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A Mini Ratna Company



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुपूर्णा कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखण्ड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292TH1975GOI001223
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोल-७१३३०४
Regional Institute-1, West End, G.T. Road, Asansol-713304

CMPDIL/RI-1/S&P/ Battery/8/18-19/635

Date: 02.11.2018

NOTICE INVITING TENDER

Sealed quotations (on letterheads of bidders in the format given below) are invited from Manufacturers of branded batteries (Exide / Amaron / Any other reputed brand) and in case the manufacturers, as a matter of policy do not quote directly, then from their Authorized Indian Stockists / Distributors / Dealers / Sellers for supply of automotive batteries for trucks & mud pumps deployed in Drilling Camps of CMPDI, RI-1, Asansol as shown below under the given terms and conditions:

Battery Capacity	Qty. (Unit)	Unit Rate (Exclusive of GST) (₹)	Rate of CGST/SG/SGST/IGST/Cess in (% and ₹)	Net Unit Rate Inclusive of GST (₹)	Total Cost (₹) Ax B = (C)	Name of Manufacturer	Model Offered	Warranty (Months)	Buy Back Price Per Unit of old Battery including GST @ 18% (₹) (E)
	(A)			(B)				(D)	
12 V 15 Plates 80 AH	2 (Two)								
12 V 17 Plates 130 AH	2 (Two)		To be type – written on the bidder's letterhead						
12 V 25 Plates 180 AH	7 (Seven)								

Note:

- L1 will be decided on the value (C – E) / D whosoever is lowest.
- Copy of Manufacturer's price list must be submitted along with the bid

TERMS & CONDITIONS:

- Item – rate Contract:** Since this is an item rate contract, bidders can bid for either or all 3 types of batteries as stated above and L1 will be decided item - wise. However, bids must be made for the total required quantity against each type.
- Application Fee & Earnest Money Deposit:** Application fee of Rs 100 and EMD of Rs 3080.00 are to be paid vide DD drawn in favour of CMPDI Ltd., Regional Institute – 1, Asansol on any bank, preferably SBI, and payable at Asansol. Single DD may be drawn for the total amount i.e. Rs 3180.00. Submission of Application fee and EMD is exempted in case of firms registered with NSIC / DGS&D / firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) against submission of valid registration certificate. The list of items is to be attached. However,



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if the firm is not registered for the tendered item, Application Fee and EMD will be required to be submitted as above.

The EMD of successful Bidder(s) (after award of contract) will be retained by CMPDI and released after submission of the Security Deposit, as per the extant practice;

The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender.

Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference. Scanned copy of the documents in support of exemption will have to be uploaded by the Bidder during Bid submission.

For the unsuccessful bidder, the EMD shall be refunded after finalization of the tender / after the bidder is declared unsuccessful unless it is forfeited by the Department.

Eligibility:

i) Indigenous Manufacturers:

Indigenous manufacturers who manufacture the tendered item are eligible to quote against this tender. In support of eligibility, scanned notarized copies of the following documents are required to be submitted with the offer:

1. Documentary evidence to establish the fact that they are manufacturer for the offered item. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License / Registration Certificate issued by the appropriate authorities, etc.;
2. Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration, etc.;

OR

ii) Authorized Indian Stockist/ Distributor/ Dealer/ Seller :

Wherever offer is submitted by an Authorized Indian Stockist/ Distributor/ Dealer/ Seller, scanned copy of following documents should be submitted along with the bid: -

- (a) Documentary evidence to establish that their principal company is manufacturer of the offered item. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.;
- (b) Documentary evidence to establish that the bidder is an Authorized Indian Stockist/ Distributor/ Dealer/ Seller of the principal company/ manufacturer of the offered item viz. valid Authorization certificate indicating the following details: -
 1. Name and Designation of the Authority of Principal Company who issued the Certificate;
 2. FAX No. / Contact No. and e-mail id of the said Authority;
 3. Date of issue of the Certificate and Validity of the Authorization

Note: All Bidders must submit copies of supply orders from Mining Industry and / or other Industries (Private or Government Department/ Public Sector Undertaking) for at least 20% of the total quantity of this tender



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3. PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :

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

Micro & Small Enterprises – Purchase preference will be applicable to the Micro & Small Enterprises, as under, as per provision of “Public Procurement Policy for Micro and Small (MSEs) Order, 2012” and the Govt. of India guidelines issued from time to time :-

“MSEs quoting price within price band of L1+15 percent shall be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non MSEs. Out of the said 20%, 4% is earmarked for MSEs owned by Scheduled Cast/ Scheduled Tribe (SC/ST) entrepreneurs”.

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 Notarized copy of the complete set of valid registration certificate with their offer.

NB: The above mentioned purchase preference will not be applicable for the items, which are not covered under MSME registration.

4. PAN : Self attested copy of PAN

5. GST Details: CMPDIL, RI-1, Asansol have GSTIN No- 19AAACC7475N1Z1 having address - CMPDI LTD , REGIONAL INSTITUTE-I, G.T ROAD (WEST) , ASANSOL- 713304 (West Bengal).

Details of GST Registration of the bidders (to be filled by Bidders)

Name of Bidders as per GSTIN Information	GSTIN No of Bidders	STATE in which is Registered	Type of Registration (Regular/ Composition scheme/ Exempted From Registration) (To be clearly mentioned by Bidder)

a) Copy of GST Registration certificate towards GST duly self-attested, if applicable.

b) Copy of exemption certificate towards GST/SGST/IGST duly self-attested, If applicable.

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/ section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing Chartered Accountant having certificate of Practice

and valid membership number of ICAI that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If bidder is exempted from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakhs then bidder has to submit the copy of Notification along supporting documents which prove that turnover of their business is less than 20 Lakhs and certificate from practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI

that Aggregate turnover from all business is less than 20 Lakh, hence he is exempted from Registration under GST Act, 2017.



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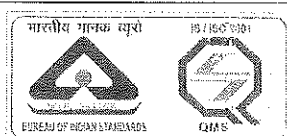


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- c) If bidder is eligible for charging lower than the normal rate is applicable (where Bidder has opted **Composition Scheme**), then bidder has to submit the authentic documents for such.
- d) The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.
- e) In case of COMPOSITION TAX, the supplier is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the supplier that "composition taxable person not eligible collect tax on supplies" The supplier shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.
- f) The supplier also shall comply the provisions of GST including "Anti Profiteering clause" of GST.
- g) The bidder shall indicate their GST Reg. No and should submit GST Reg. Certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-1.
- h) The tax invoice raised by the supplier against the goods supplied must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of supply to CMPDI Ltd within the state of West Bengal.
- Supplier shall ensure timely submission of correct invoice(s) as per GST rules/ regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST(CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier.
- i) In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount. However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price. In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.
- j) **TDS** : The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of goods or services.
- k) **E-way Bill**: The e-way bill, if any, required in connection with supply of goods shall be arranged by the supplier.

6. Due Date: Due date of submission of offer is up to 3.00PM of 17.11.2018. Due date of Opening is on 17.11.2018 at 4.00PM.

7. Mode & Method of Submission of Quotation: Quotation on bidder's own letterhead must be in sealed cover super scribing Tender No. and date and time of opening and put in box provided for this purpose



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in the office of the undersigned. All documents attached with the bid should be signed and stamped by the bidder.

8. **Rates :** The rates shall be quoted on FOR destination basis and inclusive of applicable GST and delivery charges at CMPDI, RI – I, Asansol
9. **Delivery:** The materials must be delivered at CMPDI, RI – I within 21 days from the issue of purchase order. The old batteries are to be collected from CMPDI, RI – I thereafter with proper billing and issue of gate pass by authorised person. The old batteries will be made available within 10 (ten) days of acceptance of batteries at RI – I.
10. **Consignee :** GM (Geo.) / Drilling Store, CMPDI, RI-I, Asansol
11. **Billing & Payment:** Bill should be raised by the bidder on CMPDI, RI-I as per the quoted rates and amounts given at Column (C) in table above. A bill will be raised by CMPDI, RI-I on the bidding firm for purchase of replaced batteries as per column (E) above. The old batteries will carry a SGST rate of 9 % and CGST rate of 9% i.e total 18%. The difference amount of the bills i.e C – E will be paid to the bidder on receipt of pre-receipted bill in triplicate along with signed challan in duplicate after the materials are inspected and found in good condition. The payment shall be made by e-payment (RTGS/NEFT).
12. **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 (Annexure – IV) drawn on any Scheduled Bank Payable at Asansol preferably on State Bank of India within 21 days from the date of issue of the supply order.
For successful bidder Earnest Money will be adjusted with the Security Money which is 10% of the value of the order to be placed.
No Security Deposit will be required if the value of the order is less than Rs 1.0 Lakh
 - 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 from the inspection of materials received. The deposits like Security Money etc. will not carry any interest during its period of retention.
13. **Paying Authority:** HoD (F), CMPDI, RI-1, Asansol.
14. **Inspection :** Acceptance of supplied materials is subject to inspection by an Authority to be deputed for this purpose at consignee's end.
15. **Validity:** The offer must remain valid for minimum 3(Three) months.



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16. Guarantee/Warranty: Bidders must indicate the Manufacturer's Guarantee/Warranty for the offered item as shown in table above and the same will be used for determining the L1 status. The Bidders shall indemnify CMPDI, RI - I, Asansol against any manufacturing defect in any item supplied by them and such defective item shall be replaced with a new item within 7 days of notice.

17. Penalty

In the event of failure to deliver or dispatch the materials 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 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.

c) To forfeit the security deposit full or in part.

d) Wherever under this contract any sum of money is recoverable from and payable by the supplier, the CMPDI, RI-I Asansol shall be entitled to recover such sums by appropriating a part or in whole by deducting any sum due or which at any time thereafter may come due to supplier in this or any other contract should this sum be not sufficient to cover the full amount recoverable, the supplier shall have to pay the CMPDI, RI-I Asansol on demand the remaining amount so due.

18. 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 or any 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.



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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.

19. PRICE VARIATION CLAUSE

The rates at which the stores are to be supplied under the Contract are fixed for the duration of the Contract. Normally therefore the rates are not subject to any upward revision until the period of contract is completed. However where additional Statutory Levies are imposed by the Government in the form of Duties/and or Taxes during the currency of the Contract which directly affect the finished goods, a Price increase may permitted on production of adequate documentary evidence in support of such increase of Levies and quantum of variation in the ultimate price of goods.

20. PRICE FALL CLAUSE

The prices charge for the stores supplied shall in no event exceed the lowest price of supplied stores of identical description to any other party/organization during the said period. If the sale price is reduced lower than the price chargeable under the Contract, such reduction shall be incorporated and stores supplied after the date coming into force on such reduction and stores supplied after the date coming into force on such reduction or sell shall stand correspondingly reduced.

CMPDI, RI-I reserves the right to accept or reject fully or partly, or split up any or all offers amongst the bidders without assingning any reasons thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere. No correspondence will be entertained in this regard.

[Signature]
HOD(S&P)

Copy To:

1. RD, RI-1, Asansol.
2. HOD (Fin), RI-1, Asansol.
3. GM(Geo.), RI-1, Asansol
4. Member, Purchase Committee, RI-1, Asansol.
5. NOTICE BOARD.
6. Office Copy.



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