



cmpdi

A Mini Ratna Company

सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्युट लिमिटेड
(कोल इंडिया लिमिटेड की सहायक कम्पनी/ भारत सरकार का एक लोक उपकरण)
क्षेत्रीय संस्थान-3

Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited/ Govt. of India Public Sector Undertaking)

Regional Institute-3

Corporate Identity Number – U14292JH1975GOI001223

NIT No: CMPDI/RI-III/EXPL/CL/2018/1904

Dated:04.12.18

TENDER DOCUMENT FOR OPEN DOMESTIC BIDDING

(Only through Electronic tender)

I	Tenders are invited on-line from Manufacturers / Authorized Agents / Stockists from Indian origin only, for the Supply of NQ Core Lifter and Core Lifter Cases used for wireline core drilling purpose , as per the SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION, etc. (ANNEXURE – IV), GENERAL TERMS AND CONDITIONS and other terms & conditions given below.	
a.	Where a Manufacturer submits the offer, scanned copy of documentary evidence of being the same should be uploaded along with the e-bid.	
b.	Where offer is submitted by an Authorized 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:- 1. Name and Designation of the Authority issuing the Certificate; 2. FAX No. / Contact No. and e-mail id of the Authority; 3. Date of issue of the Certificate and Validity of the Authorization; 4. Specific Reference of the Tender for which the Authorization has been issued.	

II	DETAILS OF TENDER :	
a	TENDER NO: CMPDI/RI-III/EXPL/CL/2018/1904	Dated: 04.12.18
b	MODE OF TENDERING	ON LINE BIDDING SYSTEM through Coal India Limited e-Tender Portal : http://coalindiatenders.nic.in
c	TYPE OF TENDER	TWO BID
d	ESTIMATED VALUE OF TENDER	Rs. 2,93000.00
e	TENDER FEE	Not applicable
f	EARNEST MONEY DEPOSIT : (TO BE SUBMITTED ON-LINE)	Rs. 5860.00
EMD shall be accepted in Rupees (INR) only		
	The EMD should be submitted through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. The list of the quoted items along with details of EMD for each item should be uploaded along with the documents while bidding. The date of payment should be prior to the End Date and Time of Bid Submission. Please also refer note (iii) of the following page.	EMD to be submitted online (refer clause no 14)
g	INTEGRITY PACT	NOT APPLICABLE

III TIME SCHEDEULE OF TENDER:

Sl. No.	Particulars	Date	Time
a.	Document download start date : 		
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 : 		

As available on the website:
<http://coalindiatenders.nic.in>

g.	Due date of opening of Techno-commercial Bid	:	
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<p>NOTE:</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) 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.</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 the bidder does not want to quote. Simultaneously, the bidder should upload a document (.pdf file) clearly specifying the items which he is quoting/bidding for in the space provided against 'Upload EMD exemption document' which should be digitally signed before moving to Next Page.</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 'Favorite' 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. There is no tender fee and the bidders can download the Tender Document free of cost.</p> <p>(vi) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.</p> <p>(vii) The offers of Bidders, who fail to submit the required EMD / fail to upload scanned copies of EMD exemption documents, will not be considered.</p>

IV INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS:

Requirements for Vendors

- Registration with Service provider portal <http://coalindiatenders.nic.in>
- The vendor should possess a Class II/III Digital Signature Certificate (Mandatory)
(Bids will not be recorded without Digital Signature Certificate.)
If any clarification is required, the Bidders are requested to contact M/s. NIC. at the following contact Numbers, before the schedule time for submission of the bid:-
NIC Toll Free Telephone Number : 1800-3070-2232 ; 91 7878007972 ; 91 7878007973
Help desk No. at CMPDI, RANCHI: 0651- 2233058/ 2792594

Contact person for this Tender: HOD (Exploration), RI-III

e-mail — bk.gazarasan@coalindia.in

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

In order to submit the bid, the Bidders have to get themselves registered online on the e-procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) of Govt. of India, which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the Bidder, whereas DSC holder may be either the Bidder himself or his duly authorized person. For registration, Submission procedure and method of correspondence, etc., Bidders are requested to visit our website: <http://coalindiatenders.gov.in>.

To obtain the Class II / III digital signature certificate or further details, Bidders are requested to visit the website: <http://coalindiatenders.nic.in>

Note: If the DSC holder is bidding on-line on behalf of the Bidder, the Power of Attorney or Authorization (self-authenticated and attested by Public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in Annexure A. If the Bidder himself is the DSC holder, bidding online, then Power of Attorney or Authorization is not required.

Help for participating in e-tender:

The detailed method for participating in the e-procurement process is available on the website: "<http://coalindiatenders.gov.in>". The Bidders have to Log on to the official website: <http://coalindiatenders.gov.in> 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.

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

V	<p>METHODOLOGY OF SUBMISSION OF BID AND ITS EVALUATION:</p> <p>A. The bid will be submitted electronically online on the e-procurement portal (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC).</p> <p>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 & 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>C. General Technical Evaluation: The bidder has to fulfil/comply to all the terms of ‘General Technical Evaluation’ (GTE).</p> <p>D. Letter of Bid: The format of Letter of Bid (as given in the NIT at Annexure-I) will be downloaded by the Bidder and <u>will be printed on Bidder's letterhead</u> and the scanned copy of the same, duly ‘Signed & 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>E. Confirmatory Documents: The Bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in the Tender Document (POINT VI ‘I’), in Part-I / Cover-I while submitting his bid. The Bidder will have to give an undertaking online that if the information / declaration / scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded, which is not required as per the terms of the Tender Document, shall not be considered.</p> <p>F. Technical Parameter Sheet: The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item along with other “commercial parameters” 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 any of the commercial parameters will disqualify the Bidder for all the items. The Technical cum Commercial 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>G. Commercial Sheet: The Commercial Bid / Sheet will be available separately 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>H. PRICE BID / BOQ: The Price bid containing the Bill of Quantity will be in .xls (EXCEL) format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he/she will quote the rates for all tendered items as per the requirements as indicated.</p> <p>Core lifter and its case will be procured from the same source. 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 should quote for all the tendered items and the L-1 will be decided on the total value of all the tendered items (detailed later). 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.</p>
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I. Submission of information / Price in 'Bid_INR' & 'Bid_Other':

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

The rate should be quoted by the bidders in Indian Rupee on FOR Destination basis which is CMPDI, RI-III, Exploration Stores as mentioned in consignee particulars of N.I.T

The bidder should indicate the following in PRICE BID/BOQ at the specified space:

- a) Net Ex-works (Basic Price)
- b) Packing & Forwarding charges.
- c) ~~Excise Duty/CVD and SAD as applicable should be filled at specified space in the BOQ.~~
- d) ~~Central Sales Tax /VAT (as applicable on the date of offer).~~
- e) Freight charges.
- f) Transit Insurance charges
- g) Other charges if any
- h) Any other taxes / duties as legally leviable should be spelt out clearly by the bidder.
- i) Entry Tax reimbursable to bidder (if any) to be indicated at specified space in the BOQ
- j) ~~Bidders status/ Category for applicability of Entry Tax which is payable directly by CMPDI to CG Government.~~

Safe arrival of materials up to destination shall be the responsibility of the supplier

J. ADDITIONAL INFORMATION REGARDING BOQ/ PRICE BID:

- a. The Price bid of the Bidders will have no condition.
- b. The Price Bid, which is incomplete and not submitted as per instruction given above, will be rejected.
- c. In case of Taxes and Duties like CGST, SGST / UT-GST or IGST the calculated amount is to be entered in the fields, in absolute value only, after calculation. The applicable rate of these elements in terms of percentage is to be declared in the '**Commercial Bid**', **Annexure-VII**. The calculation shall remain protected and the Bidders cannot enter any data in the column.
- d. The rate / amount of CGST, SGST / UT-GST or IGST entered by the Bidder in the Commercial Bid / BOQ sheet should be legally applicable rate of GST at the time of submission of bid.
- e. The L-1 status shall be decided by deducting the Input tax Credit (CGST, SGST or IGST or UTGST as the case may be) amount from the total Rate by the system. ~~The Bidder opting for composition scheme is not allowed to quote GST rate/amount in Commercial Bid/BOQ.~~
- f. Statutory Variation: If there is any statutory change in GST/SGST/UT-GST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.
- g. In case of successful Bidders, if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CMPDI on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CMPDI required to claim Input Tax Credit as per the GST Rules.

Note:-i) Delivery is to be effected on door delivery basis; As such, the successful Bidder will have to arrange the prescribed E-Way bill at their end.

ii) The Bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation Purpose, document in support of Proof of EMD payment/exemption of EMD (if applicable) and Technical Parameter Sheet (TPS) in excel format for technical evaluation etc.

K. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of the bid and CMPDIL will in no case be responsible and liable for those costs.

L. Clarification of Bid: The Bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications given by Department will be visible to all the Bidders intending to participate in the tender. The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification by Bidders / the last date of giving clarification on-line will be as per the TIME SCHEDULE OF TENDER as available on the website: <http://coalindiatenders.nic.in>. **No other mode of seeking clarification shall be entertained.**

M. Modification / Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of submission. Modification/ withdrawal of the bid is **not permitted** after bid opening.

N. Opening of Bid:

Tender (Cover-I and Cover-II) will be decrypted and opened online by the “bid Openers” with their Digital Signature Certificates on the prescheduled date and time of Tender Opening.

O. Evaluation of Bid:

- i) After opening of the tender on the scheduled date and time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS containing other Commercial parameters.
- ii) Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible Bidders get decrypted and a comparative statement of prices will be generated by the system.
- iii) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.
- iv) After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 7 x 24 and 5 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. Modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will not be allowed and even if submitted, will not be considered by CMPDIL.

*These documents may be uploaded within the specified time period of 7 (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 7 (seven) days time for online submission by Bidder. The Bidders will get this information on their personalized 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 personalized 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 five days (5 x 24) indicated on the system. The Bidder will upload / re-upload the requested documents within the specified period.*

- 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 2nd 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, 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. V(J) in the NIT.

P. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Shortfall documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

In cases where the numbers of bids received are less than three, the tender submission date will be extended initially by two days and thereafter by five days automatically by the system.

Q. Placement of Order:

After establishment of techno-commercially L-1 bidder, the copy of the Purchase Order will be uploaded on the portal and the original copy will be sent to the Bidder(s) through registered / speed post. On receipt of supply order, the successful tenderer shall submit receipt and acceptance of the supply order within 15 days from the date of receipt of the order.

VI	Important Information:
A	Bidders are advised to download the Tender Details, the complete Tender Document, including the Annexures and files available for downloads . Bidders are also advised to go through this e-tender document carefully and submit their quotation on-line in the Technical, Commercial and Price Bid format given on the website https://coalindiatenders.nic.in . The files (.xls format) downloaded should be carefully filled in and again uploaded on the website https://coalindiatenders.nic.in . Due care should be taken to check all the entries in each of the sheets before uploading and authorizing (submitting).
B	Tender cannot be accessed on-line after the DUE DATE and TIME of submission , as available under TENDER DETAIL of this tender on the website: https://coalindiatenders.nic.in . No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered
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 calculation, based on the evaluation method mentioned in the NIT Clause 3.2.2 , the manual calculation shall prevail.
H	ON-LINE CONFIRMATION OF BIDS WILL BE FINAL: Acceptance/confirmation of NIT terms in ON Line Bid will only be treated as final. No other terms and conditions offered by the Bidder in any other form will be considered.

I	SCANNED COPY OF DOCUMENT TO BE UPLOADED ALONG WITH THE BID. The Bidders must submit scanned copies of the following documents, along with Part-I of the bid (Techno-commercial bid), in .pdf file (preferably in one file).		
	Sl. No.	Description	Reference of the Tender Document
	(i)	Letter of Bid on the Letter Head of the Bidder, as per the enclosed format.	Clause V (D) and Annexure-I
	(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 notarized , if applicable. -OR- (c) Copy of complete set of DGS&D registration certificate self-attested and notarized , if applicable. -OR- (d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority, self-attested and duly notarized .	Clause No. II (f) ; Clause No. 16 & / or Clause No. 21
	(iii)	List of the items quoted for and details of EMD thereof on the Letter Head of the Bidder, duly signed and stamped.	Clause No. II (f)
	(iv)	Integrity Paet duly signed and stamped indicating the name and designation / capacity of the signatory, if applicable.	Clause No. II (g), VII (1) & Annexure -V
	(v)	Proof of being a Manufacturer, duly self-attested and notarized (if applicable). If offer is submitted by Authorized Agent / Stockist, documentary evidence of being the same.	Point I (a) (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.	Clause No. VII (2) (b) (I)
	(viii)	Copies of supply orders in support of eligibility, duly self-attested.	Clause No. VII (20)
	(ix)	Undertaking on the Letter Head of the Bidder that the said supply order has been successfully executed, as per the enclosed format.	Annexure-III
	(x)	Valid Sales Tax registration with Sales Tax Department indicating TIN number, duly self attested and notarized, otherwise the offer is liable for rejection.	Clause No. VII (34)
	(xi)	Supporting Brochure of the offered items conforming to all the technical parameters if applicable	As per the TPS
	(xii)	Copy of PAN (Permanent Account Number) card issued by Income Tax Department Govt of India, duly self-attested and notarized	As per GTE
	(xiii)	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 the Power of Attorney or authorization as per the format given in the NIT is required.	As per Annexure II
	(xiv)	Affidavit for genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility as per annexure – VII of NIT.	Annexure - IX
	(xv)	Any other document required to be submitted by the Bidder as per the Tender.	
J	(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. (b) The bid can be submitted by the Indian Agent on behalf of the Principal / OEM or by the Principal / OEM itself, but both cannot bid simultaneously for the same item / product in the same tender; (c) If an Agent submits a bid on behalf of the Principal / OEM, the same Agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product;		

VII	<p>COMMERCIAL TERMS AND CONDITIONS: 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. It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below :</i></p>		
1.	<p>INTEGRITY PACT (If applicable):</p> <p>Central Mine Planning & 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 ₹ 1.00 crore and above</u>. The <u>Integrity Pact</u> document to be signed and uploaded by the Bidders is enclosed <u>[Annexure V]</u>. 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>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.</p> <p>Name and address of Independent External Monitors is as under :</p> <table> <tr> <td data-bbox="303 579 731 691">1 Prof (Dr.) L. C. Singhi, IAS (Retd.) L-31 Third Floor, KAILASH COLONY, NEW DELHI 110 048.</td><td data-bbox="901 579 1287 691">2 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>PRICE : Price Bid shall be submitted through Enterprise Procurement System (EPS) through internet.</p> <p>The prices shall be quoted in the following manner:</p> <p>i) For Indigenous Manufacturer : The prices shall be quoted on FOR Destination basis in INR ;</p> <p>ii) For Authorized Indian Stockist/ Distributor/ Dealer/ Seller: Authorized Indian Stockist/ Distributor/ Dealer/ Seller of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in INR only, in case the manufacturer, as a matter of policy, does not quote directly.</p> <p>Authorized Indian Stockist/ Distributor/ Dealer/ Seller of foreign manufacturer or indigenous manufacturer shall quote for the equipment along with Assemblies, Spares, Consumables, etc. in INR only and the supply of the complete system will be made by the participating firm on FOR destination basis and the payment of the same will be made to the participating firm in INR.</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 & 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>NOTE:</p> <p>(a) In case of item 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>TAXES AND DUTIES :</p> <p>I) Percentage / Specified amount of Taxes and duties should be clearly mentioned otherwise, CMPDI reserves the right to reject such offers. Taxes and duties applicable on the date of Price-bid opening will be considered for calculating landed price for comparison /status purpose against this tender.</p> <p>a. GST: GST, if applicable, will be payable extra as per prevailing GST Act and Rules.</p> <p>b. The legally applicable rate of TAX should be clearly mentioned in the commercial bid and the value (after calculation) in the price bid.</p> <p>II) Input Tax Credit: CMPDI is entitled to avail Input Tax Credit on account of CGST, SGST, IGST for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant Tax Act shall be considered for determining tender status for which Bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling CMPDI to avail Input Tax Credit:-</p>		

- i) Invoice should be issued by the supplier as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017:-
- ii) If input tax credit is not available to CMPDI for any reason not attributable to CMPDI, then CMPDI shall not be obligated or liable to pay or reimburse GST (CGST & SGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such GST (CGST & SGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDI to the Supplier. Further in this case, CMPDI reserve the right to upload name and detail of such defaulter on CMPDI website and may also consider for giving holiday/debarring from participating in tenders.
- iii) GST Registration Number of CMPDI is as under:

State	City	GSTIN
Jharkhand	Ranchi / Dhanbad	20AAACC7475N1ZI
West Bengal	Asansol	19AAACC7475N1ZI
Maharashtra	Nagpur	27AAACC7475N1Z4
Chhattisgarh	Bilaspur	22AAACC7475N1ZE
Madhya Pradesh	Singrauli	23AAACC7475N1ZC
Odisha	Bhubaneshwar	21AAACC7475N1ZG

Please note that the above mentioned IDs are provisional IDs and when GST authorities issue final registration certificate, the same shall be indicated. In case Supply Contract is concluded, the supplier's bills should bear this number to enable CMPDI to claim INPUT TAX CREDIT, according to the State of the Consignee.

- iv).If TCS will be collected, Bidder will issue TCS Certificate in the prescribed form, i.e. 27D.

c. In case the supplier has to arrange importation and pay Customs Duty, Clearance Charges, etc., the rates quoted should be on FOR Destination basis and safe arrival of the consignment from Country of Origin to Destination will be the responsibility of the supplier. In such a case Statutory Local Levies (if any) will be payable extra as applicable. The applicable rates of such levies should be clearly mentioned.

Note:

- (i) 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;
- (ii) 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;
- (iii) 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.
- (iv) 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;
- (v) The prices should be quoted in the format provided on line;

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

~~The supply is to be arranged after specifically importing the ordered items and in matching sets only as specified in Annexure I. Individual items have to be supplied in ORIGINAL PACKING.~~

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

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

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

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

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

c. ~~Customs Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus landing charges,~~

	<p>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>
3.2	<p>COMPARISON OF OFFERS: Both the items will be procured from the same source. Overall landed value (i.e. the Composite Price of entire quantity) for both the offered items will be compared (taking item 1 & item 2 in 5:1 ratio i.e. rate of item 1 x 5 + rate of item 2 x 1) and not against individual item. [Price scheme is to be incorporated along with basic Customs Duty in tabular format]</p>
3.2.1	<p>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.</p>
3.2.2	<p>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.</p>
4.	<p>Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will not be considered for evaluation of the offers. However, such discounts shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</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> <p>Computational Errors, if any, will be rectified on the following basis:-</p> <p>If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.</p>
5.	<p>VALIDITY OF OFFER: The offers must remain open for acceptance up to 180 days from the date of opening of the tender.</p>
6.	<p>FIRM PRICES: The prices quoted must be FIRM throughout the validity period of the offer.</p>
7.	<p>Offers of those Bidders who <i>suo moto</i> 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 <i>ab initio</i> and action against such Bidders will be taken as per CIL Rules/Procedure.</p>
8.	<p>PAYMENT TERMS</p>
8.1	<p>FOR EQUIPMENT AND P&M ITEMS:</p>
8.1.1	<p>Bidders from India shall confirm their acceptance of the following Payment Terms:</p>
i	<p>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.</p>
ii	<p>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.</p>
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. 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>
	<p>Note: No other payment term will be acceptable.</p>
8.2	<p>FOR ITEMS OTHER THAN EQUIPMENT AND P&M :</p> <p>i Bidders quoting in INR shall confirm their acceptance of the following Payment Terms: Bills will be paid per supplied lot (i.e. 200 core lifters and 40 core lifter cases) as per supply schedule. 80% payment shall be made within 21 days from the date of receipt and acceptance of the supplied quantities (as per supply schedule) at Consignee's end or within 21 days from the date of receipt of supplier's bills, whichever is later. Payment of balance 20% of the bill will be made after obtaining the average performance from the field, detailed at clause no. 13.A.2. If the said average performance is not achieved in first two batches of 50 core lifters each (total 100 nos.), excess consumption in quantity shall be claimed on pro-rata basis (against a single bill of 200 core lifters) from the supplier as free replacement and this 20% bill will be paid after receiving the free replacement, if any. On the basis of the average performance, if replacement is not applicable, balance 20% bill will be paid.</p> <p>Submission of Documents : The supplier will submit the following documents along with bills to the Consignee:</p> <ul style="list-style-type: none"> a. Four copies of the Supplier's invoice, Pre-Received and Stamped showing Contract Number, Goods description, quantity, unit price, and total amount. b. Manufacturer's Warranty / Guarantee Certificate. c. Lowest Price Certificate. d. Any other document(s) required as per contract.
ii	<p>Overseas Bidders quoting on FOB Basis in Foreign Currency shall confirm their acceptance of the following payment terms: "Payment for 80% of the FOB Value will be made against submission of required documents through unconfirmed, irrevocable Letter of Credit. Balance 20% will be paid through Foreign Demand Draft / EFT after receipt and acceptance of material at Ultimate Consignee's End."</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>
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>
	<p>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</p>
8.3	<p>CMPDI is effecting payment to suppliers through Electronic Fund Transfer (EFT). Bidders are required to submit their mandate form for e-payment, as per Annexure- V, with Signature and stamp, along with their Bill (s).</p> <p>(Not applicable for the Bidders already registered with CMPDI for e-payment).</p>
9.a	<p>DELIVERY REQUIREMENT- Delivery schedule is specified in Annexure-IV i.e. 25 % of the ordered quantities within 30 days from the date of issuance of supply order and remaining items should be supplied in another three phases @ 25% each in 3rd, 5th, 7th months from the date of issuance of supply order. 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	<p>QUALIFICATION CRITERIA:</p> <p>i. For Equipment: The Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued as per the delivery period specified in Annexure I. Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.). In cases of staggered delivery period, the Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p>

ii	<p>For Spares/Consumables etc.: The Bidder should be in a position to supply at least 25% of the total quantity for which the bids have been issued within the specified delivery period (Annexure I). Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.).</p> <p>In cases of staggered delivery period, the Bidder should be in a position to supply at least 25% of the total quantity / Nos. 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> <p>Note:- Offers from Bidders who fail to comply with the above qualification criteria shall be considered as unresponsive.</p>
c	<p>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.</p>
d (i)	<p>Distribution of orders/quantity:</p> <p>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.</p> <p>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.</p> <p>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.</p>
d (ii)	<p>Wherever it has been decided to procure the tendered quantity from more than one source the distribution of orders shall be as specified in Annexure I.</p> <p>The Bidder should quote for all the required quantity.</p>
10.	<p>LIQUIDATED DAMAGES CLAUSE: 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 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"> 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. 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 /or 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 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. 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. To forfeit the security deposit fully or in part.
11.	<p>FORCE MAJEURE CLAUSE: If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>c) If any of the Force Majeure conditions exist in the place of operation of Bidder at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation or not.</p>
12.	<p>PRICE FALL CLAUSE: The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>
13.	<p>GUARANTEED METERAGE: Satisfactory performance of not less than 45 meters (average) drilling per core lifter in first two batches of 50 core lifters each (i.e. minimum 4500 meters) among each supplied lot of 200 core lifters.</p>
13a. 1	<p>The shortfall of performance shall be assessed on total meterage achieved for 100 (first 2 batches of 50 each) core lifters. Any shortfall from the offered average guaranteed meterage shall be compensated by supply of core lifters free of cost by the supplier on pro-rata basis as explained below.</p>
13.a. .2	<p>Guaranteed Performance - For Core Lifter - @45 meters x 100 = 4500 meters</p> <p>Replacement Quantity for each supplied lot of 200 nos. of core lifters- : [(4500 – Total performed meterage of 100 core lifters) ÷ Average performance achieved per core lifter (Rounded off to next higher integer)] X (200/100)</p>
	<p>OR As Specified in Annexure 1/TPS</p>
	<p>The supplier shall guarantee delivery of all items at the specified destination in good condition. If any breakage or defect is found at the time of inspection after delivery of item, the item shall be rejected and the same shall be replaced by another same item of good condition by the supplier at their own cost.</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>Fitment Guarantee Certificate (For Spares and Subassemblies only): A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.</p>
14.	<p>14.a SUBMISSION OF EMD The bidder will have to submit EMD through ONLINE mode only in case of tenders for procurement of goods. In online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the challans generated by system on e-procurement portal. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL Bank account and the information flows from Bank to e-procurement system. In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during 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>14b. Refund of EMD</p> <ol style="list-style-type: none"> 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) 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. If the refund of EMD is not received by the bidder in the account from which the EMD has been paid 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. In case the tender is cancelled, the EMD of all the participating bidders will be refunded unless it is forfeited by the department. 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.

	<p>f. 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.</p>
15.	<p>SECURITY DEPOSIT: The successful Bidder will be required to deposit as Security Money 10% value of the order if 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, Regional Institute –Ranchi payable at Ranchi)/Bank Guarantee, within 15 days from the date of receipt of the supply order.</p> <ul style="list-style-type: none"> In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of two (02) months. In case of late delivery, the Bank Guarantee will have to be extended accordingly. If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period. In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings. The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure. Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh. <p>NB:- No interest will be payable either on EMD or Security Deposit.</p>
16.	<p>EXEMPTION FROM EMD/SECURITY DEPOSIT: Submission of EMD and Security Deposit is exempted in case of the following:</p> <ol style="list-style-type: none"> Central / State Government Organization / PSU. Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration for tendered items (valid on the date of opening of Part-I) submitted by the Bidders should be self-attested and duly notarized. The list of items is to be attached. 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 notarized. <p>NOTE:</p> <ul style="list-style-type: none"> NSIC Registered firms shall be exempt from Security Deposit only up to their monetary limit, if any, indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful Bidder shall have to furnish the Security Deposit over and above such monetary limit. In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder.
17.	<p>PERFORMANCE BANK GUARANTEE: In case of equipment/P&M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order/ contract, equivalent to 10% of the total value of the supply order/ contract. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid to cover the entire delivery period, installation and commissioning period of one month, warranty/guarantee period, etc. as applicable and a claim period of 3 months. The Bank Guarantee will have to be extended, if required.</p> <p>The value of the Performance Bank Guarantee will be calculated as follows :</p> <p>a. ORDER FOR INDIGENOUS ITEMS – The value of the Security money / 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. ORDER FOR IMPORTED ITEMS – The value of the Performance Bank Guarantee for orders placed for imported items will be arrived at by adding estimated amount of Freight, Insurance, Port Charges, Customs Duty, etc. as applicable on the date of opening of the price bid, to the FOB Price of the material on order.</p> <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. The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order. In case of late delivery, the Bank Guarantee will have to be extended accordingly.</p> <p>NB : The Bank Guarantee to be submitted should be on non judicial stamp paper, as per the format enclosed at <u>Annexure IV</u>, from any Nationalized / Scheduled Bank. <u>Any deviation in the Bank Guarantee format will not be accepted.</u> The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.</p>

18.	<p>MAINTENANCE CONTRACT : Wherever AMC/CSMA/FSMA is applicable, the same shall be governed by the terms and conditions specified as follows :</p> <p>I. Scope of Work</p> <p>(a) The party will provide comprehensive maintenance for items that includes replacement of defective/unserviceable parts (free of cost). The defective parts will be replaced with equivalent quality in performance. The parts will be provided on exchange basis, i.e. the defective parts replaced will become the vendor's property.</p> <p>(b) Each machine would undergo preventive maintenance once every quarter. Joint certificate to be signed every quarter.</p> <p>(c) Regular maintenance service will be provided during general shift of CMPDI's and its Regional Institutes working hours on week days only.</p> <p>(d) In the event of breakdown, the party shall ensure that the fault will be attended within 24 hours from the date/time of intimation by CMPDI, HQ or Regional Inst.</p> <p>II. Comprehensive AMC charges</p> <p>Comprehensive AMC charges should be quoted separately for each item. It should be clearly indicated whether any other Tax is separately applicable or not.</p> <p>III. Uptime guarantee</p> <p>The party should ensure 95% uptime of the machines. The uptime and downtime penalty will be calculated on the basis of point VI.</p> <p>IV. Agreement</p> <p>Before start of comprehensive AMC, the AMC agreement has to be signed between the vendor and the concerned Head of the Department, RI V, CMPDI, Bilaspur, centrally for all locations.</p> <p>V. Payment Terms</p> <p>The AMC charge will be paid on quarterly basis after expiry of each quarter on submission of pre received bill along with uptime certificate in triplicate by the firm to the concerned Head of the Department, RI V, CMPDI, Bilaspur. Penalty for shortfall, if any, from the uptime guaranteed (i.e. 95%) will be deducted from the billed amount for that quarter.</p> <p>VI. Downtime Penalty</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" data-bbox="238 1111 1348 1179"> <tr> <td data-bbox="238 1111 793 1179">For Working Hours (CMPDI, RI's) : 10:00 hrs. - 17:00 hrs (7 hours)</td><td data-bbox="793 1111 1348 1179">For Working Hours (CMPDI, HQ) : 9:30 hrs. - 17:30 hrs (8 hours)</td></tr> </table> <table border="0" data-bbox="238 1179 1348 1336"> <tr> <td data-bbox="238 1179 793 1336"> 1st day from 12.00 hours to 5.00 hours = 5.00 hours 2nd day from 10.00 hours to 11.00 hours = 1.00 hours Total downtime = 6.00 hours </td><td data-bbox="793 1179 1348 1336"> 1st day from 12.00 hours to 5.30 hours = 5.30 hours 2nd day from 9.30 hours to 11.00 hours = 1.30 hours 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> <p>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> <p>vii. Penalty for any quarter to be imposed will be calculated on the basis of the following table.</p> <table border="1" data-bbox="357 1774 1348 1998"> <thead> <tr> <th data-bbox="357 1774 714 1830">Availability percentage (rounded)</th><th data-bbox="714 1774 1348 1830">Penalty</th></tr> </thead> <tbody> <tr> <td data-bbox="357 1830 714 1875">95% and above</td><td data-bbox="714 1830 1348 1875">Nil</td></tr> <tr> <td data-bbox="357 1875 714 1920">85% to 94%</td><td data-bbox="714 1875 1348 1920">As per rate calculated in VI. ii, iv, vi</td></tr> <tr> <td data-bbox="357 1920 714 1965">50% to 84%</td><td data-bbox="714 1920 1348 1965">Double the calculated amount as per rate calculated in VI ii, iv, vi</td></tr> <tr> <td data-bbox="357 1965 714 1998">Below 50%</td><td data-bbox="714 1965 1348 1998">No AMC payment for the quarter</td></tr> </tbody> </table>	For Working Hours (CMPDI, RI's) : 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 2nd day from 10.00 hours to 11.00 hours = 1.00 hours Total downtime = 6.00 hours	1st day from 12.00 hours to 5.30 hours = 5.30 hours 2nd day from 9.30 hours to 11.00 hours = 1.30 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.a	<p>INSPECTION :</p> <p>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 when pre-dispatch inspection is carried out, the material will be subjected to final</p>														

	inspection after receipt of the material at Consignee end.
19.b	<p>Test Certificates: Chemical Test certificate for EN-45 or EN-47 grade steel of NQ Core lifter and EN 19 grade steel of Core lifter case along with required hardness test certificate ie Rc 40-44 for core lifter and Rc 35-37 for core lifter case should be provided from any Govt. recognized/approved Lab /agency/NABL accredited Lab. for each lot of the supplied NQ Core Lifters/ Core lifter cases at the time of supply of materials. The hardness test report should not be older than 3 months.</p> <p>If necessary, CMPDI may also carry out destructive testing to confirm the material used and the hardness.</p>
20.	<p>ELIGIBILITY CRITERIA FOR PARTICIPATION:</p> <p>(i) Offers of the Bidders, who are past suppliers to CMPDI, Subsidiaries of CIL and / or other Industries (Private or Government Department/ Public Sector Undertaking – <u>Indigenous or Global</u>), 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. For Consumables and Spares: At least 20% of the total required quantity/estimated value of this tender.</p> <p>b. For Equipment: At least 50% of the total required quantity of this tender.</p> <p>(ii) Bidders should upload copies of supply orders along with an undertaking, on the Letter Head of the Bidder, that the said supply order has been successfully executed (as per the format at Annexure-III), 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>NB:</p> <p>(a) “Total required quantity of the tender” is specified in the Technical Parameter Sheet (TPS)/ BOQ.</p> <p>(b) Similar item(s) means any size (e.g. ‘B’, ‘N’, ‘H’ etc.) of Core lifter and Core lifter case of wire line series. It is also 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>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :</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> <p>(b) Micro & Small Enterprises – Purchase preference will be applicable to the Micro & Small Enterprises as per provision of Micro, Small and Medium Enterprises Development Act, 2006 and the Govt. of India guidelines issued from time to time. The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notarized copy of the complete set of valid registration certificate with their offer.</p>
22.	<p>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:</p> <p>(i) Principal's Invoice or Packing List – original as well as certified photo copy.</p> <p>(ii) Certified photo copy of Airway Bill/Bill of Lading.</p> <p>(iii) Bill of Entry for Home Consumption – Original as well as certified photo copy.</p> <p>(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”.</p> <p>The originals as mentioned above shall be returned to the successful Bidder after verification and endorsement.</p>
23.	The packing of all the material quoted shall conform to the requirements of the carriers and in the event of an order, transportation of goods will be done through registered common carriers only.
24.	DEEMED EXPORT: If the Bidder has quoted the item(s) under deemed exports, then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Govt. of India. CMPDI's responsibility shall only be limited to the issue of required certificate. The offer shall be unconditional and phrases like “subject to availability of deemed exports benefits”, etc. shall not be accepted.
25.	<p>CONSIGNEE PARTICULARS: HOD (Exploration), RI-III, CMPDI, Kanke Road, Ranchi-834008 (Jharkhand)</p>
26.	Certificate for Indigenous content (if applicable): A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the Auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted.
27.	Submission of Samples:
a.	Wherever, as per Annexure I, samples are required for evaluation of tender, the Bidders will submit the sample free of cost, duly labelled with Bidder's name, address indicating item Sl. No., Tender enquiry No. and due date for opening of the tender.

b.	For approval of indeterminable parameters such as shade/tone, size, make up, feel, finish and workmanship, if required, the successful Bidder may have to submit an advance sample free of cost before effecting bulk supply. The samples must be labelled with the Bidder's name, address and this office enquiry number and the due date for opening of the tender.
28.	BANNED OR DELISTED SUPPLIERS: Bidders would give a declaration in the Commercial Bid, Annexure VII , that they have not been banned or de-listed by any Government or Quasi-Government or PSU. If a Bidder has been banned by any Government or Quasi-Government or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given / provided, the bid will be rejected being non-responsive.
29.	Following shall be confirmed by Bidder in respect of Computers, Computer Peripherals, Software, etc.
a.	UNDERTAKING OF AUTHENTICITY <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>
b.	INDEMNITY FOR PATENT RIGHT <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 or industrial design rights arising from the goods and services or any part thereof, the successful Bidder shall act expeditiously to extinguish such claim. If the successful Bidder fails to comply and CMPDI is compelled to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, costs and lawyer fees to CMPDI which will be deducted from the Bidder's bill and will not be legally claimed by the Bidder.</i>
30.	SUB-CONTRACT: Sub-Contract will not be allowed in part or in whole under any circumstances.
31.	RIGHT OF ACCEPTANCE: The purchaser is not bound to accept the lowest or any other offer and reserves the right of accepting the whole or any part of the offer or portion of the quantity offered. CMPDI reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.
32.	RIGHT TO INFORMATION ACT: Any document/information submitted by the Bidder can be made public at appropriate stage, as per Right to Information Act, 2005.
33.	General terms and Conditions: Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with Tender Document. In case there is a conflict in any particular term of the Tender Document with the General Terms, the terms of the Tender Document will prevail.
34.	The Bidders should submit scanned copy of their valid registration with Sales Tax Department indicating TIN. (to be uploaded on-line).
35.	ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises / Govt. 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 award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator".
36.	NON-DISCLOSURE / CONFIDENTIAL CLAUSE: The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause. CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.
37.	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Ranchi, (Jharkhand), India.

HOD (Exploration)
RI-III, CMPDI, RANCHI

Enclosures:

I.	Annexure-I	Letter of Bid (LOB)
II.	Annexure-II	Authorization Letter to DSC holder bidding online on behalf of Bidder.
III.	Annexure-III	Format of Undertaking for Execution of Supply Order
IV.	Annexure-IV	Schedule of Requirement, Technical Specification, etc. & EMD
V.	Annexure-V	Mandate Form for e-Payment
VI.	Annexure-VI	Format of Bank Guarantee for Security Deposit / PBG
VII.	Annexure- VII	Specimen of Commercial parameters sheet
VIII.	Annexure-VIII	Specimen of Technical Parameter Sheet.
IX.	Annexure-IX	Proforma for affidavit to be submitted by the Bidder

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

1. Definition

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
 - (i) "Contract" means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
 - (ii) The term "Supplier" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
 - (iii) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
 - (iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
 - (v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.
 - (vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
 - (vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
 - (viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 - (ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.
 - (x) The term "Particulars" shall mean the following :
 - (a) Specifications;
 - (b) Drawing;
 - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturers.
 - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
 - (xi) "Stores" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - (xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - (xiii) The term "Site" shall mean the place or places named in the "supply order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - (xv) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - (xvi) "Unit" and "Quality" means the unit and quantity specified in the schedule.
 - (xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :
 - (i) The consignee at his premises, or
 - (ii) Where-so provided the interim consignee at his premises, or
 - (iii) A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.

6. (a) Parties

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

(b) Address to which communication are to be sent

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

- 7.(i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or FCA as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB or FCA basis.
- (ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be inclusive of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.
- (iii) The price must be stated separately for each item on unit basis.
- (iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- (v) The prices quoted must be firm and the offers made must remain open for at least six months from the date of submitting quotations unless otherwise specified.
- (vi) Tender must invariably be submitted along with illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
- (vii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period up to which they are likely to last.
- (viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.

- (ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
- (x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.

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

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

9.(a) Subletting and Assignment

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

(b) Change in a Firm

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

10.(a) Consequence of Breach

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

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

11. Use of raw materials secured with Government assistance.

- (a) Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,
 - (i) Shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
 - (ii) Shall use such material economically and solely for the purpose of the contract.
 - (iii) Shall not dispose of the same without the previous permission in writing of the purchaser; and
 - (iv) Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.
- (b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material up to such destination as may be determined by Coal India

Limited and/or its subsidiary companies whose decision shall be final.

- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.

12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

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

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

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

15. Inspection and Rejection

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

- (a) **Facilities for Test and Examination** –The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
- (b) **Cost of Test** –The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- (c) **Delivery of Stores for Test** –The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test** –In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being

found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

- (e) **Method of Testing** –The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- (f) **Stores Expended in Test** –Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

(g) Inspector Final Authority and to Certify Performance

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

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

- (i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
- (ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
- (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

- (i) **Inspectors' Decision as to Rejection Final** – The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- (j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.
- (k) **Notification of Result of Inspection** – Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.
- (l) **Marking of Stores** – The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores, which cannot be so marked, shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

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

Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

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

16. Packing and Transport

(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.

(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

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

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

17. Delivery:

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

18. In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right:

(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in

whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

19. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
20. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (14) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
21. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
22. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

23. Carrying Vessels for Imported Items

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

24. Freight

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

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

25. Passing of Property

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

26. Laws Governing the Contract

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

27. **Corrupt Practices**

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

28. **Insolvency and Breach of Contract**

- (a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say :
If the supplier being an individual or if a firm any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.
- (b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
- (c) If the supplier commits any breach of the contract not herein specifically provided For, Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

29. **Progress Reports**

- (a) The supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required.
- (b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

HOD (EXPLORATION)
RI-III, CMPDI, Ranchi

ANNEXURE-I
Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
HOD (EXPLORATION)
RI-III, CMPDI, Gondwana Place, Kanke Road
Ranchi-834008, Jharkhand

Sub : LETTER OF BID

Ref: Tender No: **Dated:**

Tender ID: (*will be taken from the TENDER DETAIL page of this tender in the website:
http://coalindiatenders.nic.in*)

Dear Sirs,

1. Having examined the Bid Documents including Addenda/Corrigenda, if any (insert numbers), we, the undersigned----- (NAME)....., Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s offer to supply and deliver (description of Goods and Services) vide our offer No.....datedin conformity with the said Bid Documents in respect of **Tender ID:** -----.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

(This document is digitally signed by the DSC holder authorized 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 Authorized 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-II

Note: DSC Holder:

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

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

NON JUDICIAL STAMP PAPER OF Rs.10.00

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

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

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

Signature & Seal of the NOTARY

ANNEXURE- III
“Format of Undertaking for Execution of Supply Order”

LETTER HEAD OF BIDDER

To,
HOD (EXPLORATION)
RI-III, CMPDI, Gondwana Place, Kanke Road
Ranchi-834008, Jharkhand

Sub: Certificate for Execution of Supply Order.

Ref: Tender No.

Tender ID: (*will be taken from the TENDER DETAIL page of this tender in the website:
<http://coalindiatenders.nic.in>*)

Dear Sir,

This is to certify that the items covered in the following supply order (s) uploaded in support of the eligibility for participation against the subject tender have been successfully executed by us: -

- (1) Supply Order No:
- (2) Date of Supply Order: -
- (3) Name of the Purchaser:-

We also certify that the information provided by us are correct & true. If the said information is found to be incorrect or false, CMPDI may initiate penal action against us as per the provision of the NIT and/or CIL guidelines.

Yours faithfully,

(Signature of Bidder)
Company Seal

ANNEXURE – IV
“Schedule of Requirement, Technical Specification etc.”

TENDER REFERENCE NO:

Dated:

Sl No.	Item code	Description of Item	Specification Parameter	Unit of Measure	Quantity required
1	Item1	NQ Core Lifter	Core Lifter Case NQ Size (Conforming to LONGYEAR 'Q' series specification, Dimensionally)	Nos.	800
2	Item2	NQ Core Lifter Case with stop ring	Core Lifter Case with stop ring- NQ Size (Conforming to LONGYEAR 'Q' series specification, Dimensionally)	Nos.	160

NOTE:-

1. Bidder should quote for all the items as mentioned above.
2. **DELIVERY REQUIREMENT:** Items are required to be supplied as per the schedule mentioned hereunder.
 - a. **25 % of the ordered quantities** within 30 days from the date of issuance of supply order
 - b. The remaining 75 % will be supplied in 3 lots (@ 25% each) in the 3rd month, 5th month and 7th month from the date of issuance of supply order.
3. **GUARANTEE / WARRANTY:** As per NIT Sl. No. 13.
4. Both the items will be procured from the same source. Hence, the overall composite value of the entire quantity of both the items shall be considered for price evaluation and comparison. Being lowest in any part of the tender shall be of no consequence and such tenderer shall not have any claim for award of contract for such part item.
5. **Material:**
 - i. Core Lifter: EN 45 or EN 47; (the firm should select their offered material from the dropdown menu of the TPS)
 - ii. Core Lifter Case: EN 19.
6. **Heat treatment:**
 - i. Core Lifter: Hardness 40- 44 Rc.
 - ii. Core Lifter Case: Hardness 35- 37 Rc; (Core lifter case should be tempered and quenched in oil).
7. **Test Certificate:** Chemical Test Certificates are to be produced for each lot of supplied items, as per NIT Sl. No. 19.b.

HOD (Exploration)
RI-III, CMPDI, RANCHI

ANNEXURE-V
Mandate Form e-PAYMENT

To

**Central Mine Planning & Design Institute Ltd., RI-III, CMPDI, Gondwana Place
Kanke Road, Ranchi- 834008 (Jharkhand)**

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)	<input type="checkbox"/> SAVING	<input type="checkbox"/> CURRENT	<input type="checkbox"/> LOAN						
	<input type="checkbox"/> CASH CREDIT	<input type="checkbox"/> OTHERS (If Other, Specify)							
5. Permanent Account Number (PAN)									

6. CMPDI Vendor Code :

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

SIGNATURE
(AUTHORISED SIGNATORY)

Name.....

Date.....

(Official Stamp)

BANK CERTIFICATION

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

SIGNATURE
(AUTHORISED SIGNATORY)
Name.....

Date.....
(Official Stamp)

ANNEXURE - VI

Bank Guarantee Format

Messers a Company having its office at (hereinafter called the Seller) has entered into a Contract No. dated(hereinafter called the said Contract) with Central Mine Planning and Design Institute Limited (hereinafter called the Purchaser) to supply Equipment/Plant/Machinery on the terms and conditions contained in the said Contract.

It has been agreed that hundred per cent (100%) payment of the value of the Equipment/Plant/Machinery will be made to the Seller in terms of the said contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum ofequivalent to 10% of FOR destination value of the order 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 of 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 the Seller agreed to give the guarantee as hereinafter contained.

2. We Bank Limited., 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 Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We Bank Limited, further agree that the guarantee herein contained shall come in to 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 that 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 discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be givenmonths 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 effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller(s) 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 said 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 or 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 said 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 agree 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(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.

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

Dated :day of 200..
for..... Bank Limited.

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

ANNEXURE VII**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD, RI - III, RANCHI****COMMERCIAL BID**

NIT No.	
TENDER FOR	Supply of NQ Core Lifter and Core Lifter Cases to RI III, CMPDI, Ranchi
Bidder Name	
NOTE:1	In case any cell of this bid sheet is found protected, the Bidders are advised to get the sheet downloaded and then to prepare a separate sheet of their own and fill all requisite information therein before uploading the same, on-line, as per NIT.

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

NOTE:2	The bidder is advised to go through the terms and conditions of the NIT before filling the on-line bid. Thereafter, the bid should be submitted/uploaded as per the NIT.
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1	DETAILS OF THE FIRM	Name of the Firm	
		Offer Reference No. and Date	
		Address of the Firm for Correspondence	
		FAX Number of the Firm	
		Name of Contact Person, with Designation	
		Contact Number (Tel. No. with STD Code/ Mobile Number)	
		E-Mail ID of the Contact Person	
2	DETAILS FOR PAYMENT (FOR EFT)	Bank Account Name	
		Bank Account Number	

		Name of Bank and Branch	
		CITY / TOWN	
		DISTRICT / STATE	
		Branch Code RTGS	
		Branch IFSC Code	
3	DETAILS OF EARNEST MONEY DEPOSIT	Amount	
		Details & Date	
		Name of the Issuing Bank	
4	EARNEST MONEY DEPOSIT EXEMPTION DOCUMENT, IF ANY	Category of the Bidder	
		Document Reference No. & Date	
		Name of the Issuing Authority	
		Validity of the Document	
		Details of Items for which Exemption is claimed	
5	SECURITY DEPOSIT EXEMPTION DOCUMENT, IF ANY	Category of the Bidder	
		Document Reference No. & Date	
		Name of the Issuing Authority	
		Validity of the Document	
		Monetary Limit as per the Document	
6	PROOF OF BEING A MANUFACTURER / DEALER, IF ANY	Type of Registration (SSI / DGS&D / NSIC / etc.) / Authorisation Certificate, in case a Dealer	
		Document Reference No. & Date	
		Name of the Issuing Authority	
		Validity of the Document	

7	REGISTRATION No. for MICRO, SMALL & MEDIUM ENTERPRISES	Industry Type	
		Registration No.	
		Name of the Registering Authority	
		Validity of the Document	
NOTE:3		All details are to be carefully filled in by the bidder and relevant documents are to be uploaded in the website.	

Sl. No.	NIT PROVISIONS TO BE CONFIRMED BY THE BIDDER	CONFIRMATION OF THE BIDDER
8	Packing & Forwarding Charges, if any	Select
9	Freight Charges, if any	Select
10	Transit Insurance Charges, if any	Select
11	Excise Duty, if applicable	Select
12	Central Sales Tax (CST), if applicable	Select
13	VAT, if applicable	Select
14	Basis of Price	Select
15	Supply Point, from where the material will be supplied	
16	Service Tax on Installation and or Annual Maintenance Contract, if applicable	Select
17	Entry Tax, if applicable	Select

18	Delivery Requirement	As specified in the TPS/NIT If specified delivery schedule can not be adhered to	Select
19	Guarantee / Warranty	As specified in the TPS/NIT	Select
21	BANNING / DE-LISTING BY GOVT./PSU/QUASI-GOVT. BODY	Whether Banned or De-listed by Govt./PSU/Quasi-Govt. Body	Select
		Name of the Organisation imposing the ban / de-listing	
		Address of the Organisation imposing the ban / de-listing	
		Reference of the letter imposing the ban / de-listing	
		If banned / de-listed, a copy of the letter of banning to be enclosed	Select
		Ban / de-listing lifted or not	
22	Central Excise Registration No. of the Bidder / Consignor		
23	TIN No.		
24	Name of the DSC Holder		
25	Name of Authorised Signatory of the Bidder / Firm, with Designation & Contact No.		

ANNEXURE-VIII (SPECIMEN OF TECHNICAL PARAMETER SHEET)

Tender Inviting Authority: HOD (Exploration), RI-III, CMPDI, Ranchi Name of Work: Supply of NQ Core Lifter and Core Lifter Cases to CMPDI, RI III, Ranchi NIT No: Dated Bidder Name:													
TECHNICAL PARAMETER SHEET													
S. No *	Item Code *	Description of Item *	Bidder's Eligibility Status	Specification Parameter *	Unit of Measure *	Evaluation Criteria (To be selected from drop down box in each cell) *	Required Value *		Bidder's value *	Eligibility			
							Start Value	End Value		Specification wise	Make and Model	Overall	
1.00	1	ITEM1) NQ Core Lifter :- Core Lifter NQ Size (Conforming to LOLNGYEAR 'Q' series specification, Dimensionally)800		Nos	AGREED or DISAGREED	AGREE		SELECT	FALSE	NON-COMPLIED			
		Offered quantity:- 800	Raw Material - Steel Grade EN- 45 or EN-47										
				NA	EQUAL TO	800			FALSE				
				NA	MAKE OF Steel Grade				FALSE				
				NA	Delivery: In four lots; 25 % of the ordered quantities within 30 days from the date of issuance of supply order and the remaining 75 % in 3 lots (@ 25% each) in 3rd, 5th and 7th month from the date of issuance of supply order.	AGREED or DISAGREED	AGREE		SELECT				FALSE
				NA	Material Test Certificate of NQ core lifter: Chemical Test certificate for EN-45 or EN-47 grade steel of NQ Core lifter should be provided from any Govt. recognized/approved Lab /agency/NABL accredited Lab. for each lot of the supplied NQ Core Lifters	AGREED or DISAGREED	AGREE		SELECT				FALSE
		NA	Guaranteed Meterage: For satisfactory performance of not less than 45 meters(average) drilling per core lifter. Any shortfall from the offered guaranteed meterage, shall be compensated by supply of core lifters free of cost on pro-rata basis as explained under clause 13 of NIT document.	AGREED or DISAGREED	AGREE		SELECT	FALSE					
		NA	Hardness of core lifter: Rc 40-44. Hardness test certificate should be provided from any Govt. recognized/approved Lab /agency/NABL accredited Lab. for each lot of the supplied NQ Core Lifters. This certificate should not be older than 3 months.	AGREED or DISAGREED	AGREE		SELECT	FALSE					
		ITEM2) NQ Core Lifter Case with stop ring :- Core Lifter Case NQ Size (Conforming to LOLNGYEAR 'Q' series specification, Dimensionally)		Nos	AGREED or DISAGREED	AGREE		SELECT	FALSE				
		Offered quantity	Raw Material - Steel Grade EN 19										
		NA	Offered quantity	Raw Material - Steel Grade EN 19	AGREED or DISAGREED	AGREE		SELECT	FALSE				
		NA	Raw Material - Steel Grade EN 19	AGREED or DISAGREED	AGREE		SELECT	FALSE					
		NA	Delivery: In four lots; 25 % of the ordered quantities within 30 days from the date of issuance of supply order and the remaining 75 % in 3 lots (@ 25% each) in 3rd, 5th and 7th month from the date of issuance of supply order.	AGREED or DISAGREED	AGREE		SELECT	FALSE					
		NA	Material Test Certificate of NQ core lifter case: Chemical Test certificate for EN19 grade steel of NQ Core lifter case should be provided from any Govt. recognized/approved Lab /agency/NABL accredited Lab. for each lot of the supplied NQ Core Lifter cases	AGREED or DISAGREED	AGREE		SELECT	FALSE					
		NA	Hardness of core lifter case: Rc 35 -37. Hardness test certificate should be provided from any Govt. recognized/approved Lab /agency/NABL accredited Lab. for each lot of the supplied NQ Core Lifter cases. This certificate should not be older than 3 months.	AGREED or DISAGREED	AGREE		SELECT	FALSE					
Similar items: Here similar item means any size (e.g. 'B', 'N', 'H', etc.) of core lifter and core lifter case (both the items) of wireline series.													
***TECHNICAL PARAMETER SHEET													
***PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEM/S													
BY TENDER INVITING AUTHORITY													

ANNEXURE-IX

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE 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 -----

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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”.