



सीएमपीडीआई  
*cmpdi*  
A Mini Ratna Company

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

## TENDER DOCUMENT FOR

**Rate Contract for Supply of 140 Metric Tonne of “Bentonite Mud Powder” confirming to IS 6186 - 1986 type II specified for drilling purposes to CMPDI Exploration Camps at Talcher & Kosala of Angul district and Gopalpur of Sundergarh district, Odisha**



**May, 2016**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
(*A subsidiary of Coal India Limited*)

**REGIONAL INSTITUTE – VII**

**BHUBANESWAR (ODISHA) - 751 013**

### **Contact**

**Phone:** 0674 – 230 1271, 9438881016, 9438881015  
**Fax:** 0674 - 2301762

## **TENDER NOTICE**



NIT No: CMPDI/RI-VII/DG/BENTONITE MUD/5.60/e-T/2016/2404

Dated: 06/05/2016

### **e-TENDER NOTICE**

(For procurement of Consumables and other: DOMESTIC TENDER)

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

Name of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In Days)
Rate Contract for Supply of 140 Metric Tonne of “Bentonite Mud Powder” confirming to IS 6186 - 1986 type II specified for drilling purposes to CMPDI Exploration Camps at Talcher & Kosala of Angul district and Gopalpur of Sundergarh district, Odisha	10, 76,462.00	22, 000	NIL	365 (Three Hundred and Sixty Five)

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

2. **Time Schedule of Tender :**

Sl. No.	Particulars	Date	Time
a.	<b>Tender e-Publication date</b>	As available on the website	
b.	<b>Document download start date</b>		
c.	<b>Document download end date</b>		
d.	<b>Bid Submission start date</b>		
e.	<b>Bid submission end date</b>		
f.	<b>Start date for seeking Clarification on-line</b>		
g.	<b>Last date for seeking Clarification on-line</b>		
j.	<b>Technical Bid Opening date</b>		

**NOTE: End user portal agreement of CIL is applicable for CMPDI also**

### 3. **DEPOSIT OF EMD:**

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

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

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

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

### 4. **Refund of EMD:**

- a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f) The EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit.

5. The “General Terms & Conditions” as enclosed in the NIT at **Section 2** shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.
6. **Clarification of Bid:** The bidder may seek clarification online within the specified period. The department will clarify as far as possible the relevant queries of bidders.

7. **Eligibility Criteria:**

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

- a. Indian Manufacturer of the tendered items.

OR

- b. Indian Selling Agent/Dealer/Distributor authorized by the Indian Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy.

OR

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

**Note:**

- i. In a tender, either the authorised Selling Agent / Dealer / Distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.
- ii. One manufacturer can authorize only one selling agent / Dealer / Distributor against the same item in one tender.
- iii. If an authorised Selling Agent / Dealer / Distributor submits 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.

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

Confirmation in the form of **Yes/No**, regarding possessing documentary evidence for being either a manufacturer of the tendered item/items (being quoted by the bidder) or possessing specific authorization from their principal manufacturer to quote against the specific tender as their authorized Selling Agent/ Dealer/ Distributor.

**B. Provenness Criteria:**

- i) Offers of the Bidders, who are past suppliers to Mining Industry and / or other Industries (Private or Government / Public Sector Undertaking – Indigenous or Global), will be considered eligible for participation if they have supplied the tendered item(s) or similar item(s) with higher specification **during the preceding 5 years** from the date e-publication of tender notice as under:-

- a. For Consumables and Spares: At least **25%** of the total required quantity of this tender
  - b. For Equipment: At least **50%** of the total required quantity of this tender.

- ii) Bidders should submit copies of supply orders in support of their eligibility as stipulated above  
AND

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

OR

The bidder will be required to furnish a self-certificate to the following extent: “The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such suppliers is/are pending as on the last date of submission of Bid”

OR

- i. The tendered items to be offered by the bidder should be ISI marked
- OR
- ii. The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder.
- OR
- iii. The bidder should currently hold Rate Contract with DGS&D for supply of the tendered items to be offered by the bidder.
- OR
- iv. The bidder should have valid DGMS approval for the tendered items to be offered by the bidder. In case DGMS approval is indicated elsewhere in the NIT, then in such case DGMS approval shall be considered as a mandatory document.

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

Confirmation in the form of **Yes/No**, regarding compliance to any one of the provenness criteria mentioned at Sl. No. (i) to (iv) above and possessing the corresponding supporting documents as given in the NIT at Clause - 24

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

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

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

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

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

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

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

## 8. Submission of Bid :

- a) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced 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. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/Company then registration

should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

**b)** The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, 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 accepted.

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

**a. Letter of Bid:** The format of Letter of Bid (as given in the NIT at Section - 3) will be downloaded by the bidder and will be printed/typed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

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

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

**c. Price bid:** The Price Bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties like excise duty, entry tax, VAT, etc, in absolute value only in the fields, after calculation.

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.

**Excise duty is not applicable in case of Indian Selling Agent/Dealer/Distributor. Hence, no document is required to be submitted by Indian Selling Agent/Dealer/Distributor towards Excise Exemption as it is not a case of Excise Exemption.**

As entry tax is applicable for all Domestic bidders @ 2 % (rate presently applicable), this component will be taken into consideration by the system for calculating the landed price of all bidders, the bidders from the state of Odisha should not include Entry Tax Component in their Basic Price.

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

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

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

#### **10. Modification and Withdrawal of Bid:**

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii. If the bidder withdrawing his bid is L-1, then re-tender will be done. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

**Standard Operative Procedure (SOP)** for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary

#### **Withdrawal of Bid:**

##### **A. Online Withdrawal of Bids:**

- a) The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b) The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

##### **B. Offline Withdrawal of Bids:**

- a) A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

**11. Bid Validity:** The validity period of the tenders shall be minimum 180 (one hundred Eighty) days from the end date of submission of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.10 (Modification and Withdrawal of Bid) of NIT.

**12. PRICES:** Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. Supplier will submit the pre-receipted bill in triplicate to the respective OIC, CMPDI-RI-VII, Exploration Camp.

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

S.No	Quantity	Consignee	Destination Point (Place of delivery of materials)
1	As per supplementary supply order	Officer-In-Charge, CMPDI Exploration Camp, Talcher	In Camp store, CMPDI Exploration Camp, Talcher, P.O.: Dera Colliery, Dist.: Angul, Odisha - 759103
2	As per supplementary supply order	Officer-In-Charge, CMPDI Exploration Camp, Kosala	In Camp store, CMPDI Exploration Camp, Kosala, P.O.: Kosala, Dist.: Angul, Odisha - 759130
3	As per supplementary supply order	Officer-In-Charge, CMPDI Exploration Camp, Gopalpur	In Camp store, CMPDI Exploration Camp, Gopalpur, At/P.O.: Gopalpur, Dist.: Sundergarh, Odisha - 770024

Approximate distance of Camps from the cities (in kms.)				
Camp	Raigarh (Chhattisgarh)	Angul (Odisha)	Bhubaneswar (Odisha)	Cuttack (Odisha)
Talcher	355	40	150	130
Kosala	325	30	170	150
Gopalpur	50	290	440	415

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above.

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

**14. Applicable Rate of Entry Tax:** The applicable rate of Entry tax for the tendered items will be @ **02%** (rate presently applicable) on the total price including all taxes and Duties.

**Note:** In respect of supplies from the states other than Odisha, Entry Tax will be paid by Company but for the supplies from within the state of Odisha, entry tax will be paid initially by the bidder, which will be reimbursed by Company.

Entry tax component shall automatically be calculated by the system for calculation of Landed price. The rate presently applicable is @ **02%**. Bidders from within the state of Odisha should quote their basic price exclusive of entry tax.

## 15. Applicability of CST: NA

16. **Delivery Schedule:** The time for and date of delivery of the stores supplied in the supply order shall be deemed to be of the essence of the contract and delivery of the stores must be completed within the specified time period. In the event of failure to deliver the stores within the stipulated period in accordance with the specification mentioned in the supply order and in the event of breach of any terms and conditions mentioned the supply order, CMPDI has the right to initiate action as per Clause No: 30. **The successful bidder shall deliver the quantity mentioned in the supplementary supply order within the 04 (four) weeks from the date of receipt of the supply order by the successful bidder.**

- a. The rates quoted should be firm and valid up to one year. The successful bidder has to submit acceptance within seven (7) days from the date of issue of supply order. The date of commencement of supply order shall be considered from the seventh day of issue of supply order or date of acceptance of supply order by the successful bidder whichever is earlier.
- b. Material shall be procured as and when required basis against issue of supplementary supply order during the rate contract period.
- c. The quantity of each supply order shall not be less than 9.0 MT and may be in multiples of 9.0 MT with transport by supplier

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

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

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

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

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

## 21. **Opening of Bids:**

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 & time of Tender Opening. After opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

A. After opening of Price-bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the

omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days, 10 more days (10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

- C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), **then his bid shall be rejected and EMD or Rs.1.00 lakhs, whichever is lower, of L-1 bidder will be forfeited.**
- F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.
- H. The process as mentioned at Cl. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- J. The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, **within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the EMD of L1 bidder will be forfeited.**

It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause 22

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

## 22. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her 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.

The bidders will upload the scanned copy of the following specified documents duly attested by notary public in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

### Eligibility Criteria:

Sl No.	Category of Bidder	Scanned copy of documents (Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Basic Eligibility Criteria.
1	<b>Basic Eligibility Criteria</b> <i>(Ref. Clause No.7(A) of NIT)</i>	<ul style="list-style-type: none"> <li>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.</li> <li>b. Where offer is submitted by an Authorised Agent/Stockist, scanned copy of documentary evidence of being the same, viz. valid Authorization certificate issued by the Principal, should be uploaded along with the e-bid. The Authorization letter should have the following details:- <ul style="list-style-type: none"> <li>i. Name and Designation of the Authority issuing Certificate;</li> <li>ii. Validity of the Authorization;</li> </ul> </li> </ul>
2	<b>Provenness Criteria</b> <i>(Ref. Clause No.7(B) of NIT)</i>	Copies of supply orders for tendered items and Performance certificate as per Clause No 7 (B)
3	<b>TIN/VAT/Sales Tax Registration</b> <i>(Ref. Clause No.7(C) of NIT)</i>	TIN/VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State/Union Territory
4	<b>Permanent Account Number</b> <i>(Ref. Clause No.7(D) of NIT)</i>	PAN card issued by Income Tax department, Govt. of India
5	<b>Digital Signature Certificate (DSC)</b> <i>(Ref. Clause No.7(E) of NIT)</i>	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
6	<b>Technical specification parameter</b> <i>(As mentioned in TPS)</i>	Test certificate stating the item is confirming to IS: 6186-1986 Type - II

7	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5/- regarding genuineness of the information furnished by the bidder on-line and authenticity of the documents being produced by him/them before Tender Committee in support of his eligibility, as per the format given in the NIT at <b>Section - 3</b>
8	Any other document to support the qualification information as submitted by the bidder on-line ( <i>self-authenticated and attested by Public Notary</i> )

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

**23. In cases where the number of bids received are less than three on the end date of bid submission then the following critical dates of the Tender will be extended initially by two days and if the number of bids still remains less than three then for another five days automatically by the system:**

- 1. Last date of submission of Bid**
- 2. Last date of receipt of EMD**
- 3. Date of Opening of Tender**

**If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.**

**This extension will be also applicable in case of receipt of zero bid.**

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

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

**26. Security Deposit:** The successful Bidder will be required to deposit as Security Money 10% value of the order [Total value of the order], without any ceiling in the form of Demand Draft (in favour of CMPDI LTD, Regional Institute, Bhubaneswar" payable at Bhubaneswar).

- If the Security Deposit is submitted in the form of Demand Draft, it will be refunded within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period.
- In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.

- The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.
- Submission of Security Deposit will not be required, if the value of order is less than Rs. 1.00 Lakh.
- If any state/central Govt. organization/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce the documentary evidence issued by Government authorities for according exemption toward submission of EMD/SD , they may be considered for exemption from submission of EMD/SD.

**27. Performance Guarantee: NA**

**28. Inspection Clause:** The materials will be accepted subjected to inspection after receipt at store by the inspection committee.

**29. Payment terms:** 100% payment shall be made within 21 days of receipt and acceptance of materials by the inspection committee at consignee's end. However, the payment of Excise Duty shall be made against production of documentary evidence in support of payment actually made to the concerned authorities.

**30. Liquidated Damages:** In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI should have the right :-

- a. To recover from the successful tenderer, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent)
- b. To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply or,
- c. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- d. To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the liquidated damages referred to in clause (a) above.
- e. To forfeit the security deposit fully or partly.
- f. Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**31. Price Fall Clause:** The price charged for the stores supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any other organization during the period of contract.

If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the CMPDI and the price payable under the

contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

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

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

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

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

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

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

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

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

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

40. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of [Local](#) District Court.

41. **ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises / Govt. Deptts only) :**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties

to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator”.

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

-Sd-  
**HOD (Exploration)**  
**CMPDI, RI-VII,**  
**Bhubaneswar**