

**Central Mine Planning & Design Institute Limited**  
**(A Subsidiary of Coal India Ltd.)**  
**Regional Institute-VI, PO: Jayant, Dist.: Singrauli (MP)-486890**  
**e - TENDER NOTICE**

**E-TENDER NOTICE**

**I** Tenders are invited on-line from Manufacturers / Authorised Agents / Stockists only, **for the Supply, installation (on PCC platform and earthing arrangement both to be done by bidder), testing and commissioning of 1 no. Diesel Generator Set of Capacity 100 KVA.** as per the SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION, etc. (ANNEXURE – I), GENERAL TERMS AND CONDITIONS (ANNEXURE-II) and terms & conditions given below.

- 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.
- 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:-

- 1. Name and Designation of the Authority issuing the Certificate;*
- 2. FAX No. / Contact No. and e-mail id of the Authority;*
- 3. Date of issue of the Certificate and Validity of the Authorisation;*
- 4. Specific Reference of the Tender for which the Authorisation has been issued.*

**II DETAILS OF TENDER :**

<b>a</b>	<b>TENDER NO:</b> CMPDI/RI-6/E&M/DG SET/2015-16/438 Date:17.03.2016							
<b>b</b>	<b>MODE OF TENDERING</b> ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal : <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>							
<b>c</b>	<b>TYPE OF TENDER</b> <b>TWO BID</b>							
<b>d</b>	<b>ESTIMATED VALUE OF TENDER</b> ₹ 1125000.00							
<b>e</b>	<b>TENDER FEE</b> <b>Not applicable</b>							
<b>f</b>	<b>EARNEST MONEY DEPOSIT : (TO BE SUBMITTED OFF-LINE)</b> EMD for each item has been indicated separately. In case the Bidder does not quote for all the items, the EMD can be submitted for the quoted items only.							
	<table border="1"> <thead> <tr> <th>S. No.</th><th>Item Description</th><th>Amount (₹)</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Supply, installation (on PCC platform and earthing arrangement both to be done by bidder), testing and commissioning of 1 no. Diesel Generator Set of Capacity 100 KVA at 0.8 P F, 415 V, 3 Ph, 50 Hz with Standard Control Panel and Acoustic Enclosure having CPCB-II norms compliance to be supplied &amp; installed at CMPDI RI-VI Office , Jayant</td><td>22500.00</td></tr> </tbody> </table>	S. No.	Item Description	Amount (₹)	1.	Supply, installation (on PCC platform and earthing arrangement both to be done by bidder), testing and commissioning of 1 no. Diesel Generator Set of Capacity 100 KVA at 0.8 P F, 415 V, 3 Ph, 50 Hz with Standard Control Panel and Acoustic Enclosure having CPCB-II norms compliance to be supplied & installed at CMPDI RI-VI Office , Jayant	22500.00	
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	The bidder will have an option for submitting EMD through either ONLINE mode in case of tenders for procurement of goods.  In Online mode the bidder can make payment of EMD either through net-banking from designated 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 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 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.

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. CMPDIL shall not be responsible for any postal delay in receipt of EMD.

### **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 cases 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 the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

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.

<b>g</b>	<b>INTEGRITY PACT</b>	<b>APPLICABLE / NOT APPLICABLE</b>	
<b>III TIME SCHEDULE OF TENDER:</b>			
<b>Sl. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
a.	Bid Submission Start Date		
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.		

#### **NOTE:**

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

- (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 '**Are you exempted from EMD payment**' under EMD payment while submitting his bid and should enter the total amount of EMD corresponding to the items for which the bidder does not want to quote. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items which he is quoting/ bidding for in the space provided against '**Upload EMD exemption document**' which should be digitally signed before moving to **Next Page**.
- (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.
- (v) There will be no physical / manual sale of the Tender Document.
- (vi) There is no tender fee and the bidders can download the Tender Document free of cost.
- (vii) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.

#### **IV INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS :**

##### **Requirements for Vendors**

- P.C. connected with internet.
- Registration with Service provider portal [\*\*http://coalindiatenders.gov.in\*\*](http://coalindiatenders.gov.in)
- The vendor should possess a Class II/III Digital Signature Certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)
- 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, RANCHI: 0651- 2233058

**Contact person for this Tender: Mr.Paresh Saxena, General Manager (E&M),**

**e-mail : ri6@cmpdi.co.in**

**Contact No.: 07805-222801;**

##### **Registration / Enrolment of Bidder on the above e-procurement Portal:-**

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.

For registration, Submission procedure and method of correspondence, etc., Bidders are requested to visit our website: [\*\*http://coalindiatenders.gov.in\*\*](http://coalindiatenders.gov.in).

**To obtain the Class II / III digital signature certificate or further details Bidders are requested to visit our website: [\*\*http://coalindiatenders.gov.in\*\*](http://coalindiatenders.gov.in).**

**Note:** 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.

##### **Help for participating in e-tender:**

The detailed method for participating in the e-procurement process is available on the website: "[\*\*http://coalindiatenders.gov.in\*\*](http://coalindiatenders.gov.in)". The Bidders have to Log on to the official

<p>website: <a href="http://coalindiatenders.gov.in">http://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>
<p><b>V 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 user portal agreement 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 will be printed on Bidder's letter head and the scanned copy of the same, duly 'Signed &amp; Sealed', 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 'I'), 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 other "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 <b>separately</b> for download in Excel Format. This will be downloaded by the Bidder and all the required</p>

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.

**H. Price Bid / BOQ:** The Price Bid containing the Bill of Quantity (BOQ), which is in Excel Format, will be uploaded during tender creation. The Price Bid / BOQ comprises of the following Sheets:

**I. Top Sheet of the Price Bid / BOQ:**

Bidders are required to select the Currency in which they desire to quote the prices, from the dropdown menu available in this sheet (**INR or Other Currency**).

Bidders are required to fill up the relevant details only. Entry of Price is not allowed in the Top Sheet.

**II.** Depending on the selection of the Currency made in the Top Sheet of the BOQ, following options shall be available:

**(a) Bid\_INR :-** In case Currency selected as “**INR**”,

**(b) Bid\_Other:-** In case currency is selected as “**Other Currency**”.

**(c) For AMC** :- Sheet for AMC in INR only: Common for Domestic Bidder and Overseas Bidder for Equipment;

**I. Submission of information / Price in ‘Bid\_INR’ & ‘Bid\_Other’:**

The Price bid / BOQ containing the above Sheets in Excel File will be downloaded by the Bidder and the rates, taxes & duties, etc., for the offered items will be quoted in the same Excel file along with the price. Thereafter, the Bidder must upload the same Excel file during bid submission in Cover-II.

Price is to be quoted in the following manner:

**(A) Bidders Who Desire To Submit Offer Only in “INR”:**

Bidders will select the **Type of Currency** as “**INR**” in the BOQ. After this selection, **Sheet Bid\_INR** will be visible to the Bidders. 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.

**(B) Overseas Bidders or their Indian Agent / Dealer / Distributor who desire to submit Offer in “Multi-Currency” i.e. in “Foreign Currency” and AMC in “INR”:**

In case any Foreign Bidder or their Indian Agent / Dealer / Distributor is willing to quote in “Foreign Currency” and AMC in INR such Bidders shall follow the following procedure:

Such Bidders will select the **Type of Currency** as “**OTHER CURRENCY**” in the BOQ. After this selection, **Sheet Bid\_Other** will be visible to the Bidder. The Bidders are required to fill all required data and Price Elements corresponding to the component to be offered along with AMC in Other Currency as indicated in the said Sheet.

Such Bidders have the choice to submit 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, the bid is liable for rejection.

**J. ADDITIONAL INFORMATION REGARDING BOQ/ PRICE BID:**

- a. If the Price-bid is on **MODULE BASIS**, the Bidders should quote for all tendered items, **and the L-1 will be decided on MODULE BASIS**.
- b. The Price bid of the Bidders will have no condition.
- c. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- 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 **the ‘Commercial Bid’, Annexure-VI**. The calculation shall remain protected and the Bidders cannot enter any data in the column.

- 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.
- 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.
- g. The Excise Duty in BOQ sheet should be mentioned in absolute value after calculating legally applicable rate 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 Invoice (Credit available to CMPDI 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.

#### **K. 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.

**L. 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: <http://coalindiatenders.gov.in>. No other mode of seeking clarification shall be entertained.

#### **M. 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.

#### **N. 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.

#### **O. 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, ~~normally within 10 days of techno-commercial bid (Cover-I) opening~~, 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)	L-1 Bidder is a defaulter for part of items for which he is L-1	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.

(ii)	L-1 Bidder is a defaulter for all items for which he is L-1	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.
(iii)	L-1 Bidder happens to be defaulter in 2 tenders issued by the same procurement entity within a span of 1 year.	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.

**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. VII (2) 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. .... 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. .... in the NIT.** If there is no acceptable foreign bidder, then the evaluation of the domestic bidders will be made on FOR destination basis.*

#### P. 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.

#### Q. Reverse auction process:

- a) Reverse auction will be initiated within two hours after opening of price bids, as detailed above in case of normal tenders.
- b) There will be no participation fees for e- reverse auction.
- c) The L1 price/ start bid price will be landed/cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up prices conforming to the lowest landed rate quoted by him in the reverse auction.
- d) The decrement value will be 0.5% of the start bid price with minimum of Rs. 1.00 as the system does not have a provision of taking amounts less than Rs. 1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.

In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:

- (a) For decrement values up to Rs. 10.00 rounding off may be made to nearest rupee.
- (b) For decrement values from Rs. 11.00 to Rs. 100.00 rounding off may be made to nearest ten.
- (c) For decrement values from Rs. 101.00 to Rs. 1000.00 rounding off may be made to nearest 100.
- (d) For decrement values from Rs. 1001.00 to Rs. 10000.00 rounding off may be made to nearest 10000.

And so on.....

- e) Initial period for reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- f) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder at the time of Reverse auction. The system provides the bidder details along with bid document at the end of Reverse Auction process.
- g) If a bidder does not submit his bid in the reverse auction, the price quoted by him in the price bid shall be considered as the valid price of the bidder. The status of the bidder (L1, L-2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the price quoted in the price bid, whichever is lower.
- h) Only the chronologically last bid submitted by the bidder till the end of auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- i) Server time shall be the basis of Start time and closing time for binding for all. This would be visible to all concerned.
- j) On expiry of the closing of the auction, bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- k) All electronic bids submitted during reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of

the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CMPDIL will form a binding contract between CMPDIL and the bidder for entering into a contract.

- l) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- m) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- n) In case of disruption of service at the service provider's end while the reverse auction process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be "Start Bid" price for the restarted RAP. The prices quoted in the prematurely ended will will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP will be intimated to all the bidders through system/ SMS/ e-mail through e-Procurement portal automatically. All the time stipulations of normal RAP will be applicable to the restarted RAP.

#### **R. Placement of Order:**

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. Any amendments to the Purchase Order shall also be uploaded in the Portal.

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.

#### **VI Important Information:**

A Bidders are advised to **download the Tender Details, the complete Tender Document, including the Annexures and files available for downloads**. 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 <https://coalindiatenders.gov.in>. The files (.xls format) downloaded should be carefully filled in and again uploaded on the website <https://coalindiatenders.gov.in>. Due care should be taken to check all the entries in each of the sheets before uploading and authorising (submitting).

B Tender can not be accessed on-line after the **DUE DATE and TIME of submission**, as available under TENDER DETAIL of this tender on the website: <https://coalindiatenders.gov.in>.

C Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order.

D Under normal circumstances, no deviations to the terms & conditions are allowed.

Wherever counter terms and conditions are offered by the Bidder, the purchase shall not be governed by the offered terms unless specific acceptance of the same has been given in writing in the order by the purchaser. Any 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.

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 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. 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.

H **ON-LINE CONFIRMATION OF BIDS WILL BE FINAL:** 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 **SCANNED COPY OF DOCUMENT TO BE UPLOADED ALONG WITH THE BID.**  
The Bidders must submit scanned copies of the following documents, **along with Part-I of the bid (Techno-commercial bid)**, in .pdf file (preferably in one file).

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, duly signed &amp; stamped.</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, duly self-attested and <b>notarized</b>, if applicable.</p> <p style="text-align: center;">-OR-</p> <p>(c) Copy of complete set of DGS&amp;D registration certificate self-attested and <b>notarized</b>, if applicable.</p> <p style="text-align: center;">-OR-</p> <p>(d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority, self-attested and duly notarized.</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, duly signed and stamped.	<b>Clause No. II (f)</b>
(iv)	Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory, if applicable.	<b>Clause No. II (g), VII (1) &amp; Annexure - V</b>
(v)	Proof of being a Manufacturer, duly self attested and notarized (if applicable). If offer is submitted by Authorised Agent / Stockist, documentary evidence of being the same.	<b>Point I (a) (b)</b>
(vi)	Copy of valid exemption certificate towards Service Tax, duly self attested, if applicable.	
(vii)	Copy of valid exemption certificate towards Excise Duty, duly self attested, if applicable.	<b>Clause No. VII (2) (b) (I)</b>
(viii)	Copies of supply orders in support of eligibility, duly self-attested.	<b>Clause No. VII (20)</b>

(ix)	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>
(x)	Certificate for Indigenous content, if applicable, duly self attested.	<b>Clause No. VII (26)</b>
(xi)	Valid Sales Tax registration with Sales Tax Department indicating TIN number, duly self-attested and notarized, otherwise the offer is liable for rejection.	<b>Clause No. VII (34)</b>
(xii)	Copy of Pan Card of the firm, duly notarized and self-attested.	
(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 10 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 COMMERCIAL TERMS AND CONDITIONS:** Bidders are requested to go through the following terms and conditions carefully before submitting the On-line Bid. *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 :*

**1. INTEGRITY PACT (If applicable) :**

Central Mine Planning & Design Institute Limited (CMPDI) has entered into an MoU with M/s. Transparency International India for implementation of Integrity Pact for tenders valuing Rs. 1.00 crore and above. The Integrity Pact document to be signed and uploaded by the Bidders is enclosed **[Annexure-V]**. 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.

**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.**

Name and address of Independent External Monitors is as under :

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. PRICE :** Price Bid shall be submitted through Enterprise Procurement System (EPS) through internet.

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.

(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.

The details in PART- I (COMMERCIAL BID / SHEET) must indicate the name & 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).

**NOTE:**

- (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.
- (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.

**b. TAXES AND DUTIES :**

- I) **Excise Duty**, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.

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.

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.

Wherever, the Bidder claims exemption from payment of ED and/ or ED is not applicable, the payment on account of ED at a latter stage (if any) will be borne by the Bidder.

- II) **CENVAT CREDIT:** CMPDI avails CENVAT Credit for the Goods/Services for which the same is available. Tenderers are, therefore, advised to quote Excise Duty & 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 :

- a) Central Excise Registration Number of the consignor incorporated in the Tax Invoice raised by the supplier.
- b) The invoice of the supplier shall be marked as "DUPLICATE FOR Transporter" - for availing CENVAT Credit.

- III) **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).

- IV) **Cenvat credit can be availed** in case of imported consignment (directly or through dealers) where Countervailing Duty (CVD) & Special Additional Duty (SAD) are paid.

~~Set-off of CVD & 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.~~

**V) SALES TAX/VAT:** 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.

c. 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.

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.

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.

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 case of imports.

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.

The prices should be quoted in the format provided on line.

d. In the event of order being placed against offers received as per Clause 2.a (ii) & 2(c) above, the following shall be applicable :-

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.

### 3. LOADING CHARGES TO ARRIVE AT F.O.R DESTINATION PRICE:

3.1 FOR OFFERS ON FOB BASIS: **[Price schema is to be incorporated alongwith basic Customs Duty in tabular format]**

a. Following Charges will be loaded towards Freight and Insurance to arrive at the CIF prices :

Port of Delivery at	Freight
USA, Canada and Japan Sectors	12% of FOB value
All other Sectors	10% of FOB value

b. The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID to arrive at CIF price in INR. The applicable rate shall be "BC Selling Rate" of State Bank of India. Otherwise the rate as available from National News Papers will be taken.

c. Customs Duty, Countervailing Duty and any other duty as applicable on assessable

value (CIF plus landing charges, etc.) will then be added on the CIF price, thus converted into Indian currency.

d. On this net price, 2% of FOB 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.

### **3.2 COMPARISON OF OFFERS [Price schema is to be incorporated alongwith basic Customs Duty in tabular format]**

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.

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.

4. Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will **not** 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.

Unconditional discounts, if any, will be taken into account for arriving at total price.

In case Bidders offer rebate unilaterally after closing date and time of Tender opening, the same will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.

5. **VALIDITY OF OFFER:** The offers must remain open for acceptance up to 180 days from the date of opening of the tender.

6. **FIRM PRICES:** The prices quoted must be FIRM throughout the validity period of the offer.

7. Offers of those Bidders who *suo moto* 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 ab *initio* and action against such Bidders will be taken as per CIL Rules/Procedure.

### **8. PAYMENT TERMS**

#### **8.1 FOR EQUIPMENT AND P&M ITEMS:**

8.1.1 Bidders from India shall confirm their acceptance of the following Payment Terms:

- i 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.
- ii 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.

8.1.2 Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-

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.

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.

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.

8.1.3 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.

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.

**Note: No other payment term will be acceptable.**

8.2 FOR ITEMS OTHER THAN EQUIPMENT AND P&M :

i Bidders quoting in INR shall confirm their acceptance of the following Payment Terms:  
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.

ii Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-  
"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.

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.

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.

iii 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.

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.

**NO OTHER PAYMENT TERMS WILL BE ACCEPTED.**

8.3 CMPDI is effecting payment to suppliers through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per **Annexure- III**, with Signature and stamp, along with their Bill (s).

**(Not applicable for the Bidders already registered with CMPDI for e-payment).**

9. a **DELIVERY REQUIREMENT-** Delivery schedule is specified in **Annexure-I / TPS**.

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 :-

9.b **QUALIFICATION CRITERIA:**

i. 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.).

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.).

ii **For Spares/Consumables etc.:** 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 (**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.).

**In cases of staggered delivery period**, 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.).

**Note:** - Offers from Bidders who fail to comply with the above qualification criteria shall be considered as unresponsive.

c 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.

d (i) **Distribution of orders/quantity:**

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.

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.

**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.**

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 **Annexure-I**.

10. **LIQUIDATED DAMAGES CLAUSE:** The Bidders will confirm their acceptance of the following :

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:

- a) 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.
- b) 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
- c) 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
- d) Whenever under this contract any sum of money is recoverable from and payable by the supplier, CMPDI Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful Bidder in this or any other 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.
- 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.
- f) To forfeit the security deposit fully or in part.

11. **FORCE MAJEURE CLAUSE:** 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.

- 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 cession of such Force Majeure conditions. In the event of delay not arising out of Force Majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- 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.
- 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.

12. **PRICE FALL CLAUSE:** 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&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&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.

**13. GUARANTEE / WARRANTY:**

13 a The Bidders shall give warranty of satisfactory performance of the equipment / plant & machinery offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CMPDI.

In case of all other items, except equipment/plant & machinery, Bidders must indicate the Manufacturer's warranty for the offered item.

**OR As specified in Annexure – I / TPS.**

13 b 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.

In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., leviable on the replacement supplies will be borne by the supplier.

13 c **Fitment Guarantee Certificate** (For Spares and Subassemblies only): 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.

**14. EARNEST MONEY DEPOSIT (EMD):** The value of Earnest Money to be deposited by the Bidder is mentioned in the Tender Document [Point II (f)].

For the unsuccessful Bidder, the Earnest Money shall be refunded immediately after finalization of tender. However, the EMD shall be forfeited if the Bidder withdraws the offer before finalization of the tender. The unsuccessful bidders will be asked to submit the receipt / proof of payment of EMD after finalization of tender based on which the EMD of unsuccessful bidder will be refunded.

- For successful Bidders, the EMD shall be refunded after receipt of order acceptance and Security Deposit from the Bidder.
- In respect of EMD submitted in foreign currency by the Overseas Bidders, the EMD shall be refunded taking the Exchange Rate prevailing on the date of the DD or the date of refund, whichever is lower;
- Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference. Scanned copy of the documents in support of exemption will have to be uploaded by the Bidder during Bid submission.
- Bidders should submit MANDATE FORM for e-payment, if not submitted earlier, as per the format given in Annexure- III, for refund of EMD through EFT.
- **Submission of EMD will not be applicable in case the estimated value of procurement is less than Rs. 1.00 Lakh.**

15. **SECURITY DEPOSIT:** 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.

- 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.
- 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.

- 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.
- The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.
- **Submission of Security Deposit will not be required, if the value of order is less than Rs. 1.00 Lakh.**

**NB:- No interest will be payable either on EMD or Security Deposit.**

16. **EXEMPTION FROM EMD/SECURITY DEPOSIT:** Submission of EMD and Security Deposit is exempted in case of the following:

1. Central / State Government Organization / PSU.
2. Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&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.
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.

**NOTE:**

- 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.
- 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.

17. **PERFORMANCE BANK GUARANTEE:** In case of equipment/P&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.

The value of the Performance Bank Guarantee will be calculated as follows :-

- a. **ORDER FOR INDIGENOUS ITEMS** – 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.
- b. **ORDER FOR IMPORTED ITEMS** – 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.

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. **The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.** In case of late delivery, the Bank Guarantee will have to be extended accordingly.

NB :- The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at **Annexure-IV**, from any Nationalised / Scheduled Bank. **Any deviation in the Bank Guarantee format will not be accepted.** The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.

18. MAINTENANCE CONTRACT : Wherever AMC/CSMA/FSMA is applicable, the same shall be governed by the terms and conditions specified as follows :-

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, RI's) :	For Working Hours (CMPDI, HQ) :
10:00 hrs. – 17:00 hrs (7 hours)	9:30 hrs. – 17:30 hrs (8 hours)
1st day from	1st day from
12.00 hours to 5.00 hours = 5.00	12.00 hours to 5.30 hours = 5.30
hours	hours
2nd day from	2nd day from
10.00 hours to 11.00 hours	9.30 hours to 11.00 hours = 1.30
1.00 hours	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

#### 19. INSPECTION :

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.

#### 20. ELIGIBILITY CRITERIA FOR PARTICIPATION:

(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:-

a. **For Consumables and Spares: At least 20% of the total required quantity of this tender.**

b. For Equipment: At least 50% of the total required quantity of this tender.

(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.

(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 **Annexure-B**), along with Part I (Techno-commercial Bid) of the tender, in support of their eligibility as stipulated above.

(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.

#### NB:

(a) "Total required quantity of the tender" is specified in the Technical Parameter Sheet (TPS).

- (b) Similar item(s) is specified in the Technical Parameter Sheet (TPS).
- (c) Failure to upload the above documents shall render such bid liable for rejection.

**21. PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :**

(a) Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.

(b) **Micro & Small Enterprises –** Purchase preference will be applicable to the Micro & Small Enterprises as per provision of Micro, Small and Medium Enterprises Development Act, 2006 and the Govt. of India guidelines issued from time to time. The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notorised copy of the complete set of valid registration certificate with their offer.

**22. Imported items offered by Indian Bidder:** In case the tendered item(s) are imported by an Indian Agent / Distributor and offered to CMPDI in Indian Rupees, the Indian Agent / Distributor shall have to submit the following documents with each supply:

- (i) Principal's Invoice or Packing List – original as well as certified photo copy.
- (ii) Certified photo copy of Airway Bill/Bill of Lading.
- (iii) Bill of Entry for Home Consumption – Original as well as certified photo copy.
- (iv) A certificate from the Auditor that : "Certified that the Customs Duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer".

The originals as mentioned above shall be returned to the successful Bidder after verification and endorsement.

**23. 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.**

**24. DEEMED EXPORT:** If the Bidder has quoted the item(s) under deemed exports, then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Govt. of India. CMPDI's responsibility shall only be limited to the issue of required certificate. The offer shall be unconditional and phrases like "subject to availability of deemed exports benefits", etc. shall not be accepted.

**25. CONSIGNEE PARTICULARS:**

**General Manager (E&M), Regional Institute-6, CMPDI, Jayant, Singrauli.**

**26. Certificate for Indigenous content (if applicable):** 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. Submission of Samples:**

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. BANNED OR DELISTED SUPPLIERS:** Bidders would give a declaration in the Commercial Bid, **Annexure VI**, 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. Following shall be confirmed by Bidder in respect of Computers, Computer Peripherals, Software, etc.**

**a. UNDERTAKING OF AUTHENTICITY**

*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.*

**b. INDEMNITY FOR PATENT RIGHT**

*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.*

**30. SUB-CONTRACT:** Sub-Contract will not be allowed in part or in whole under any circumstances.

**31. RIGHT OF ACCEPTANCE:** 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.

**32. RIGHT TO INFORMATION ACT:** Any document/information submitted by the Bidder can be made public at appropriate stage, as per Right to Information Act, 2005.

**33. General terms and Conditions:** 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.

**(to be uploaded on-line).**

**35. ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises / Govt. Depts only) :**

“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. NON-DISCLOSURE / CONFIDENTIAL CLAUSE:**

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature,

including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

37 **JURISDICTION:** Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Waidhan.

38. **DELIVERY PERIOD:** 45Days from the receipt of Supply Order.

General Manager (E&M)  
Regional Institute-6  
CMPDIL

**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.
4. **Annexure – I** Technical Parameter Sheet & Commercial Terms and Condition.
5. **Annexure – II** General Terms and Condition.
6. **Annexure – III** Format E- Payment
7. **Annexure – IV** Format of Bank Guarantee
7. **Annexure – V** Format of Integrity Pact, if applicable.
8. **Annexure – VI** Specimen of Commercial Bid.

**Format of Letter of Bid (LOB)**

**LETTER HEAD OF BIDDER**

To,  
The HOD/General Manager (E&M),  
CMPDI Ltd., Regional Institute-6,  
P.O. Jayant Colliery, District Singrauli (MP), PIN: 486 890.

**Sub: LETTER OF BID**

**Ref:** CMPDI/RI-6/E&M/DG SET/2015-16/438 Date: 17/03/2016

**Tender ID:** .....

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.

**DSC Holder:**

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

Yours faithfully,

(Signature of Bidder **OR**  
Authorised person of Bidder **OR**  
DSC Holder bidding online with authorisation from Bidder)

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

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

NON JUDICIAL STAMP PAPER OF 10.00

**I/We** do hereby authorise M/s/Mr/ ..... Address ..... for online bidding on behalf of me / us for the e-tenders invited by Central Mine Planning & Design Institute Limited, Ranchi on <http://coalindiatenders.gov.in>.

Signature Seal of the DSC  
Holder Authorised for online  
bidding on behalf of the bidder.

Signature Seal of the Bidder  
Authorising the DSC Holder for  
online bidding.

Signature & Seal of the NOTARY

**“Format of Undertaking for Execution of Supply Order”**  
**LETTER HEAD OF BIDDER**

To,  
**The General Manager (E&M),**  
E&M Department, Regional Institute-6,  
CMPDI, Jayant,  
Singrauli – 486890. (Madhya Pradesh).

**Sub:** Certificate for Execution of Supply Order.

**Ref:** Tender No. **CMPDI/RI-6/ E&M/DG Set/2015-16/438 dated 17.03.2016**

**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: -

(1) Supply Order No:-

(2) Date of Supply Order: -

(3) Name of the Purchaser:-

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

**Supply installation and commissioning should be done within 45 days from the receipt of Supply Order.**

Tender Inviting Authority: General Manager (E&M)	
Name of Work: Supply, installation and commissioning of 100 KVA DG Set for CMPDI RI-6	
NIT No: CMPDI/RI-6/E&M/DG Set/2015-16/438 dated 17/03/2016	
Bidder Name:	

**TECHNICAL PARAMETER SHEET**

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	Overall
1	item1	Supply, installation (on PCC platform and earthing arrangement both to be done by bidder), testing and commissioning of 01 nos of Diesel Generator Set of Capacity 100 KVA at 0.8 P F, 415 V, 3 Ph, 50 Hz with Standard Control Panel and Acoustic Enclosure having CPCB-II norms compliance to be installed at CMPDI, RI-VI, Jayant.	1	Make of DG set	NA	BIDDER TO INDICATE				FALSE	
				Model No. of DG set	NA	BIDDER TO INDICATE				FALSE	
				CAPACITY / RATINGS:							
				KVA :100 KVA at 0.8 P F							
				Voltage :415 V, 3 Ph, 50 Hz	NA	AGREED or DISAGREED	AGREE	SELECT		FALSE	

RPM: 1500						
<b>SCOPE OF SUPPLY / WORK:</b>						
Diesel Engine	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Alternator	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Base frame with anti vibration Mountings	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Fuel tank of adequate capacity for minimum 8 hours operation	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Standard Control panel	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Acoustic enclosure	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Construction of PCC platform for installation of D.G. set	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Earthing with 4 nos of earth Pits with GI pipe conforming to IS:3047 duly connected with GI strip of 25x6 mm size	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Installation, Testing and commissioning of D.G. Set with interconnecting and control cables as required	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Trial run / P.G test of D.G. set at full load for 8 hrs continuous with load bank of required capacity to be arranged by the bidder	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Obtaining the required approvals / NOC from competent authority for Singrauli for the D.G set installations	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Any other item(s) not specified above, but required for the completeness of the D.G. set, its installation, testing and commissioning are also included.	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
<b>PRIME MOVER: DIESEL ENGINE:</b>						
Make of Diesel Engine	NA	BIDDER TO INDICATE				FALSE
Type / Model no. of Diesel Engine	NA	BIDDER TO INDICATE				FALSE
BHP	NA	BIDDER TO INDICATE				FALSE
RPM : 1500	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE

Cooling : Air / Water / liquid cooled	NA	BIDDER TO INDICATE			FALSE
Bore and stroke (mm)	NA	BIDDER TO INDICATE			FALSE
Displacement (C.C.)	NA	BIDDER TO INDICATE			FALSE
Electrical Battery Starting Voltage-12 Volt DC with charging Alternator	NA	AGREED or DISAGREED	AGREE	SELECT	FALSE
Number of cylinders minimum 2 nos.	NA	AGREED or DISAGREED	AGREE	SELECT	FALSE
<b>The engine shall complete with following equipments:-</b>	NA	AGREED or DISAGREED	AGREE	SELECT	FALSE
Air filter					
Lub oil pump					
Lube oil filter					
Lube oil pressure guage					
Lube oil temperature Guage					
Fuel injection system with fuel pump, Nozzles etc.					
Fuel filter					
Water/coolant temperature guage (For water/liquid cooled engine)					
Exhaust silencer					
12V DC electric starting system and cables					

Engine protection against high temperature, low lub oil pressure and over speed						
First fill of lube oil						
Any other item(s) required for completeness of the engine are also to be provided.						
The engine shall have valid Type Approval certificate and Conformity of Production certificate for compliance of CPCB-II norms ,2014.	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
<b>ALTERNATOR:</b>						
Make of Alternator		BIDDER TO INDICATE				FALSE
NA						
<b>Ratings:</b>						
KVA: 100 KVA	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Voltage System: 415V, 3 Ph, 50 Hz						
RPM: 1500						
Rated P.F: .0.8 ( lag )						
<b>Other Specs:</b>						
Type : Brushless	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Class of insulation: H						
Type of enclosure: SPDP						
<b>STANDARD CONTROL PANEL:</b>						
Make/ Type of Control Panel:	NA	BIDDER TO INDICATE				FALSE
Control Panel Features	NA	BIDDER TO INDICATE				FALSE
Gen-Set parameter monitoring Display- voltage,current,frequency etc.						
Engine Parameter Monitoring Display						
Circuit Breaker: MCCB / MCB for Short Ckt. & Overload Protection						

Safety features : Low lub. Oil pressure,high temp., auto shut down and Alarm against faults	NA	BIDDER TO INDICATE				FALSE
<b>ACCUSTIC ENCLOSURE:</b>						
The D.G. set shall be supplied with an acoustic enclosure of the following specifications –	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
Sound level out side the Enclosure not more than 75 dB(A) at 1 Mtr from enclosure surface						
CPCB - II compliant						
The manufacturer must have valid Type Approval certificate and Conformity of Production certificate for the offered model D.G. set for compliance of noise limits and CPCB emission norms.	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
<b>INSTALLATION, TESTING &amp; COMMISSIONING:</b>						
(i) PCC foundation and 04 nos. earth pits (with 40 mm dia GI pipe, GI strip 25x6mm, cover plate having locking arrangement, charcoal and salt as required) for DG set at site to be done by the supplier	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
<b>PERFORMNCE TEST:</b>						
Performance test of D.G. Set as a whole, at its rated capacity over a continuous period of 8 hours is to be conducted. This is to be conducted at site by the supplier at full load beforehand it over to CMPDI. Required load bank for testing shall be arranged by supplier at both sites.	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE
<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>						
<b>***BY TENDER INVITING AUTHORITY***</b>						

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**

**Commercial Terms & Conditions**

Tender No.:	CMPDI/RI-6/E&M/DG Set/2015-16/438 date 17.03.2016
Name of Work:	Supply, installation and commissioning of 100 KVA DG Set for CMPDI RI-6

**COMMERCIAL PARAMETER SHEET  
COMMERCIAL TERMS & CONDITIONS TO BE CLEARLY INDICATED / CONFIRMED BY THE BIDDER**

**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.**

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	<b>FALSE</b>	
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> ?	Agreed	<b>TRUE</b>	
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?	Agreed	<b>TRUE</b>	
4.00	Has firm price been quoted as per <b>Clause 6</b> of the Tender Document?	Agreed	<b>TRUE</b>	
5.00	Has the Payment Terms, as applicable, in line with <b>Clause 8</b> of the Tender Document been accepted?	Agreed	<b>TRUE</b>	
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> ?	Agreed	<b>TRUE</b>	
7.00	Has the Liquidated Damages & Force Majeure Clause as per <b>Clause 10 &amp; 11</b> of the Tender Document been accepted respectively?	Agreed	<b>TRUE</b>	
8.00	Has the Price Fall Clause as per <b>Clause 12</b> of the Tender Document been accepted?	Agreed	<b>TRUE</b>	
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> ?	Agreed	<b>TRUE</b>	
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?	Agreed	<b>TRUE</b>	

ANNEXURE – II

**GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES**

**1. Definition**

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

- (xi) "Stores" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- (xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- (xiii) The term "Site" shall mean the place or places named in the "supply order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- (xv) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- (xvi) "Unit" and "Quality" means the unit and quantity specified in the schedule.
- (xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

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

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

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

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

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

#### 6. (a) Parties

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

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

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

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

(ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown

separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

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

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

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

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

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

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

#### **(b) Change in a Firm**

- (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such

case the supplier shall have no claim whatsoever to compensation against the purchaser.

(iii) If the contract is not determined as provided in the sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

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

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

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

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

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

- (i) Shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
- (ii) Shall use such material economically and solely for the purpose of the contract.
- (iii) Shall not dispose of the same without the previous permission in writing of the purchaser; and
- (iv) Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

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

(c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by 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 spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

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

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

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

## **15. Inspection and Rejection**

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

**(a) Facilities for Test and Examination** –The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

**(b) Cost of Test** –The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

**(c) Delivery of Stores for Test** –The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

**(d) Liability for Costs of Laboratory Test** –In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs

incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

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

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

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

**(i)** The Inspector shall have the power:

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

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

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

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

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

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

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

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

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

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

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

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

**(m) Removal of Rejection**

- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

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

## 16. Packing and Transport

- (a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

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

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

## 17. Delivery:

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

- 18. In the event of failure to 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 order in respect of the consignment not yet due for supply or –
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

20. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (14) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

21. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

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

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

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

### **24. Freight**

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

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

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

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

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

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

### **27. Corrupt Practices**

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

## 28. Insolvency and Breach of Contract

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

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

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

(c) If the supplier commits any breach of the contract not herein specifically provided For,

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

## 29. Progress Reports

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

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

SIGNATURE OF ISSUING AUTHORITY

## E-PAYMENT

**To  
The General Manager (E&M),  
Central Mine Planning & Design Institute Ltd.,  
Regional Institute – VI,  
PO-Jayant,  
Dist. – Singrauli (MP),  
PIN – 486890.**

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

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

**(TO BE FILLED IN CAPITAL LETTERS)**

### 3. Bank Particulars .

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

5. Permanent Account Number (PAN )											
---------------------------------------	--	--	--	--	--	--	--	--	--	--	--

6. CMPDI Vendor Code :

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

---

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

**2. BANK CERTIFICATION**

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

---

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

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Messers \_\_\_\_\_, a company having its office at \_\_\_\_\_ (hereinafter, called the seller) has entered into a contract No. \_\_\_\_\_ dated. \_\_\_\_\_ (hereinafter called the said contract) with CMPDI Limited (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.

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 ..... Branch, ..... [Branch Code:  
1]

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
Bank Limited

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

## **FORMAT OF BANK GUARANTEE FOR 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 CMPDI Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

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.

1. 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 \_\_\_\_\_ .
2. 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.
3. 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.

4. We, \_\_\_\_\_ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.
5. 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 .....Branch, ..... [Branch Code: \_\_\_\_\_]

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
Bank Limited

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

### 3. INTEGRITY PACT

Between

Central Mine Planning and Design Institute Limited (CMPDI) hereinafter referred to as "Principal"

And

..... hereinafter referred to as "The Tenderer/Contractor"

#### 4. Preamble

The Principal intends to award, under laid down organizational procedures, contract for ..... 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 Tenderers/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal has appointed external independent Monitors (refer Clause 26 of Terms and Conditions) 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 the 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 Tenderers with equity and reason. The Principal will in particular, before and during the tender process. Provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer 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 Tenderer/Contractor

- (1) The Tenderer/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 Tenderer/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 Tenderer/Contractor will not enter with other Tenderers 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 cartelization in the bidding process.
3. The Tenderer/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Tenderer/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 Tenderer/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 Tenderer/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 Tenderer, 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 Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Tenderer/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 Tenderer/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 Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Tenderer 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 freshly and after obtaining independent legal advice.
- (3) If the Tenderer/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 Tenderer from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer 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 Tenderer agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer/Contractor can prove and establish that the exclusion of the Tenderer from the tender process or the terminate of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Tenderer/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section-5 - Previous transgression.**

(1) The Tenderer 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 Tenderer 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 Tenderers/Contractors/Subcontractors**

(1) The Tenderer/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 agreement with identical conditions as this one with all Tenderers, Contractors and Subcontractors.

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

#### **Section-7 Criminal charges against violating Tenderers/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Tenderer, Contractors or Subcontractor, or of an employee or a representative or an associate of a Tenderer, 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 representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons 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 Tenderer/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 meeting.

- (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 and being extended to/provide 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 offences 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 the Tenderers 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 lapse of this pact as specified above, unless it is discharged/determined by the 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. Ranchi.
- (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

Place .....

Date .....

.....  
For the Tenderer/Contractor

Witness 1: .....

Witness 2: .....

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
**COMMERCIAL BID**

<b>NIT No.</b>		<b>CMPDI/RI-6/E&amp;M/DG Set/2015-16/438 dated 17.03.2016</b>	
<b>TENDER FOR</b>		<b>Supply installation and commissioning of DG Set</b>	
<b>Bidder Name</b>			
<b>NOTE:1</b>	<b>In case any cell of this bid sheet is found protected, the Bidders are advised to get the sheet downloaded and then to prepare a separate sheet of their own and fill all requisite information therein before uploading the same, on-line, as per NIT.</b>		
<b>COMMERCIAL TERMS &amp; CONDITIONS TO BE CLEARLY INDICATED/ CONFIRMED BY THE BIDDER</b>			
<b>NOTE:2</b>	<b>The bidder is advised to go through the terms and conditions of the NIT before filling the on-line bid. Thereafter, the bid should be submitted/uploaded as per the NIT.</b>		
<b>1</b>	<b>DETAILS OF THE FIRM</b>	Name of the Firm	
		Offer Reference No. and Date	
		Address of the Firm for Correspondence	
		FAX Number of the Firm	
		Name of Contact Person, with Designation	
		Contact Number (Tel. No. with STD Code/ Mobile Number)	
		E-Mail ID of the Contact Person	
<b>2</b>	<b>DETAILS PAYMENT FOR BIDDER TO (FOR EFT)</b>	Bank Account Name	
		Bank Account Number	
		Name of Bank and Branch	
		CITY / TOWN	
		DISTRICT / STATE	
		Branch Code RTGS	
		Branch IFSC Code	
<b>3</b>	<b>DETAILS OF EARNEST MONEY DEPOSIT</b>	Amount	
		UTR No. & Date	
		Name of the Issuing Bank	
<b>4</b>	<b>EARNEST MONEY DEPOSIT EXEMPTION DOCUMENT, ANY IF</b>	Category of the Bidder	
		Document Reference No. & Date	
		Name of the Issuing Authority	
		Validity of the Document	

		Details of Items for which Exemption is claimed		
5	<b>SECURITY DEPOSIT EXEMPTION DOCUMENT, ANY</b> <b>IF</b>	Category of the Bidder		
		Document Reference No. & Date		
		Name of the Issuing Authority		
		Validity of the Document		
		Monetary Limit as per the Document		
6	<b>PROOF OF BEING A MANUFACTURER / DEALER, IF ANY</b>	Type of Registration (SSI / DGS&D / NSIC / etc.) / Authorisation Certificate, in case a Dealer		
		Document Reference No. & Date		
		Name of the Issuing Authority		
		Validity of the Document		
7	<b>REGISTRATION No. for MICRO, SMALL &amp; MEDIUM ENTERPRISES</b>	Industry Type		
		Registration No.		
		Name of the Registering Authority		
		Validity of the Document		
<b>NOTE:3</b>	All details are to be carefully filled in by the bidder and relevant documents are to be uploaded in the website.			
Sl. No.	<b>NIT PROVISIONS TO BE CONFIRMED BY THE BIDDER</b>	<b>CONFIRMATION OF THE BIDDER</b>	<b>Rate in Percentage</b>	
8	Packing & Forwarding Charges, if any	Select		
9	Freight Charges, if any	Select		
10	Transit Insurance Charges, if any	Select		
11	Excise Duty, if applicable	Select		
12	Central Sales Tax (CST), if applicable	Select		
13	VAT, if applicable	Select		
14	Basis of Price	Select		
15	Supply Point, from where the material will be supplied			
16	Service Tax on Installation and or Annual Maintenance Contract, if applicable	Select		
17	Entry Tax, if applicable	Select		

18	<b>Delivery Requirement</b>	As specified in the TPS/NIT	Select	
		If specified delivery schedule can not be adhered to		
19	<b>Guarantee / Warranty</b>	As specified in the TPS/NIT	Select	
		If specified gty. / wte. can not be adhered to		
20	<b>Appointment of Indian Agent by Overseas Bidder</b>	Name of the Indian Agent		
		Complete Address of the Indian Agent		
		Details of Services to be rendered by the Indian Agent		
		Agency Commission payable to the Indian Agent		
21	<b>BANNING / DE-LISTING BY GOVT./PSU/QUASI-GOVT. BODY</b>	Whether Banned or De-listed by Govt./PSU/Quasi-Govt. Body	Select	
		Name of the Organisation imposing the ban / de-listing		
		Address of the Organisation imposing the ban / de-listing		
		Reference of the letter imposing the ban / de-listing		
		If banned / de-listed, a copy of the letter of banning to be enclosed	Select	
		Ban / de-listing lifted or not		
22	Central Excise Registration No. of the Bidder / Consignor			
23	TIN No.			
24	Agreed that there is no deviation from NIT	Select		
25	Name of the DSC Holder			
26	Name of Authorised Signatory of the Bidder / Firm, with Designation & Contact No.			