central Sales Tax, Excise Duty, Packing & Forwarding, Freight, Insurance, etc., if applicable, been indicated in the Commercial Bid as per <b>Annexure- VI</b> ?	Select	FALSE	
3.00	Is the offer valid for 180 days from the date of opening of tender as per <b>Clause 5</b> of the Tender Document?	Select	FALSE	
4.00	Has firm price been quoted as per <b>Clause 6</b> of the Tender Document?	Select	FALSE	
5.00	Has the Payment Terms, as applicable, in line with <b>Clause 8</b> of the Tender Document been accepted?	Select	FALSE	
6.00	Has the delivery schedule been accepted in line with <b>Clause 9 (a)</b> of the Tender Document / indicated as per the Schedule of Requirement at <b>Annexure – I</b> ?	Select	FALSE	
7.00	Has the Liquidated Damages & Force Majeure Clause as per <b>Clause 10 &amp; 11</b> of the Tender Document been accepted respectively?	Select	FALSE	
8.00	Has the Price Fall Clause as per <b>Clause 12</b> of the Tender Document been accepted?	Select	FALSE	
9.00	Has the Guarantee / Warranty been accepted as per TPS / <b>Clause 13</b> of the Tender Document / indicated as per the Schedule of Requirement at <b>Annexure – I</b> ?	Select	FALSE	
10.00	Has the condition for depositing Security Money as per <b>Clause 15</b> of the Tender Document been accepted?  <b>OR</b> Has any documentary evidence issued by the Govt. according exemption towards submission of Security Money, for the tendered items, been uploaded as per <b>Clause 16</b> of the Tender Document?	Select	FALSE	

## ANNEXURE – VII

### Specimen of Technical Parameter Sheet

Tender Inviting Authority: HOD (S&P) , CMPDI, R-HV, JARIPATKA, NAGPUR - 440014 Name of Work: SUPPLY OF AIR CONDITIONER NIT No: CMPDI / RIN/S&P/AC/15 Dated 22.1.2016							2016_CMPDI_16722_1					
Bidder Name:												
<b>TECHNICAL PARAMETER SHEET</b>												
S. No.	Item Code*	Description of Item *	Bidder's Eligibility Status	Specification Parameter *	Unit of Measure	Evaluation Criteria (To be selected from drop down box in each cell)*	Required Value *		Bidder's value *	Eligibility		
							Start Value	End Value		Specification wise	Make and Model	Overall
1.00	item1	Supply and Installation of 2.0 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerant copper piping (Est. - 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	1	As per description of item	No.	AGREED or DISAGREED	AGREE		AGREE	TRUE	reputed make	NON-COMPLIED
2.00	item2	Supply and Installation of 1.5 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerant copper piping (Est. - 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	1	As per description of item	No.	AGREED or DISAGREED	AGREE		AGREE	TRUE	reputed make	NON-COMPLIED
3.00	item3	Supply and Installation of 1.0 ton Split Air Conditioner of reputed make, 5 star rating from Bureau of Energy efficiency, Power - 230 V, 50 Hz supply. Installation work shall include Refrigerant copper piping (Est. - 7 mtr./ckt) M.S. stand with epoxy coating for compressor units. Electrical power supply shall be provided by CMPDI.	1	As per description of item	No.	AGREED or DISAGREED	AGREE		AGREE	TRUE	reputed make	NON-COMPLIED
<b>**TECHNICAL PARAMETER SHEET</b>												
<b>***PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEM/S</b>												

(To be submitted on letter head of the bidder)

**DECLARATION**

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

*Signature of bidder  
(with seal)*

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