

TENDER DOCUMENT

FOR

ANNUAL RATE CONTRACT

FOR

SUPPLY OF CEMENT

FOR THE YEAR 2016-17

AT

DIFFERENT DRILLING CAMPS OF

CMPDI, RI-1



JUNE 16

CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
(An ISO 9001:2008 Company)
REGIONAL INSTITUTE – 1, G T ROAD (W),
ASANSOL – 713304



CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
Regional Institute – 1, G. t. Road (w), Asansol – 713304
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Ref. No. : CMPDIL/RI-I/S&P/ARC Cement/3/2016/58

Date: 16.06.2016

NOTICE INVITING TENDER

Sealed quotations are invited from bonafied & reputed authorised dealers/stockist/suppliers of PSC (Portland Slack Cement) conforming to latest ISS, for supply to different Camps viz Pragati Sub-Camp and Mollarpur Sub-Camp under CMPDI, RI-1, Asansol, on Annual Rate Contract basis in the following format and TERMS & CONDITIONS, as given below :

- | | |
|--|---|
| a) Tender Fee in INR
(Non-refundable / Nontransferable) | : Rs. 100/- (Rupees one thousand only) |
| b) Earnest Money | : Rs. 3798/- (Rupees three thousand seven hundred ninety eight only) |
| c) Date of Commencement of sale of Tender Documents | : 16.06.2016 (from 10.30 AM to 1.00 Noon) |
| d) Last date of sale of Tender Documents | : 06.07.2016 up to 1.00 Noon. |
| e) Last date & time for submission of offers | : 06.07.2016 up to 03:00 PM. |
| f) Due date & time of opening of Offers | : 06.07.2016 at 04.00 PM |
| g) Validity Period | : Twelve months from the date of acceptance of offer. |
| h) Type of Tender | : Two Bids |

NOTE:

- 1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.**
- 2. THE BIDDERS WHO FAIL TO SUBMIT THE REQUIRED TENDER FEE AND EMD THEN THEIR BIDS WILL NOT CONSIDER FOR OPENING.**
- 3. BIDDER OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.**

Contd.

Tender document can be obtained from the office of **HOD(S & P)** CMPDI, RI-1, Asansol during **10.30 AM to 1.00 PM** on all working days from **16.06.2016** to **06.07.2016** on remittance of tender fee (**Nonrefundable / Nontransferable**) either by crossed DD drawn in favour of **“CMPDI Ltd., Regional Institute, Asansol”** on any Nationalized / Scheduled Bank payable at Asansol preferably on **“State Bank of India”** or in the form of money receipt issued by the Cash Section, CMPDI, RI-1, Asansol in support of deposition of requisite money with him.

Tender documents can also be downloaded from CMPDI'S website **www.cmpdi.co.in** & Government website **www.tender.gov.in** during the period from **17.06.2016** to **06.07.2016**. In case of tender document obtained by downloading from Website, cost of tender document shall have to be deposited by the bidder in the form of **“Demand Draft”** drawn in favour of **“CMPDI Ltd., Regional Institute, Asansol”** on any Nationalized / Scheduled Bank payable at Asansol preferably on **“State Bank of India”**. Bidders shall be solely responsible for the correctness of the downloaded tender documents.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. **No claim on this account will be entertained.**

The Management reserves the right to accept or reject one or all the offers without assigning any reason whatsoever.

HOD(S &P)

DISTRIBUTION:-

1. RD, RI-1, Asansol.
2. GM(Geology), RI-1, Asansol.
3. Committee Member, RI-1, Asansol.
4. HOD (Fin), RI-1, Asansol.
5. OIC (P&A), CMPDI, RI-1, Asansol, with a request to arrange for display in the NOTICE BOARD.
6. AGM. SBI, Main Branch, Asansol, with a request to arrange for display in the NOTICE BOARD.
7. Office Copy .

INSTRUCTIONS:

1. Tender are advised to go through the Tender Document carefully and submit your offer accordingly complete in all respect with supporting documents, wherever asked for.
2. Tenders are invited from actual Manufacturers / authorized dealers/ authorized selling agents/ stockiest/ suppliers of PSC (Portland Slack Cement) only as indicated in the schedule of requirement given in Annexure-I
3. No deviation is acceptable to our document. The terms of conditions which are in deviation from our document are liable for rejection without making any back reference to the tenderers.
4. Tenderers are requested to visit our Drilling Camp/Site to have better idea of location before submitting the offer.
5. Tender must be accompanied by self-attested copies of PAN/VAT registration certificate.

Encl:

- a) Annexure-I (Schedule of Requirements)
- b) Annexure-II (Terms and conditions)
- c) Annexure-III (Price Bid Format)
- d) Annexure-IV (Format for Performa of Bank Guarantee in lieu of EMD/Security Money)

SCHEDULE OF REQUIREMENT

S. No	Description of Item	Qty (approx) Bag	Rate including Tax(Rs)	Transport charge (Rs)	Total Cost (Rs)	Consignee
1.	Portland Slack Cement (PSC) conforming to IS: 455 latest ammendment	375				Mollarpur Sub-Camp (130 km from Asansol market/110km from Raniganj market)
2.	-- Do --	75				Pragati Sub-Camp (Raniganj) (22km from Asansol market /04km from Raniganj market)

TERMS AND CONDITIONS

1. Mode & Method of Submission of Tender

The bidders must submit their offer i.e. **PART – I** and **PART – II** up to the scheduled time and date.

PART – I

Contain all Techno-Commercial terms & Conditions **except PRICE**.

- a) Commercial Terms & Conditions
- b) Earnest Money should be deposited in a separate envelope super scribing '**EARNEST MONEY DEPOSIT**' and not inside the envelopes containing **PART-I & II** of the bid.
- c) **EMD** should be either in the form of Bank Draft or deposit of cash. Bank Draft should be drawn in favour of "CMPDI LTD., Regional Institute, Asansol" on any scheduled bank payable at Asansol preferably on "State Bank of India"/ for cash deposit towards Earnest Money, cash will be accepted by Cash Office on all working days during **10.30 AM to 12.00 PM from 17.06.2016 to 06.07.2016** for which Money Receipt will be issued.
- d) In case Earnest Money is not submitted, the offer shall be **out-rightly rejected** without any reference on this subject. EMD shall be refunded to the unsuccessful bidder on request and on production of original money receipt immediately after finalization and award of the tender.
- e) For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of one year of Guarantee / Warranty Period from final inspection, after installation of LAN Components / Equipment along with all accessories at site. The deposits like Earnest Money will not carry any interest during its period of retention.
- f) The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.
- g) The Bank Draft towards the cost of tender documents as above shall be submitted in a separate envelope marked "**COST OF TENDER DOCUMENTS**" and not with **PART - I / EMD**.

PART- II

- a) The second part of the tender shall consist of details of **PRICES ONLY**. The price bids of only those bidders whose offer in **PART - I** is found to be techno-commercially acceptable will be opened.
- b) **ENVELOPE NO. 1** (PART-I) containing techno-commercial bid and the **ENVELOPE NO. 2** (PART-II) containing price bid, **ENVELOPE NO. 3** (EMD) and **ENVELOPE NO. 4** (cost of Tender Document in case of bidders using down loaded Tender Document) should be properly sealed and put inside a bigger envelope. All the three envelopes (four envelopes in case of bidders using down loaded Tender Document) should bear the Tender no., Date & Time of Opening and should also indicate the heading i.e. **PART-I, TECHNO-COMMERCIAL BID, EMD RECEIPT** and **PART – II, PRICE BID**. All the envelopes should be properly sealed and super-scribed with "**SUPPLY OF CEMENT UNDER ANNUAL RATE CONTRACT**" the Tender No., Date & Time of Opening should be inserted in a bigger envelope addressed to the **HOD(S&P)**, giving details of the Tender No. and the Date and Time of Opening of the tender and dropped in the nominated '**TENDER BOX**' kept in the office of the **HOD(S&P)**, CMPDI, RI-1, Asansol.

IF BIDDER DISCLOSE ITS PRICE IN THE TECHNO-COMMERCIAL BID (PART - I), THE OFFER WILL BE RESEALED AND WILL BE TREATED AS INVALID OFFER BY THE TENDER OPENING COMMITTEE

2. The offer shall be accompanied with the copies of:

- a) Valid Trade License
- b) VAT Registration Certificate
- c) PAN No.
- d) Credentials with supporting documents

3. NOTE

- a) **ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.**
- b) **TENDERS ERASED, CUTTING AND OVER WRITTEN WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE TENDERER'S SIGNATURE.**

4. PAYMENT OF EMD

EMD should be either in the form of Bank Draft or deposit of cash. Bank Draft should be drawn in favor of **"CMPDI Ltd., Regional Institute, Asansol"** on any Scheduled Bank Payable at Asansol preferably on **"State Bank of India"**. Cash Deposit towards Earnest Money, will be accepted by Cash Office from **10.30 am to 12.00 pm** from **17.06.2016 to 06.07.2016** for which Money Receipt will be issued. In case Earnest Money is not submitted, the offer shall be out-rightly rejected without any reference on this subject. EMD shall be refunded to the unsuccessful tenderer on request and on production of original Money Receipt immediately after finalization and award of the tender. **For successful tenderer EMD will be converted to Security Money which will be refunded to the successful tenderer on certification after completion of one year of Guarantee/Warranty and on production of original money receipt. The deposits like Earnest Money will not carry any interest during its period of retention.**

The deposits like Earnest Money may be forfeited:

- If any tenderer withdraws his offer after opening of the tender and during the validity period of tender.
- If the tenderer fails to execute the order within the specified time limit or does not fulfill any of the terms & conditions.

5. **Validity of Offer:** The offers must remain valid for 12 months i.e, the period of ARC from the date of issue of rate contract order so as to procure in phases depending upon the requirement and Store space availability.

6. **Consignee:** Regional Director, CMPDI, RI-I , Asansol-713304

7. **Paying Authority:** HOD (F), CMPDI, RI-I, Asansol-713304

8. **Price:** The rate shall be quoted both in words and in figures on FOR DESTINATION basis. If there is any discrepancy between the rates quoted in words and in figures, the lower of the two shall be considered. The offer should indicate rate per unit, discount, if any, total and delivery terms. The rates should be inclusive of all applicable taxes and duties.

9. **Taxes & Duties:**

- i) Whenever the tenderers mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.
 - ii) Conditional discounts, including quantity discounts, will be indicated in the comparative statement but the discounted price will not be shown for comparison purpose. Cash discounts or prompt payment discounts will also be treated in the same manner. Only unconditional discounts will be taken into account for arriving at total price.
 - iii) If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.
 - iv) In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated. If you are exempted from paying Excise Duty, the same must also be confirmed with valid documentary evidence.
10. The price quoted must be firm and offers must remain open for acceptance for three months from the due date of opening of the tender.
11. The tenders of those tenderers whose motto is to offer different prices or change the terms which affects the quoted price of the firm within the validity of the offer shall be treated as invalid offer and the action against such tenderer will be taken as per CIL Rules/Procedure.
12. Offers received after the submission time of the due date of the tender shall not be accepted.

13. Security Deposit:

- a) **The successful tenderers will be required to deposit as Security Money 10% of total value of the order** (FOR destination price including taxes and duties) in the form of Demand Draft/Bank Guarantee of any Scheduled Bank Payable at Asansol preferably on State Bank of India or in cash within 21 days from the date of issue of the supply order. **For successful bidder Earnest Money will be adjusted with the Security Money of 10% of the value of the order to be placed.**
- b) In case tenderer fails to deposit Security Money within the stipulated period the order shall be Cancelled and EMD deposited against this tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.
- c) The Security Deposit will be forfeited in case of unsatisfactory performance and /or contractual failure.

Security Money/Bank Guarantee of the eligible bidders will be released on certification after expiry of one year. The deposits like Security Money etc. will not carry any interest during its period of retention.

14. Agreement:

The successful bidder will have to enter into a Rate Contract Agreement with CMPDI, RI-1 on a Non-Judicial Stamp Paper of appropriate value.

15. Packing & Transport:

- a) It shall be responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road, or Sea as the case may be so as to their being free from loss of injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. CMPDI, RI-I 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.
- e) Packages containing articles liable to be broken, if any, by rough handling like glass or machinery made of cast iron will be marked with cautionary words like "Fragile", 'Handle with care' Weight of each package will be marked on the package.
- f) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

16. Delivery:

The time for and the date of delivery to 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.

In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the 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 :

- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of officer-in-charge.
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –

- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause(a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- g) If the execution of the supply order is delayed beyond the period stipulated in the 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 CMPDI, RI-I may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CMPDI, RI-I the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

17. Force Majeure Clause:

If the execution of the Contract/Supply Order is delayed beyond the period stipulated in the Contract/Supply Order as result of hostilities, declaration of embargo or blockade or flood, act of nature So ran other contingency beyond the supplier's control due to act of God, the 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 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 as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CMPDI nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.

18. Inspection:

Materials 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 after pre-dispatch inspection is carried out the materials will be subjected to final inspection & receipt of the materials at site.

19. Payment Term:

100% Payment shall be made after satisfactory inspection and acceptance of the materials.

20. Submission of Bill:

Pre-receipted bill in triplicate along with signed challah in duplicate, Guarantee Certificate are to be submitted to the concerned department. Payment shall be released on certified bills by the concerned authority. The payment shall be made by A/C Payee Cheque only.

21. Guarantee/Warranty:

The Tenderer shall give Guarantee/Warranty of satisfactory performance of materials offered by them for a period of 1 year w.e.f. date of supply. The supplier shall be responsible for any defects that develop under the conditions provided for by the contract and proper use, arising from faulty materials and shall remedy such defects on his own cost when called upon to do so. If it became necessary for the supplier to replace defective goods, such replacement should be made by the supplier without any extra cost of CMPDI.

22. Deviation:

Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents other than the prescribed schedules may render the bid itself non responsive.

23. Price Fall Clause:

It will be a condition of the contract that all through the currency of the prices, at which the successful tenderers shall supply the stores, shall not exceed the lowest price charged by them to any other agency including DGS&D. In the event of price going down, the supplier shall promptly pass on such information to enable this company to amend the order rate. Certificate to this effect will have to be enclosed with bill copies.

24. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

25. CMPDI, RI-I reserves the right to accept or reject fully or partly or split-up any or all offers without assigning any reason thereof. No disputes of any kind can be raised against this right of the buyer in any court of law or elsewhere. **NO CORRESPONDENCES WILL BE ENTERTAINED IN THIS REGARD.**

26. ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.

FORMAT OF PRICE BID

S. No	Description of Item	Qty (approx) Bag	Rate including Tax(Rs)	Transport charge (Rs)	Total Cost (Rs)	Consignee
1.	Portland Slack Cement (PSC) conforming to IS: 455 latest ammendment	375				Mollarpur Sub-Camp (130 km from Asansol market/110km from Raniganj market)
2.	-- Do --	75				Pragati Sub-Camp (Kulti) (22km from Asansol market /04km from Raniganj market)

Price not to be shown in the Price bid format which is to be submitted in PART-I bid.

**PROFORMA OF BANK GUARANTEE IN LIEU OF PART BID
SECURITY/EARNEST DEPOSIT**

To

M/s. Central Mine Planning & Design Institute Limited
Regional Institute No.1
G.T. Road (West End), Asansol
Dist-Burdwan, PIN – 713304

Dear Sir,

Dear Sirs,

- 1 In consideration of "Central Mine Planning & Design Institute Limited, Regional Institute – 1" having its Registered Office at Asansol (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in _____, for the work" _____ "issued in favour of M/s _____ for (hereinafter referred to as 'the bid' to accept the Deed of Guarantee as herein provided for Rs. _____ from the Scheduled/Nationalized Bank in lieu of Bids/Earnest Money deposit to be made by M/s. _____ (hereinafter called "the tenderer") or in lieu of Demand Draft of equal amount, for the due fulfillment of the terms and conditions contained in the said Bid documents by the Tenderer, we the _____ Bank _____ (hereinafter referred to as the said Bank) having its Registered Office at _____ do hereby undertake and agreed to pay the Company is due and payable by the Tenderer for the reasons of failure/negligence in performing the terms and conditions contained in the contract/Bid by the buyer and to unconditionally pay the amount claimed by the Company on demand without any demur to the extent aforesaid.
2. We _____ Bank agree that Company shall be the sole judge as to whether the said Tenderer has failed/neglected in performing any of the terms and conditions of the said contract/Bid and the decision of the Company in this behalf shall be final and binding on us.
3. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to 365 (three hundred sixty five) days on and from _____ and any claim received after the said date shall in no case bind the Bank.
4. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms & conditions of the said Bid document or to extend the time of performance by the said Tenderer or to postpone any time and from time to time any of the

powers exercisable by it against the said Tenderer and either to enforce or to forbear from enforcing any of the terms & conditions governing the said Bid document or Securities available to the Company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs._____ and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till 365 (three hundred sixty five) days on and from _____ unless the written demand or claim under this guarantee is made by the Company with us of the Company with us on or before expiry of 365 (three hundred sixty five) days on and from _____ all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the said Bank shall not discharge our liability hereunder.
7. This guarantee issued by Sri _____ who is authorized by the Bank.
8. **ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.**