



(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-2, कोयला भवन परिसर, कोयला नगर, धनबाद - 826005, झारखंड (भारत)

**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-II, Koyla Bhawan Complex, Koyla Nagar, Dhanbad - 826005, Jharkhand (INDIA)  
Corporate Identity No.- U14292JH1975GOI001223

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

I	Tenders are invited on-line from Manufacturers / Authorised Agents / Stockists only, for the Supply of Glassware & Chemicals for Environment lab at CMPDI, RI-II, Dhanbad as per the Schedule of Requirement / Technical Specification, etc. (ANNEXURE – I), General Terms And Conditions (ANNEXURE-II) and terms & conditions given below.		
a.	Where the offer is submitted by a Manufacturer, scanned copy of documentary evidence of being the same should be uploaded along with the e-bid.		
b.	Where offer is submitted by an Authorised Agent / Stockist, scanned copy of documentary evidence of being the same, viz. valid Authorisation certificate issued by the Principal, should be uploaded along with the e-bid. The Authorisation letter should have the following details:- <div><div>1. Name and Designation of the Authority issuing the Certificate;</div><div>2. FAX No. / Contact No. and e-mail id of the Authority;</div><div>3. Date of issue of the Certificate and Validity of the Authorisation;</div><div>4. Specific Reference of the Tender for which the Authorisation has been issued.</div></div>		
II	DETAILS OF TENDER :		
a	TENDER NO: CMPDI/RI-II/e-TENDER/Glassware & Chemicals/15-16/4303 dt. 19.02.2016		
b	MODE OF TENDERING	ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>	
c	TYPE OF TENDER	TWO BID	
d	ESTIMATED VALUE OF TENDER	Rs. 5,90,183	
e	TENDER FEE	Not applicable	
f	EARNEST MONEY DEPOSIT : (TO BE SUBMITTED OFF-LINE)	<div>As per annexure-I (amount of EMDs applicable as per quoted types of items)</div>	
	EMD shall be accepted in Rupees		
	The EMD should be submitted through NEFT/RTGS. The list of the quoted items along with details of EMD for each item should be uploaded alongwith the documents while bidding. The date of payment should be prior to the End Date and Time of Bid Submission. Please also refer note (iv) of the following page.	EMD to be submitted either online ( refer clause no 14)	
g	INTEGRITY PACT	NOT APPLICABLE	
III	TIME SCHEDULE OF TENDER:		
Sl. No.	Particulars	Date	Time
a.	Document download start date	As available on the website: <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a>	
b.	Document download end date		
c.	Bid Submission Start Date		
d.	Bid Submission End Date		
e.	Start date of seeking Clarification on-line		
f.	Last date of seeking Clarification on-line		
g.	Due date of opening of Bid.		

<p><b>NOTE:</b></p> <p>(i) If the due date of opening falls on a holiday, the Tender will be opened on the next working day.</p> <p>(ii) <b>In case minimum 03 (three) Bids are not received within originally stipulated time, the tender submission date will be extended initially for 02 (two) days and if still less than 03 bids are received, the tender submission date will be extended by another 05 (five) days automatically by the system.</b></p> <p>(iii) If a bidder wants to quote only for some of the items in a tender, he should click the radio button of 'YES' against the question '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 <u>the bidder does not want to quote</u>. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items <u>which he is quoting/bidding</u> for in the space provided against 'Upload EMD exemption document' which should be digitally signed before moving to <b>Next Page</b>.</p> <p>(iv) Tenderers are requested to visit the websites from time to time, up to the due date of opening, to ensure that they have not missed out on any corrigendum uploaded subsequently in respect of the tender under reference. However, System generated e-mail/SMS will be sent automatically to such vendors who have saved that particular tender as 'Favourite' tender. The sole responsibility of downloading the corrigendum, if any, will be that of the tenderer, since no separate intimation in respect of the corrigendum will be issued individually to the tenderers.</p> <p>(v) There will be no physical / manual sale of the Tender Document.</p> <p>(vi) There is no tender fee and the bidders can download the Tender Document free of cost.</p> <p>(vii) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.</p>
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<p><b>IV INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS :</b></p> <p><b>Requirements for Vendors</b></p> <ul style="list-style-type: none"> <li>· P.C. connected with internet.</li> <li>· Registration with Service provider portal <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a></li> <li>· The vendor should possess a Class II/III Digital Signature Certificate (Mandatory).</li> <li>· (Bids will not be recorded without Digital Signature Certificate.)</li> <li>· If any clarification is required, the Bidders are requested to contact M/s. NIC. at the following contact Numbers, before the schedule time for submission of the bid:- NIC Toll Free Telephone Number : 1800-3070-2232 ; 91 7878007972 ; 91 7878007973 Help desk No. at CMPDI, RANCHI: 0651- 2233058</li> </ul> <p><b>Contact person for this Tender: Mr. AMIT ROY, Ch. Mgr. (Mining)</b> <b>Contact No.: 8987788834</b></p> <p><b>Registration / Enrolment of Bidder on the above e-procurement Portal:-</b></p> <p>In order to submit the bid, the Bidders have to get themselves registered online on the e-procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) of Govt. of India, which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the Bidder, whereas DSC holder may be either the Bidder himself or his duly authorized person. For registration, Submission procedure and method of correspondence, etc., Bidders are requested to visit our website: <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a>.</p> <p><b>To obtain the Class II / III digital signature certificate or further details Bidders are requested to visit our website: <a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a>.</b></p> <p><b>Note:</b> <i>If the DSC holder is bidding on-line on behalf of the Bidder, the Power of Attorney or Authorization (self authenticated and attested by Public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in Annexure IV. If the Bidder himself is the DSC holder, bidding online, then Power of Attorney or Authorization is not required.</i></p> <p><b>Help for participating in e-tender:</b></p> <p>The detailed method for participating in the e-procurement process is available on the website: "<a href="http://coalindiatenders.gov.in">http://coalindiatenders.gov.in</a>". The Bidders have to Log on to the official 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, CMPDI shall not be liable to the Bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.</p>
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V	<p><b>METHODOLOGY OF SUBMISSION OF BID AND ITS EVALUATION:</b></p> <p><b>A.</b> The bid will be submitted electronically online on the e-procurement portal (<a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>) with valid Digital Signature Certificate (DSC).</p> <p><b>B.</b> The Bidders have to accept unconditionally the on-line 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-III</b>) will be downloaded by the Bidder and <u>will be printed on Bidder’s letter head</u> 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 ‘J’), in Part-I / Cover-I while submitting his bid. The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.</p> <p><b>F. Technical Parameter Sheet:</b> The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item <b>along with 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 information will be furnished on this Excel file. Thereafter, the Bidder must upload the same Excel file during Bid submission in Part-I / Cover-I while submitting his bid. Non-compliance of any of the parameters for any of the item will disqualify the Bidder.</p> <p><b>H. Price Bid / BOQ:</b> The Price Bid containing the Bill of Quantity (BOQ), which is in Excel Format, will be uploaded during tender creation. The Price Bid / BOQ comprises of the following Sheets:</p> <p><b>I. Top Sheet of the Price Bid / BOQ:</b></p> <p>Bidders are required to select the Currency in which they desire to quote the prices, from the dropdown menu available in this sheet (<b>INR or Other Currency</b>).</p> <p>Bidders are required to fill up the relevant details only. Entry of Price is not allowed in the Top Sheet.</p> <p><b>II.</b> Depending on the selection of the Currency made in the Top Sheet of the BOQ, following options shall be available:</p> <p>(a) <b>Bid_INR</b> :- In case Currency selected as “INR”,</p> <p>(b) <b>Bid_Other</b>:- In case currency is selected as “Other Currency”.</p> <p><b>Submission of information / Price in ‘Bid_INR’ &amp; ‘Bid_Other’:</b></p> <p>The Price bid / BOQ containing the above Sheets in Excel File will be downloaded by the Bidder and the rates, taxes &amp; 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.</p> <p>Price is to be quoted in the following manner:</p> <p><b>(A) Bidders Who Desire To Submit Offer Only in “INR”:</b></p> <p>Bidders will select the <b>Type of Currency</b> as “INR” in the BOQ. After this selection, <b>Sheet Bid_INR</b> 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.</p> <p><b>(B) <u>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”:</u></b></p>
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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.

#### **I. 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**’. 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.

#### **J. 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.

**K. 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.

#### **L. 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.

#### **M. 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.

#### **N. 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. .... 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

	<p>transit insurance charges)”.  <i>For Foreign Bidder</i> “Landed price (i.e. quoted FOB price plus other loadings as per provisions of NIT to arrive at FOR Destination price) <b>as per the factors given at Clause Nos. .... in the NIT.</b> If there is no acceptable foreign bidder, then the evaluation of the domestic bidders will be made on FOR destination basis.</p> <p><b>O. Tender Status:</b></p> <p>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.</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-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.</p> <p>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.</p> <p><b>O. Placement of Order:</b></p> <p>After establishment of techno-commercially L-1 bidder, the copy of the Purchase Order will be uploaded on the portal and the original copy will be sent to the Bidder(s) through registered / speed post. <del>Any amendments to the Purchase Order shall also be uploaded in the Portal.</del></p> <p>On receipt of supply order, the successful tenderer shall submit receipt and acceptance of the supply order within 15 days from the date of receipt of the order.</p>
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<b>VI</b>	<b>Important Information:</b>
A	Bidders are advised to <b>download the Tender Details, the complete Tender Document, including the Annexures and files available for downloads.</b> Bidders are also advised to go through this e-tender document carefully and submit their quotation on-line in the Technical, Commercial and Price Bid format given on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> . The files (.xls format) downloaded should be carefully filled in and again uploaded on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> . Due care should be taken to check all the entries in each of the sheets before uploading and authorising (submitting).
B	Tender can not be accessed on-line after the <b>DUE DATE and TIME of submission</b> , as available under TENDER DETAIL of this tender on the website: <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> .
C	Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order.
D	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 <b>Clause 3.2.2</b> , the manual calculation shall prevail.
H	<b>ON-LINE CONFIRMATION OF BIDS WILL BE FINAL:</b> Acceptance/confirmation of NIT terms in ON Line Bid will only be treated as final. No other terms and conditions offered by the Bidder in any other form will be considered.

I	<b>SCANNED COPY OF DOCUMENT TO BE UPLOADED ALONG WITH THE BID.</b> The Bidders must submit scanned copies of the following documents, <b>along with Part-I of the bid (Techno-commercial bid)</b> , in .pdf file (preferably in one file).		
	<b>Sl. No.</b>	<b>Description</b>	<b>Reference of the Tender Document</b>
	(i)	Letter of Bid on the Letter Head of the Bidder, as per the enclosed format.	<b>Clause V (D) and Annexure-III</b>
	(ii)	Details of EMD submitted OR valid exemption certificates summarized hereunder: - (a) In case of Central/ State Government Organization/ PSU; undertaking from competent authority for claiming exemption towards EMD, duly signed & stamped. -OR- (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. -OR- (c) Copy of complete set of DGS&D registration certificate self-attested and <b>notarized</b> , if applicable. -OR- (d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority, self-attested and duly notarized.	<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)	<del>Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory, if applicable.</del>	<del><b>Clause No. II (g), VII (1) &amp; Annexure - V</b></del>
	(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 Sales 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.1</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>Bidder has to submit in their letter head</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)	Supporting Brochure of the offered model conforming to all the technical parameters of the Tender Document / TPS.	<b>As per the TPS</b>
	(xiii)	A certificate to the effect that Warranty / Guarantee shall be provided for a period of at least 01 (one) year from the date of commissioning of the equipment.	<b>As per the TPS</b>
	(xiv)	Name, Address and telephone no., from where the Bidder will provide on site comprehensive warranty and AMC services for the machines installed at the respective location.	<b>As per the TPS</b>
	(xv)	Any other document required to be submitted by the Bidder as per the Tender.	
	<b>N.B.:</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 can not 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;		

<b>VII</b>	<b>COMMERCIAL TERMS AND CONDITIONS:</b> Bidders are requested to go through the following terms and conditions carefully before submitting the On-line Bid. <i>The Clauses which are not applicable in this Tender have been struck off.</i> <b><u>It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below :</u></b>
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1.	<p><b>INTEGRITY PACT (If applicable) :-</b></p> <p>Central Mine Planning &amp; Design Institute Limited (CMPDI) has entered into an m.o.u with M/s. Transparency International India for implementation of Integrity Pact for <u>tenders valuing <math>\square</math> 1.00 crore and above.</u> The <u>Integrity Pact</u> 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.</p> <p><b>In case this is not submitted along with the tender, the tender may be considered as unresponsive and may not be considered further for evaluation.</b></p> <p>Name and address of Independent External Monitors is as under :-</p> <table><tr><td>1</td><td>Prof (Dr.) L. C. Singhi, IAS (Retd.) L-31 Third Floor, KAILASH COLONY, NEW DELHI -110 048.</td><td>2</td><td>Dr. S. M. Jharwal, IES (Retd.), Flat No. 69, IES Apartment, Plot No. 9, Sector 4, Dwarka, New Delhi -110 075.</td></tr></table>	1	Prof (Dr.) L. C. Singhi, IAS (Retd.) L-31 Third Floor, KAILASH COLONY, NEW DELHI -110 048.	2	Dr. S. M. Jharwal, IES (Retd.), Flat No. 69, IES Apartment, Plot No. 9, Sector 4, Dwarka, New Delhi -110 075.
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.		
2.	<p><b>PRICE :</b> Price Bid shall be submitted through Enterprise Procurement System (EPS) through internet.</p>				
a.	<p>(i) For the bidders from India, price quoted should be on FOR DESTINATION basis, for delivery up to Consignee / Consignee end (Clause -25). The prices should be quoted in the specified format available on-line. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.</p> <p>(ii) Overseas Bidders shall quote the prices on FOB port of shipment basis in any freely convertible currency indicating the Country of Origin, Bank Details, etc. Such Bidders have the choice to submit their offer in any of the following currencies: (a) US Dollar (US\$); (b) Euro (€) ; (c) GBP (£) (d) Japanese Yen (¥) and (e) Australian Dollar. This is mandatory and if not complied with, the bid is liable for rejection.</p> <p>The details in PART- I (COMMERCIAL BID / SHEET) must indicate the name &amp; address of their agents in India. It should also confirm that the commission payable, if any, to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in (COMMERCIAL BID / SHEET).</p> <p><b>NOTE:</b></p> <p>(a) In case of Equipment with imported content, where the requirement is for both “Replacement” and “Additional”, the tenderer will be required to quote separate prices taking into consideration “NORMAL CUSTOMS DUTY” and “PROJECT CONCESSIONAL DUTY”. In case only one price is quoted by a bidder, it shall be presumed that the quoted price is same for both types of requirement.</p> <p>(b) Any additional levy or increase in the rates of taxes, duties, octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</p>				
b.	<p><b>TAXES AND DUTIES :</b></p> <p><b>I) Excise Duty,</b> if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.</p> <p>The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid and the value in the price bid. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the Excise Duty, the same must also be confirmed with valid documentary evidence.</p> <p>In case the rate of Excise Duty varies with the turnover of the Company and the offered price is exclusive of Excise Duty, then the maximum rate currently leviable will be loaded on the quoted price in case the firm fails to specify the exact rate applicable for supplies against the instant tender.</p> <p>Wherever, the Bidder claims exemption from payment of ED and/ or ED is not applicable, the payment on account of ED at a latter stage (if any) will be borne by the Bidder.</p> <p><b>II) <del>CENVAT CREDIT:</del></b> <del>CMPDI avails CENVAT Credit for the Goods/Services for which the same is available. Tenderers are, therefore, advised to quote Excise Duty &amp; Service Tax applicable on the quoted items separately. The bidder shall confirm that in the event of an order, following shall be submitted by them along with each supply for availing the benefit of CENVAT credit:-</del></p> <p><del>a) Central Excise Registration Number of the consignor incorporated in the Tax Invoice raised by the supplier.</del></p> <p><del>b) The invoice of the supplier shall be marked as “DUPLICATE FOR Transporter” for availing CENVAT Credit.</del></p> <p><b>III) <del>Cenvat credit on Excise Duty and Service Taxes,</del></b> 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</p>				



	<p>be applicable in case of concessional Excise Duty (i.e. @ 1% advalorem).</p> <p><b>IV) <del>Cenvat credit can be availed</del></b> in case of imported consignment (directly or through dealers) where Countervailing Duty (CVD) &amp; Special Additional Duty (SAD) are paid. <del>Set off of CVD &amp; SAD element shall be considered while arriving at landed cost vis-à-vis ranking of the firms. In case of imports, credit of CVD and SAD shall be availed on the strength of Bill of Entry filed in the name of CMPDI. In case Goods are imported by a vendor in whose name Bill of Entry is filed, Vendor has to issue Dealer's Excise Invoice in favour of CMPDI to pass on credit. Where in case dealer is claiming refund of SAD, he will not mention SAD amount on Excise Invoice and accordingly set off of SAD will not be considered on SAD while arriving at landed cost vis-à-vis ranking of the firms. Bidders have to clearly indicate the elements against which CENVAT credit will be passed on to CMPDI without any ambiguity. CVD, SAD amounts have to be clearly indicated separately in price bid to avail benefit of CENVAT credit.</del></p> <p><b>V) SALES TAX/VAT:</b> The legally applicable rate of Sales Tax/VAT should be clearly mentioned. Set-off being extended to CMPDI as per provisions of VAT shall be considered while arriving at landed cost vis-à-vis ranking of the firms.</p>						
c.	<p>In case the supplier has to arrange importation and pay Customs Duty, Clearance Charges, etc., the rates quoted should be on FOR Destination basis and safe arrival of the consignment from Country of Origin to Destination will be the responsibility of the supplier. In such a case Sales Tax and Statutory Local Levies (if any) will be payable extra as applicable. The applicable rate of Sales Tax/VAT should be clearly mentioned.</p> <p>No Excise Duty will be payable. The Bidder shall submit a certificate issued by the Auditor certifying that Customs Duty has been paid as per the prevailing Customs Rates and refund, if any, shall be passed on to CMPDI.</p> <p>The supplier shall be entirely responsible for all Taxes, Stamp Duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.</p> <p>The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.</p> <p>Any additional levy or increase in the rates of Taxes, Octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence.</p> <p>The prices should be quoted in the format provided on line.</p>						
d.	<p>In the event of order being placed against offers received as per Clause 2.a (ii) &amp; 2(c) above, the following shall be applicable :-</p> <p>The supply is to be arranged after specifically importing the ordered items and in matching sets only as specified in Annexure-I. Individual items have to be supplied in ORIGINAL PACKING.</p>						
3.	<b>LOADING CHARGES TO ARRIVE AT F.O.R DESTINATION PRICE:</b>						
3.1	<p><b>FOR OFFERS ON FOB BASIS: [Price schema is to be incorporated alongwith basic Customs Duty in tabular format]</b></p> <p>a. Following Charges will be loaded towards Freight and Insurance to arrive at the CIF prices :</p> <table border="1"> <tr> <th>Port of Delivery at</th><th>Freight</th></tr> <tr> <td>USA, Canada and Japan Sectors</td><td>12% of FOB value</td></tr> <tr> <td>All other Sectors</td><td>10% of FOB value</td></tr> </table> <p>b. The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID to arrive at CIF price in INR. The applicable rate shall be "BC Selling Rate" of State Bank of India. Otherwise the rate as available from National News Papers will be taken.</p> <p>c. Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus landing charges, etc.) will then be added on the CIF price, thus converted into Indian currency.</p> <p>d. On this net price, 2% of FOB shall be added as Port Clearance and Forwarding Charges and 3% of FOB as estimated average Inland Freight up to destination, to arrive at the TOTAL LANDED PRICE in INR.</p>	Port of Delivery at	Freight	USA, Canada and Japan Sectors	12% of FOB value	All other Sectors	10% of FOB value
Port of Delivery at	Freight						
USA, Canada and Japan Sectors	12% of FOB value						
All other Sectors	10% of FOB value						
3.2	<b>COMPARISON OF OFFERS [Price schema is to be incorporated alongwith basic Customs Duty in tabular format]</b>						
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.	<p>Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will <b>not</b> be considered for evaluation of the offers. However, such discounts shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p> <p>Unconditional discounts, if any, will be taken into account for arriving at total price.</p> <p>In case Bidders offer rebate unilaterally after closing date and time of Tender opening, the same will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p>
5.	<b>VALIDITY OF OFFER:</b> The offers must remain open for acceptance up to 180 days from the date of opening of the tender.
6.	<b>FIRM PRICES:</b> The prices quoted must be FIRM throughout the validity period of the offer.
7.	Offers of those Bidders who 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 and action against such Bidders will be taken as per CIL Rules/Procedure.
8.	<b>PAYMENT TERMS</b>
8.1	<b>FOR EQUIPMENT AND P&amp;M ITEMS:</b>
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	<p>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</p> <p>Payment for 80% of the FOB Value will be made against submission of shipping document and receipt and acceptance of Performance Bank Guarantee through unconfirmed, irrevocable Letter of Credit.</p> <p>Balance 20% of the FOB Value will be paid through Foreign Demand Draft / EFT after receipt and acceptance of material and on submission of successful installation and commissioning report duly countersigned by HOD of User Deptt. of CMPDI.</p> <p>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</p> <p>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.</p>
8.1.3	<p>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in COMMERCIAL BID / SHEET Part-I of the offer.</p> <p>Agency Commission, if any, shall be paid within 21 days of submission of bills after successful commissioning of the equipment, training, etc., wherever applicable. The payment shall be made in equivalent Indian Rupee at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</p>
	<b>Note: No other payment term will be acceptable.</b>
8.2	<b>FOR ITEMS OTHER THAN EQUIPMENT AND P&amp;M :</b>
i	<p>Bidders quoting in INR shall confirm their acceptance of the following Payment Terms:</p> <p>100% payment shall be made within 21 days from the date of receipt and acceptance of the material at Consignee end or within 21 days from the date of receipt of suppliers' bills, whichever is later.</p>
ii	<p>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms:-</p> <p>"Payment for 80% of the FOB Value will be made against submission of required documents through unconfirmed, irrevocable Letter of Credit. Balance 20% will be paid through Foreign Demand Draft / EFT after receipt and acceptance of material at Ultimate Consignee's End.</p>
	<p>All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary.</p> <p>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</p>

	BIDDER.
iii	<p>The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in COMMERCIAL BID / SHEET.</p> <p>Agency Commission, if any, shall be paid within 21 days of submission of bills after receipt and acceptance of material. The payment shall be made in equivalent Indian Rupees at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower.</p>
	NO OTHER PAYMENT TERMS WILL BE ACCEPTED.
8.3	<p>CMPDI is effecting payment to supplier's through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per <b>Annexure- V</b>, with Signature and stamp, along with their Bill (s).</p> <p><b>(Not applicable for the Bidders already registered with CMPDI for e-payment).</b></p>
9. a	<p><b>DELIVERY REQUIREMENT-</b> Delivery schedule is specified in <b>Annexure-I / TPS</b>.</p> <p>In case the specified delivery schedule cannot be adhered to, the quantity offered for supply within the specified delivery period should be indicated in the COMMERCIAL BID / SHEET. In such cases the qualification criteria for the Bidders will be as under :-</p>
9.b	<b>QUALIFICATION CRITERIA:</b>
i.	<p>For Equipment: The Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued as per the delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p> <p>In cases of staggered delivery period, the Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p>
ii	<p><b>For Spares/Consumables etc.:</b> The Bidder should be in a position to supply at least 25% of the total quantity for which the bids have been issued within the specified delivery period (<b>Annexure-I</b>). Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p> <p><b>In cases of staggered delivery period,</b> the Bidder should be in a position to supply at least 25% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p>
<b>Note:-</b> 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)	<p><b>Distribution of orders/quantity:</b></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><b>NOTE: In case the L1 counter offered price is not accepted by L2/L3/L4 Bidders, then the delivery period for the balance quantity shall be negotiated with the L1 Bidder and confirmed on mutually agreed terms for placement of order.</b></p>
d (ii)	Wherever it has been decided to procure the tendered quantity from more than one source the distribution of orders shall be as specified in <b>Annexure-I</b> .
10.	<p><b>LIQUIDATED DAMAGES CLAUSE:</b> The Bidders will confirm their acceptance of the following :</p> <p>In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms</p>

	<p>and conditions mentioned in the supply order, CMPDI, shall be entitled at its option to enforce the following:</p> <ol style="list-style-type: none"> <li>To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful Bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.</li> <li>To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or</li> <li>To purchase elsewhere after notice to the successful Bidder on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or</li> <li>Whenever under this contract any sum of money is recoverable from and payable by the supplier, CMPDI 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.</li> <li>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.</li> <li>To forfeit the security deposit fully or in part.</li> </ol>
11.	<p><b>FORCE MAJEURE CLAUSE:</b> If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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 in to consideration in their quotation or not.</li> </ol>
12.	<p><b>PRICE FALL CLAUSE:</b> The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&amp;D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&amp;D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>
13.	<p><b>GUARANTEE / WARRANTY:</b></p>
13 a	<p>Manufacturer's guarantee/warranty is applicable.</p>
13 b	<p>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.</p> <p>In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., leviable on the replacement supplies will be borne by the supplier.</p>
13 c	<p><b>Fitment Guarantee Certificate</b> (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, if applicable.</p>
14.	<p><b>14.a SUBMISSION OF EMD</b></p> <p>The bidder will have an option for submitting EMD through either ONLINE mode in case of tenders for procurement of goods or ONLINE or OFFLINE mode in case of works &amp; service tenders. The offline mode can be exercised only through submission of Bank Guarantee (BG) where the EMD is Rs. 5 lakh or above. In online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any</p>

	<p>scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the challans generated by system on e-procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL Bank account and the information flows from Bank to e-procurement system. In Offline mode the bidder can make payment of EMD in the form of Bank Guarantee (BG) (if applicable) from any scheduled bank. The bidder will furnish all the details online i.e. BG Number, date of issue, expiry date, name of issuing bank and amount etc. regarding EMD. The bidders who opts for submission of EMD through BG (more than 5 Lakh) will opt for EMD exemption. The bidder will mention the amount of exemption for which he is required to submit the BG and he will upload the scanned copy of BG as pdf file at the space provided for EMD exemption document. The information provided and document uploaded by L-1 bidder will be evaluated as per relevant clauses. If L-1 bidder qualifies all the technical criteria, he will be asked to submit the original BG either in person or by post which must be received in the office of Tender Inviting Authority within 7(seven) working days. If the bidder fails to submit the original BG then bidder will be debarred for 1(one) year from participating in future tender of CMPDIL. The BG against EMD shall be taken for the tenders where EMD is amounting 5 Lakhs or more. In tenders with EMD less than 5 Lakh online mode of payment shall be enabled. The date of validity of BG shall be mentioned in the NIT and it shall be counted as original End date of submission of Tender + Bid validity period + 90 days. In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during the bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.</p> <p>In case of discrepancy between the online submitted information regarding the instruments for EMD and the original BG being submitted by bidders, the later shall prevail if the instrument is found to be valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of bidder.</p> <p>The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. CMPDI shall not be responsible for any postal delay in receipt of EMD.</p> <p>NOTE: (1) To upload the information regarding BG the tender should be created with the option for enabling the “EMD Exemption Option” as Yes.</p> <p>(2) The EMD for Mining tenders and Turnkey Tenders will be as per Contract Management Manual and EMD for Civil, E&amp;M and other tenders will be as per Manual of Civil Engineering Works of CIL and existing policy of CIL.</p> <p><b>14b. Refund of EMD</b></p> <ol style="list-style-type: none"> <li>If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the case where EMD is to be forfeited)</li> <li>No Claim from the bidders will be entertained for non-receipt of the refund in any account other than one from where the money is received.</li> <li>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.</li> <li>In case the tender is cancelled the EMD of all the participating bidders will be refunded unless it is forfeited by the department.</li> <li>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.</li> </ol> <p>The EMD of successful bidder (after award of contract) will be retained by CMPDI and released after submission of the security deposit in case of all tenders related to procurement of goods. In case of tenders related to works and services, the EMD of successful bidder will be retained by CMPDI and adjusted against performance security deposit. However, EMD deposit by L-1 bidder in form of Bank Guarantee will be discharged when the bidder furnishes the required performance security deposit and signs the agreement.</p>
15.	<p><b>SECURITY DEPOSIT:</b> The successful Bidder will be required to deposit as Security Money 10% value of the order [Total value of the order will be arrived at as per Clause 17 (a) or 17 (b)], without any ceiling in the form of Demand Draft (in favour of CMPDI payable at Dhanbad)/Bank Guarantee, within 15 days from the date of receipt of the supply order.</p> <ul style="list-style-type: none"> <li>In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of two (02) months. In case of late delivery, the Bank Guarantee will have to be extended accordingly.</li> <li>If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period.</li> <li>In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.</li> <li>The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.</li> <li><b>Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh.</b></li> </ul>
	<b>N B :- No interest will be payable either on EMD or Security Deposit.</b>
16.	<b>EXEMPTION FROM EMD/SECURITY DEPOSIT:</b> Submission of EMD and Security Deposit is exempted in case

	<p>of the following:</p> <ol style="list-style-type: none"> <li>1. Central / State Government Organization / PSU.</li> <li>2. Firms registered with NSIC / DGS&amp;D for tendered item(s) against submission of valid registration certificate. Copies of DGS&amp;D / NSIC Registration for tendered items (valid on the date of opening of Part-I) submitted by the Bidders should be self attested and duly notarised. The list of items is to be attached.</li> <li>3. Firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only. Copy of MSME registration submitted by the Bidders should be self attested and duly notarised.</li> </ol> <p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>➤ NSIC Registered firms shall be exempt from Security Deposit only up to their monetary limit, if any, indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful Bidder shall have to furnish the Security Deposit over and above such monetary limit.</li> <li>➤ In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder.</li> </ul>
17.	<p><b>PERFORMANCE BANK GUARANTEE:</b> In case of equipment/P&amp;M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order/ contract, equivalent to 10% of the total value of the supply order / contract. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid to cover the entire delivery period, installation and commissioning period of one month, warranty/guarantee period, etc. as applicable and a claim period of 3 months. The Bank Guarantee will have to be extended, if required.</p> <p>The value of the Performance Bank Guarantee will be calculated as follows :-</p>
	<p><b>a. ORDER FOR INDIGENOUS ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for indigenous items will be arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.</p> <p><b>b. -ORDER FOR IMPORTED ITEMS</b> – The value of the Performance Bank Guarantee for orders placed for imported items will be arrived at by adding estimated amount of Freight, Insurance, Port Charges, Customs Duty, etc. as applicable on the date of opening of the price bid, to the FOB Price of the material on order.</p>
<b>Note:</b>	<p>In cases where both Security Deposit and Performance Guarantee is applicable, the Bidder can submit a single Bank Guarantee towards Security Deposit and Performance Guarantee. In such a case, the Bank Guarantee should cover the entire delivery period, Installation and Commissioning period of one month, Warranty/Guarantee period, etc. as applicable and a claim period of 3 months after end of the warranty period. <b><i>The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.</i></b> In case of late delivery, the Bank Guarantee will have to be extended accordingly.</p>
	<p>NB :- The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at <b>Annexure-B</b> from any Nationalised / Scheduled Bank. <b><u>Any deviation in the Bank Guarantee format will not be accepted.</u></b> The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued</p>
18.	<p><b>MAINTENANCE CONTRACT :</b> Wherever AMC/CSMA/FSMA is applicable, the same shall be governed by the terms and conditions specified as follows :-</p> <p><b>I. Scope of Work</b></p> <p>(a) <del>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.</del></p> <p>(b) <del>Each machine would undergo preventive maintenance once every quarter. Joint certificate to be signed every quarter.</del></p> <p>(c) <del>Regular maintenance service will be provided during general shift of CMPDI's and its Regional Institutes working hours on week days only.</del></p> <p>(d) <del>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.</del></p> <p><b>II. Comprehensive AMC charges</b></p> <p><del>Comprehensive AMC charges should be quoted separately for each item. It should be clearly indicated whether any other Tax is separately applicable or not.</del></p> <p><b>III. Uptime guarantee</b></p> <p><del>The party should ensure 95% uptime of the machines. The uptime and downtime penalty will be calculated on the basis of point VI.</del></p> <p><b>IV. Agreement</b></p> <p><del>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.</del></p> <p><b>V. Payment Terms</b></p>

	<p>— 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.</p> <p><b>VI. Downtime Penalty</b></p> <p>i. — The party should guarantee 95% availability (uptime) for the machines on quarterly basis.</p> <p>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:</p> <table border="1"> <tr> <td>For Working Hours (CMPDI, RIs): 10:00 hrs. — 17:00 hrs (7 hours)</td><td>For Working Hours (CMPDI, HQ): 9:30 hrs. — 17:30 hrs (8 hours)</td></tr> <tr> <td>1st day from 12.00 hours to 5.00 hours = 5.00 hours</td><td>1st day from 12.00 hours to 5.30 hours = 5.30 hours</td></tr> <tr> <td>2nd day from 10.00 hours to 11.00 hours = 1.00 hours</td><td>2nd day from 9.30 hours to 11.00 hours = 1.30 hours</td></tr> <tr> <td>Total downtime = 6.00 hours</td><td>Total downtime = 7.00 hours</td></tr> </table> <p>iii. — The downtime period will start from the time and date of reporting the complaint to the party.</p> <p>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,</p> $\text{Penalty} = \frac{(95\% - \text{Actual Availability}) \times (\text{AMC Charge}/4)}{95\%}$ <p>v. — No bonus or additional sums shall be payable if the availability is more than 95%.</p> <p>vi. — Actual availability percentage for each machine will be calculated as follows:</p> $\text{Actual availability} = \frac{\text{No. of Working days in the quarter} \times 8 - \text{Downtime hours during the quarter}}{\text{No. of Working days in the quarter} \times 8} \times 100$ <p>vii. — Penalty for any quarter to be imposed will be calculated on the basis of the following table.</p> <table border="1"> <tr> <th>Availability percentage (rounded)</th><th>Penalty</th></tr> <tr> <td>95% and above</td><td>Nil</td></tr> <tr> <td>85% to 94%</td><td>As per rate calculated in VI. ii, iv, vi</td></tr> <tr> <td>50% to 84%</td><td>Double the calculated amount as per rate calculated in VI ii, iv, vi</td></tr> <tr> <td>Below 50%</td><td>No AMC payment for the quarter</td></tr> </table>	For Working Hours (CMPDI, RIs): 10:00 hrs. — 17:00 hrs (7 hours)	For Working Hours (CMPDI, HQ): 9:30 hrs. — 17:30 hrs (8 hours)	1st day from 12.00 hours to 5.00 hours = 5.00 hours	1st day from 12.00 hours to 5.30 hours = 5.30 hours	2nd day from 10.00 hours to 11.00 hours = 1.00 hours	2nd day from 9.30 hours to 11.00 hours = 1.30 hours	Total downtime = 6.00 hours	Total downtime = 7.00 hours	Availability percentage (rounded)	Penalty	95% and above	Nil	85% to 94%	As per rate calculated in VI. ii, iv, vi	50% to 84%	Double the calculated amount as per rate calculated in VI ii, iv, vi	Below 50%	No AMC payment for the quarter
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19.	<p><b>INSPECTION :</b></p> <p>Material are subject to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even when pre-dispatch inspection is carried out, the material will be subjected to final inspection after receipt of the material at Consignee end.</p>																		
20.	<p><b>ELIGIBILITY CRITERIA FOR PARTICIPATION:</b></p> <p>(i) Offers of the Bidders, who are past suppliers to Mining Industry and / or other Industries (Private or Government Department/ Public Sector Undertaking – Indigenous or Global), will be considered eligible for participation, if they have supplied the tendered / similar item(s) during the preceding 5 years as under:-</p> <p>a. <b>For Consumables and Spares: At least 20% of the total required quantity of this tender.</b></p> <p>b. For Equipment: At least 50% of the total required quantity of this tender.</p> <p>(ii)(a) Bidders, who are past suppliers to CMPDI for the tendered / similar item, should upload copies of supply orders in Part I of the tender, in support of their eligibility as stipulated above.</p> <p>(ii)(b) Bidders, who are new for CMPDI for the tendered / similar item, should upload copies of supply orders along with an undertaking, on the Letter Head of the Bidder, that the said supply order has been successfully executed, along with Part I (Techno-commercial Bid) of the tender, in support of their eligibility as stipulated above.</p> <p>(iii) Performance Report of the offered items, wherever asked for, shall have to be uploaded along with Part I (Techno-commercial Bid) of the tender.</p> <p><b>NB:</b></p> <p>(a) “Total required quantity of the tender” is specified in the Technical Parameter Sheet (TPS).</p> <p>(b) Similar item(s) is specified in the Technical Parameter Sheet (TPS).</p> <p>(c) Failure to upload the above documents shall render such bid liable for rejection.</p>																		
21.	<p><b>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :</b></p> <p>(a) Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.</p>																		



(b)	<b>Micro &amp; Small Enterprises</b> – 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: <ul style="list-style-type: none"> <li>(i) Principal's Invoice or Packing List – original as well as certified photo copy.</li> <li>(ii) Certified photo copy of Airway Bill/Bill of Lading.</li> <li>(iii) Bill of Entry for Home Consumption – Original as well as certified photo copy.</li> <li>(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”.</li> </ul> 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.	<del><b>DEEMED EXPORT:</b> If the Bidder has quoted the item(s) under deemed exports, then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Govt. of India. CMPDI's responsibility shall only be limited to the issue of required certificate. The offer shall be unconditional and phrases like “subject to availability of deemed exports benefits”, etc. shall not be accepted.</del>
25.	<b>CONSIGNEE PARTICULARS:</b> <b>Regional Director, CMPDI, RI-II. Store, Dhanbad</b>
26.	<b>Certificate for Indigenous content (if applicable):</b> A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the Auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted.
27.	<b>Submission of Samples:</b>
a.	Wherever, as per Annexure- I, samples are required for evaluation of tender, the Bidders will submit the sample free of cost, duly labelled with Bidder's name, address indicating item Sl. No., Tender enquiry No. and due date for opening of the tender, if applicable.
b.	For approval of indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship, if required, the successful Bidder may have to submit an advance sample free of cost before effecting bulk supply. The samples must be labelled with the Bidder's name, address and this office enquiry number and the due date for opening of the tender.
28.	<b>BANNED OR DELISTED SUPPLIERS:</b> Bidders would give a declaration in the Commercial Bid, <b>Annexure VII</b> , that they have not been banned or de-listed by any Government or Quasi-Government or PSU. If a Bidder has been banned by any Government or Quasi-Government or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given / provided, the bid will be rejected being non-responsive.
29.	<b>Following shall be confirmed by Bidder in respect of Computers, Computer Peripherals, Software, etc.</b>
a.	<del><b>UNDERTAKING OF AUTHENTICITY</b> <i>We hereby undertake that all the components/parts/assembly/software used in the items to be supplied like Hard Disk, Monitors, Memory etc. shall be original new components / parts / assembly / software only from respective OEMs of the product and that no refurbished / duplicate / second hand component / part / assembly / software shall be used.</i></del>
b.	<del><b>INDEMNITY FOR PATENT RIGHT</b> <i>Bidders shall indemnify CMPDI against all third party claims of software piracy and infringement of intellectual property right. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark of industrial design rights arising from the goods and services or any part thereof, the successful Bidder shall act expeditiously to extinguish such claim. If the successful Bidder fails to comply and CMPDI is compelled to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, costs and lawyer fees to CMPDI which will be deducted from the Bidder's bill and will not be legally claimed by the Bidder.</i></del>
30.	<b>SUB-CONTRACT:</b> Sub-Contract will not be allowed in part or in whole under any circumstances.
31.	<b>RIGHT OF ACCEPTANCE:</b> 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.	<b>RIGHT TO INFORMATION ACT:</b> Any document/information submitted by the Bidder can be made public at appropriate stage, as per Right to Information Act, 2005.
33.	<b>General terms and Conditions:</b> Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with Tender Document as ANNEXURE –II. In case there is a conflict in any particular term of the Tender Document with the General Terms, the terms of the Tender Document will prevail.

34.	The Bidders should submit scanned copy of their valid registration with Sales Tax Department indicating TIN. <b>(to be uploaded on-line).</b>
35.	<b>ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises / Govt. Deptts only) :</b> “In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator”.
36.	<b>NON-DISCLOSURE / CONFIDENTIAL CLAUSE:</b> The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause. 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.	<b>JURISDICTION:</b> Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Dhanbad, Jharkhand State, INDIA).

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

**Enclosures:**

Annexure-I--- Schedule of requirement & EMD  
Annexure II-- General Terms and Conditions of Supply of Stores  
Annexure “III” -- Format of Letter of Bid  
Annexure “IV” – Authorisation to DSC holder bidding online on behalf of bidder  
Annexure “V” -- Mandate form for Electronic Fund Transfer/Internet Banking payment  
Annexure “VI” – Proforma for affidavit to be submitted by the L-1 Bidder  
Annexure “VII” – Specimen of Commercial bid  
Annexure “A” -- Format of bank guarantee for Earnest money  
Annexure “B” -- Format of bank guarantee for Security Deposit

**Schedule Of Requirement & EMD**

<b>class-I <u>Chemicals</u></b>						
Sl. no.	Particulars	Capacity	Qty. reqd.	Unit price(Rs.)	Total cost (Rs.)	Emd for Class-I Chemicals
1	Ammonium Dihydrogen Phosphate (NH <sub>4</sub> H <sub>2</sub> PO <sub>4</sub> ), 99.99% Pure (Suprapure)	50 gm	1	12000	12000	Rs. 3425
2	Lanthanum Chloride Lanthanum (III) Chloride Heptahydrate 99% (Min.)	100 gm	1	10000	10000	
3	Phosphate modifier for graphite furnace (AAS) C[NH <sub>4</sub> H <sub>2</sub> PO <sub>4</sub> ]-100±2g/l in H <sub>2</sub> O	50 ml	1	10000	10000	
4	Palladium matrix modifier for graphite furnace AAS C (Pd) = 10.0± 0.2 gm/l in HNO <sub>3</sub> (15%) [Pd(NO <sub>3</sub> ) <sub>2</sub> /HNO <sub>3</sub> ]	50 ml	1	10000	10000	
5	Orthophosphoric Acid (H <sub>3</sub> PO <sub>4</sub> ) (88% of Active Ingredient) (GR/AR)	500 ml	1	500	500	
6	Barium Hydroxide, Octahydrate Ba(OH) <sub>2</sub> .8H <sub>2</sub> O	500 gm	1	2200	2200	
7	Ascorbic Acid	500 gm	1	2000	2000	
8	Nitric Acid (HNO <sub>3</sub> ) (69% of Active Ingredient)(GR/AR)	2.5 lit.	2	700	1400	
9	Hydrochloric Acid (HCl) (35% of Active Ingredient)(GR/AR)	2.5 lit.	2	1000	2000	
10	Sulphuric Acid (H <sub>2</sub> SO <sub>4</sub> ) (98% of Active Ingredient)(GR/AR)	2.5 lit.	2	700	1400	
11	Sodium Hydroxide (NaOH)	500 gm	1	200	200	
12	Sodium Boro hydride (NaBH <sub>4</sub> )	100 gm	1	30000	30000	
13	Potassium Iodide (KI)	250 gm	1	2000	2000	
14	Stannous Chloride (SnCl <sub>2</sub> ).2H <sub>2</sub> O dihydrate	250 gm	1	1000	1000	
15	1,10, Phenanthroline monohydrate	5 gm	1	490	490	
16	Aluminium Hydroxide	500 ml	1	224	224	
17	Ammonium Chloride	500 gm	1	237	237	
18	Ammonium Hydroxide	500 ml	1	150	150	
19	Calcium Carbonate	500 gm	1	330	330	
20	Ferrous Ammonium Sulphate	500 gm	1	302	302	
21	Hexamethylene tetramine	100 gm	1	520	520	
22	Hydrazine Sulphate	100 gm	1	420	420	
23	Hydrogen Peroxide	500 ml	1	506	506	
24	HCL	2.5 ltr	1	1001	1001	

25	Mercuric chloride	500 gm	3	3960	11880
26	Potassium Chromate	500 gm	1	241	241
27	Potassium dichromate	500 gm	1	1100	1100
28	Potassium Nitrate	500 gm	1	550	550
29	Potassium Chloride	500 gm	2	109	218
30	Potassium Pt. Chloride (K <sub>2</sub> PtCl <sub>6</sub> )	1 gm	1	9900	9900
31	Silica gel (Indicating)	500 gm	1	300	300
32	Sodium Azide (NaN <sub>3</sub> )	100 gm	1	1300	1300
33	Sodium Carbonate	500 gm	1	300	300
34	Sodium Chloride	500 gm	1	200	200
35	Sodium Fluoride	500 gm	1	831.6	831.6
36	Sodium Hydorxide	500 gm	1	160	160
37	Sodium Metabisulphite	500 gm	1	140	140
38	Sodium Nitrite	500 gm	1	140	140
39	Sodium Sulphate	500 gm	1	1471	1471
40	Sulfuric Acid	2.5 ltr	1	1100	1100
41	Zinc Sulphate	500 gm	1	396	396
42	1 Amino 2 Naphthol 4 Sulphonic Acid (ANSA)	25 gm	1	330	330
43	Acetic Acid	500 ml	1	272	272
44	Acetone	500 ml	1	330	330
45	Ammonium Molybdate	100 gm	1	1584	1584
46	Barium Chloride	500 gm	1	290	290
47	EDTA	500 gm	1	620	620
48	Erichrome Black T	25 gm	1	115	115
49	Ferroin Indicator	100 ml	1	792	792
50	Ferrous Sulphate	500 gm	1	300	300
51	Formaldehyde 40%	500 ml	1	264	264
52	Iodine	100 gm	1	2376	2376
53	Magnesium Chloride	500 gm	1	198	198
54	Magnesium Sulphate	500 gm	1	165	165
55	Mercuric Iodide (Hg I <sub>2</sub> )	100 gm	5	3564	17820
56	NEDA (1-Napthyl, Ethlene diamine Dihydrocnloride)	5 gm	1	525	525
57	Na <sub>2</sub> SO <sub>3</sub>	500 gm	1	220	220
58	Nessler Reagent	125 gm	1	132	132
59	Phenolphthalein indicator	50 gm	1	506	506
60	Phosphoric acid (85%)	500 ml	1	528	528
61	potassium hydrogen phosphate (Anhydrous)	500 gm	1	715	715
62	Potassium Hydroxide	500 gm	1	300	300
63	Potassium Iodate	100 gm	1	950	950
64	Potassium Sodium Tartarate	500 gm	1	850	850
65	p-rosaniline hydrochloride	5 gm	1	2145	2145
66	Sodium Arsenite	250 gm	1	3868	3868
67	Sodium salt of EDTA	500 gm	1	620	620
68	Sodium Thiosulphate	500 gm	1	165	165
69	SPADNS solution	1 gm	1	1875	1875
70	Stannous Chloride	250 gm	1	850	850
71	Sulphamic Acid	500 gm	1	252	252
72	Sulphanilamide	100 gm	10	693	6930
73	White phenol	500 ml	1	800	800
74	Zinc Acetate	500 gm	1	463	463
75	Zirconyl Acid	500 ml	1	4000	4000

class-II Glassware						
Sl. no.	Particulars	Capacity	Qty. reqd.	Unit price(Rs.)	Total cost (Rs.)	Emd for class-I Glassware
1	Beaker	25 ml	20	70	1400	Rs. 6010
2	-do-	50 ml	40	60	2400	
3	-do-	100 ml	40	60	2400	
4	-do-	150 ml	20	70	1400	
5	-do-	250 ml	20	70	1400	
6	-do-	500 ml	100	100	10000	
7	Bottles (BOD)	300 ml	20	425	8500	
8	Bottles Regent	500 ml	40	350	14000	
9	Bottles Amber Colour narrow mouth	250 ml	10	400	4000	
10	Bottles Regent Amber Colour	500 ml	10	500	5000	
11	Burettes	25 ml	6	1350	8100	
12	-do-	50 ml	6	1550	9300	
13	Conical Flask	100 ml	4	70	280	
14	-do-	150 ml	4	80	320	
15	-do-	250 ml	4	90	360	
16	-do-	500 ml	4	140	560	
17	Darham's tube (Disposable)	Inner dia. -0.4 cm, outer dia. 0.5 cm, height 2.5 cm packing of 140	1	500	500	
18	Dessicator with cover, plain clear soft glass	100 mm	2	4200	8400	
19	-do-	200 mm	2	5200	10400	
20	-do-	300 mm	2	12500	25000	
21	Distillation Apparatus Ammonia Type	1 set	1	2000	2000	
22	Distillation Apparatus general type with graham condenser	1 set	1	2000	2000	
23	Evaporating Dish 90 mm	100 ml	15	15	225	
24	Funnels, Plain, 600 Angle Long Stem, Glass	25 mm	4	40	160	
25		50 mm	4	50	200	
26		75 mm	2	70	140	
27	Glass Beads	packet	10	330	3300	
28	Measuring Cylinders, Glass	25 ml	10	450	4500	
29	-do-	50 ml	10	500	5000	
30	-do-	100 ml	10	600	6000	
31	-do-	250 ml	2	900	1800	
32	-do-	500 ml	2	1200	2400	
33	-do-	1000 ml	2	1500	3000	
34	Measuring Cylinders, with stopper	25 ml	10	650	6500	
35	-do-	50 ml	10	750	7500	
36	-do-	100 ml	10	900	9000	
37	Nessler Cylinder	50 ml	10	150	1500	
38	Pipette Bulb	5 ml	5	40	200	
39	-do-	10 ml	5	40	200	
40	-do-	25 ml	5	40	200	
41	Pipette, Graduated, Clear Glass	1 ml (G.D* 0.01 ml)	9	300	2700	

42	-do-	2 ml (G.D* 0.01 ml)	9	300	2700
43	-do-	5 ml (G.D* 0.05 ml)	4	300	1200
44	-do-	10 ml (G.D* 0.1 ml)	4	325	1300
45	-do-	25 ml (G.D* 0.2 ml)	2	400	800
46	Petridish	100 x 15mm	10	230	2300
47	Sampling Bottle (wide mouth with screw cap, graduated to be used for Decimal Dilution)	25 ml, packing of 10	20	350	7000
48	Screw cap tube with silicone rubber gasket, flat bottom	Vol. 30 ml, 20 x 150 mm Packing of 100	50	38	1900
49	Separating Funnels	60 ml	2	600	1200
50		125 ml	2	700	1400
51		500 ml	4	1000	4000
52	-do-	1000 ml	4	1300	5200
53	-do-	2000 ml	4	2500	10000
54	Stirrer Glass Rod		10	10	100
55	Volumetric Flask Glass	5 ml	10	500	5000
56	-do-	10 ml	10	500	5000
57	-do-	25 ml	30	500	15000
58	-do-	50 ml	30	500	15000
59	-do-	100 ml	30	500	15000
60	-do-	200 ml	10	650	6500
61	-do-	250 ml	10	650	6500
62	-do-	500 ml	10	850	8500
63	-do-	1000 ml	10	1200	12000
64	Watch glass	80 mm	10	60	600

#### Plasticware

class-III Plasticware						
Sl. no.	Particulars	Capacity	Qty. reqd.	Unit price(Rs.)	Total cost (Rs.)	Emd for class-I Plasticware
1	Aspirator, Pipette Controller	1-100 ml	4	1500	6000	Rs. 2122
2	Beaker (Material: Polypropylene Autoclavable)	50 ml Packing of 12	15	195	2925	
3	-do-	100 ml, Packing of 12	15	210	3150	
4	Burette Clamp	Single Packing of 6	10	662	6620	
5	Bottle Top Dispenser for Dispensing Strong Acid/Alkali	10 ml to 100 ml	4	11000	44000	
6	Centrifuge Tube Conical Bottom	50 ml, Packing of 500	1	4125	4125	
7	Conical Flask with Screw Cap (Material: Polycarbonate Autoclavable)	250 ml Packing of 6	4	1020	4080	

class-III Plasticware						
Sl. no.	Particulars	Capacity	Qty. reqd.	Unit price(Rs.)	Total cost (Rs.)	Emd for class-I Plasticware
8	Funnel (Material: Polypropylene Autoclavable)	100 mm Packing of 12	1	386	386	
9	Measuring Cylinder, (Material: polypropylene, Autoclavable)	10 ml Packing of 12	1	1608	1608	
10	Nessler's Tube Stand (Polypropylene )	6 holes	10	200	2000	
11	Separatory Funnel Holder	Packing of 6	1	664	664	
12	Test Tube basket with cover	6 x 6 x 6 inch. Packing of 6	1	621	621	
13	Test Tube basket with cover	23 x 23 x 23 inch. Packing of 4	1	805	805	
14	Test Tube Stand	20 places, 20 mm	10	775	7750	
15	Utility Tray (Material: Polypropylene Autoclavable)	(320x260x70) mm, Packing of 6	10	1819	18190	
16	Wash Bottle (Material: Low density Polyethylene) having dispensing tube/ pipe fixed from the bottom of the bottle	500 ml	10	313	3130	

#### Others items

class-IV Other Items						
Sl no	Particulars	Capacity	Quantity required	Unit Price (in Rs)	Approx. Amount (in Rs)	Emd for class-Iv
1	Brush for Test Tube		10	10	100	Rs. 250
2	Cotton	ROLL	10	100	1000	
3	Forceps	Packing of 12	1	396	396	
4	Gloves	Powder free Nitrite gloves- Kimberley clarke	10	25	250	
5	Ice Box		2	1500	3000	
6	Innoculation loop		2	100	200	
7	Liquid soap for cleaning glassware	5 ltrs	2	400	800	
8	Safety Face Shield (Provides High Impact & Splash Protection)	-	5	550	2750	
9	Safety Goggles	32x16x14 cm, Packing of 2	5	120	600	
10	Spatula	6 inches	10	18	180	



11	Tissue Paper	Packet/roll	20	45	900	
12	Tongs	8 inches (stainless steel)	10	75	750	
13	UV Safety Goggles	-	5	300	1500	

**NOTE:-**

1. Bidder may quote all or any of the type (full or partial) of items as mentioned above.
- 2.If a bidder is quoting for a particular type(class), the EMD applicable will be the sum of EMDs of all the Items of that particular type, even if he is not quoting for all item of that type(class). (i.e EMDs will be amount as mentioned in the last column of that particular type(class) of item.
3. If a bidder is quoting more than one class , the EMD applicable will be the sum of EMDs of all the Individual class of items

**Delivery schedule:** The delivery schedule shall be within 45 days from the date of issue of supply order.

**GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**

**DEFINITION**

1. In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:
  - i. Contract means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
  - ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
  - iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
  - iv. The CHAIRMAN, means the chairman of Coal India Limited. The CHAIRMAN-CUM MANAGING DIRECTOR means, Chairman-cum-Managing Director of any of the Subsidiary companies.
  - v. The term "DRAWING" shall mean the drawing, the plans specified in or annexed in the schedule of specification.
  - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to tender, his or their successor or assignees.
  - vii. The term "INSPECTOR" shall mean any person nominated by or on behalf of the purchaser to inspect supplier's Stores or works under the contract or his duly authorized agent.
  - viii. The term "PROGRESS OFFICER" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
  - ix. The term "MATERIALS" shall mean anything used in the manufacture or fabrication of the stores.
  - x. The term "PARTICULAR" shall mean the following:
    - a). Specifications
    - b). Drawing
    - c). Sealed pattern denoting a pattern sealed and signed by the Inspector
    - d). Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
    - e). Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its Subsidiary Companies or a general standard of the industry and obtainable in the open market.
    - f). Proprietary make denoting the product of an individual manufacturer.
    - g). Any other details governing the construction manufacture and or supply as existing in the contracts.
  - xi. "STORES" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

- xii. The term "TEST" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
  - xiii. The term "SITE" shall mean the place or places named in the "SUPPLY ORDER" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
  - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
  - xv. " WRITING" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
  - xvi. "UNIT" and "QUANTITY" means the unit and quantity specified in the schedule.
  - xvii. "SUPPLY ORDER" or "PURCHASE ORDER" means an order for supply of Stores and includes an order for performance.
2. The delivery of Stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to:
- a) the consignee at his premises, or
  - b) where-so provided the interim consignee at his premises, or
  - c) a carrier or other persons named in the contract as interim consignee for the purpose of transmission to the consignee.
  - d) The consignee at the destination station in case of contracts stipulated for delivery of stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individual, whether incorporated or not.
5. Terms and expression not herein defined shall have the meaning assigned to them in the Indian Sale of Goods Act. 1930 or the Indian Contract, 1872 or the General Clauses Act. 1897 and as amended in respect of all the Acts, as the case may be.
6. (a) Parties :
- The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
- (b) Address to which communication are to be sent :
- For all purposes of the contract, including arbitration the tender, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

7. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by inspector(s) unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the question.
- (ii) All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
- (iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

**8. (a) Subletting and Assignment :**

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

**(b) Change in a Firm**

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

**9. (a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or b(i) of this sub clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of Clause -20 shall as far as applicable shall apply.

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

**10. Use of raw materials secured with Government Assistance**

- (a) Where any raw materials for the execution of the contract is procured with the assistance of Coal India Ltd. and/or any Subsidiaries Company of CIL by purchaser or under arrangement made or permit, license, quotas certificate or release order issued by or on behalf of or under authority or by

any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier;

- (i). shall hold such material as trustee of Coal India Ltd. and/or any subsidiary companies of CIL.
  - (ii). shall use such material economically and solely for the purpose of the contract.
  - (iii). shall not dispose of the same without the previous permission in writing of the purchaser, and
  - (iv). shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such materials.
- (b) Where the contract is terminated due to any default on the part of supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Ltd. & its Subsidiaries whose decision shall be final.
- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Ltd. or any Subsidiaries of CIL all moneys, advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Ltd. & its Subsidiaries are rejected the supplier shall, without prejudice to any other right or remedy of the Government pay to the Government on demand the cost price or market value of all such materials whichever is greater.
11. The tenders shall give a warranty of satisfactory performance of the unit offered by them as per the terms appearing elsewhere in the tender documents. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Ltd. & its Subsidiaries.
12. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
13. Inspection and Rejection
- Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.
- a) Facilities for Test and Examination

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

b) Cost of Test

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

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charges, at such place other than his premises as the inspector may specify, such materials or stores as he may require.

d) Liability for Costs of laboratory Test

In the event of rejection of stores or any part thereof by the inspector in consequence of the sample thereof, which removed to the laboratory or other place of test being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by laboratory to provide persons for similar work.

e) Method of Testing

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

f) Stores Expended in Test unless otherwise provided for in the contract, all stores material expended in test will be to supplier's account.

g) Inspector - Final authority and to certify performance

- (i) The inspector shall have the power; Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory and

(iv) To mark the rejection stores with a rejection mark so that they may be easily identified if resubmitted.

h) Consequence of Rejection -

If on the stores being rejected by the inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to;

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

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

iii) Cancel the contract and purchaser or authorize the purchase of the stores or others of a similar description

(when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause

(ii) above or this sub-clause in the provision of clause 20 shall apply as far as applicable.

i) Inspector's decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

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

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

l) Marking of Stores

The supplier shall if so required, at his own expenses mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall if so required by the inspector, be packed in suitable package or cases which shall be sealed and marked with such mark.

m) Removal of Rejection

i) Any Stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.



- ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- n) Inspection Notes On the stores being found acceptable by the inspector, he shall furnish the supplier with necessary copies of inspection notes duly completed, for being attached to the supplier's bill in support thereof.

#### 14. Packing & Transport

- (a) It shall be the responsibility of the successful tenderers to arrange the stores being sufficiently and Properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expenses of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the authorities specifying the goods despatch. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility, Mahanadi Coalfields Ltd. shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like "Fragile", "Handle with care". Weight of each packages will be marked on the package.
- (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in package itself and another copy will be forwarded to the consignee, in advance.

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

16. In the event of failure to delivery or despatch the stores within the stipulated date or period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited or its subsidiary companies should have the right :

- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 1/2% of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each

week or part of a week during which the delivery of such stores may be in arrears limited to 5%. Where felt necessary the limit of 5% can be increased to 15% at the discretion of Head of the Materials Management Deptt.

- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in Clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from and payable by the supplier, Mahanadi Coalfields Limited shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract should this sum be not sufficient to cover full amount recoverable, the successful tenderer shall pay Coal India Limited or its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

17. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Ltd. and its Subsidiaries Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Coal India Ltd. & its Subsidiary companies, the contract/supply order shall be read and understood as if it had continued from its inception in the delivery date as extended.
18. The supplier shall allow reasonable facilities and free access to his work and records to the inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of Stores, i.e., supplies made by the successful tenderer against the supply order mentioned at (12) above shall be carried out by the Inspector/Consignee at the site stores or by Inspecting Wing inclusive of all its branch officers) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
19. Coal India Ltd. & its Subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
20. The supplier shall at all times indemnify Coal India Ltd. and its Subsidiaries Companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter

Patent Registered Design or Trade Mark being made against Mahanadi Coalfields Ltd., the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

21. Carrying Vessels for Imported Items

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

22. Arbitration

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

23. The stores shall be despatched at public tariff rates in the case of for station of despatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative route exist Coal India Ltd. & its Subsidiaries shall, if called upon so to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

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

25. Laws Governing the Contract

a) This contract shall be governed by the Laws of India for the time being in force.

b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

c) Jurisdiction of Court

The courts of the place from acceptance of tender has been issued shall alone have justification to decide any dispute arising out of or in respect of the contract.

d) Marking of Stores

The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

26. Corrupt Practices

a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. & its Subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the

purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle Coal India Ltd. & its Subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause -16

b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the retender by the purchaser from the supplier shall be decided by Coal India Ltd. & its Subsidiary companies whose decision thereon shall be final and binding on the supplier

## 27. Insolvency and Branch of Contract

(a) Coal India Ltd. & its Subsidiary companies may at any time by notice in writing summarily determine contract without compensation to the supplier in any of the following events, that is to say.

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

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

c) If the supplier commits any breach of the contract not herein specifically provided for:

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

## 28. Progress Report

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

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

**Format of Letter of Bid**  
**LETTER HEAD OF BIDDER**

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

**Sub : Letter of Bid .....**

Ref: NIT No:

Date:

**Tender ID No:**

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

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

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

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

DSC Holder:

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

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

Yours Faithfully

(Signature of Bidder OR  
Authorized person of Bidder OR

DSC Holder bidding online with authorization from Bidder)

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

**Annexure-IV**

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

**NON JUDICIAL STAMP PAPER OF Rs. 10.00**

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

**Signature Seal of DSC  
Holder Authorized for online  
on behalf of the bidder.**

**Signature Seal of the bidder  
Authorizing the DSC Holder  
for online bidding.**

**Signature and Seal of the Notary**

**Annexure-V****E-PAYMENT**

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

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

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

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

1. Name of the Beneficiary: \_\_\_\_\_

2. Address: \_\_\_\_\_

City \_\_\_\_\_ PIN CODE \_\_\_\_\_

E-mail ID \_\_\_\_\_

Telephone No. (With STD Code) \_\_\_\_\_

Mobile No. \_\_\_\_\_

**3. Bank Particulars**

Bank Name	Branch Name		
	Bank Branch Code		
Branch Address	..... .....PIN CODE ..... Telephone No. (with STD Code..... FAX NO. (With STD Code).....		
9 digit MICR Code of the BANK Branch (Enclosed copy of a cancelled cheque)			
11 digit IFSC Code of beneficiary Branch			
Bank Account Number			
Bank Account Type (Tick One)	1. Saving      2. Current      3. Loan      4. Cash Credit 5. Others (If other ,specify)		
Permanent account number (PAN)			

**6. CMPDI Vendor Code:**

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

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name.....

Date.....

**BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank account No.....

With our branch and the bank particulars mentioned above are correct.

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name.....

Date.....

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder**  
**(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility)**  
**Non Judicial Stamp Paper (minimum value of Rs.10).**

**AFFIDAVIT**

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

- 1.I/We am/are submitting Tender for the Work -----  
-----against Tender  
ID----- dated -----, vide Bid ID -----
- 2.All information furnished by me/us on-line in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- 3.All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
- 4.If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/ delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
- 5.I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

**OR**

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

**Signature of the Tenderer**  
**Dated-----**

**Signature & Seal of Notary**

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



**FORMAT OF FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

To :

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

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

KNOW ALL MEN by these present that we, \_\_\_\_\_ [*name of the bank*] of \_\_\_\_\_ [*name of the country*] \_\_\_\_\_ having our registered office at . . . . . [*address of the bank*] (hereinafter called "the bank"), are bound unto the **Central Mine Planning & Design Institute Limited, Regional Institute-II, Koyla Bhawan Complex Koyla Nagar , Dhanbad-826005**

(hereinafter called "the Employer") for the sum of . . . . . [*amount of the Guarantee in words and figures*] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITION of this obligation are :

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form ; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity :
  - (a) Fails or refuses to execute the Contract Agreement when required ; or
  - (b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

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

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

For and on behalf of the Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank \_\_\_\_\_

**FORMAT OF FOR BANK GUARANTEE FOR PERFORMANCCE BANK GUARANTEE**

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

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. \_\_\_\_\_ equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The \_\_\_\_\_ Bank having its office at \_\_\_\_\_ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.
3. We, \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (date to be given) \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the Bank within \_\_\_\_\_ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
4. We, \_\_\_\_\_ Bank Limited, further agree with the purchaser, that the purchaser, shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any

indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs. \_\_\_\_\_(specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, \_\_\_\_\_ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.
6. The Bank has under its constitution, power to give this guarantee and Mr. \_\_\_\_\_Manager, who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

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

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