



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
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Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute-IV, Kasturba Nagar, Jaripatka, Nagpur-440014

Corporate Identity Number (CIN) : U14292JH1975GOI001223

Phone : 0712-2807287,
2807291, 2807296, 2807299

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OFFICE OF THE REGIONAL DIRECTOR

Fax : 0712-2643231
E-mail : rdri4.cmpdi@coalindia.in

Ref: CMPDI/RI-IV/PMS/2018-19/31

Date: 12.03.2019

Open Limited Tender Notice

**NOTICE INVITING TENDER FOR SUPPLY OF SULPHONATED ASPHALT AT CMPDI,
RI-IV, NAGPUR.**

Tender Enquiry No: RIN/PMS/Sulphonated Asphalt/18-19/31

Dated: 12.03.2019

1. Name of the work: Sealed tenders in two parts are invited from eligible bidders for Supply Sulphonated Asphalt at CMPDI, RI-IV, Nagpur.
2. Estimated Value: Rs. 1,30,095.00 (Rupees One Lakh Thirty Thousand and Ninety Five only).
3. Earnest Money: Rs. 2610.00 (Rupees Two Thousand Six Hundred Ten only) in the form of A/c payee demand Draft drawn in favour of "CMPDI, Regional Institute, Nagpur" on any scheduled Bank, payable at Nagpur.
4. Last date of submission of offers: **Up to 11.00 AM on 27.03.2019.**
5. Place of Submission of offers: Office of the HOD (PMS) RI-IV, CMPDI, Nagpur.
6. Due date of opening of part I offer: **At 11.30 AM on 27.03.2019.**
6. Place of opening of tender : Office of the HOD (PMS), RI-IV, CMPDI, Nagpur.
7. Down loading from website: The tender document can be down loaded from our web site www.cmpdi.co.in and to be submitted with ANNEXURE – VII, of the NIT along with Part-I of the offer.

HOD (PMS)
CMPDI, RI-IV, Nagpur.

Copy to:

1. CVO, CMPDI (Hq.), Ranchi – for kind information.
2. RD's – RI-I/II/III/V/VI/VII – With a request of wide publication.
3. HOD (Exploration / Finance), CMPDI, RI-IV, Nagpur
4. Notice Boards at CMPDI, RI-IV, Nagpur.

Issued To:

1. M/s. AB Emultech Pvt Ltd, Flat No-S2, 2nd floor, Aradhana Apartment, Rajendra Nagar, Higna Road, Nagpur – 440016.
(E-mail id: info@abemultech.com, Mob: 9960028452)
2. M/s. Global Drilling Fluids & Chemical Ltd, 75, Sector-27C, Mathura Road, Faridabad, Haryana – 121003.
(E-mail id: contact@globaldrilling.in, Mob: 9810270611)



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OFFICE OF THE REGIONAL DIRECTOR

Fax : 0712-2643231
E-mail : rdri4.cmpdi@coalindia.in

REF. NO: RIN/PMS/Sulphonated Ashphalt/18-19/31

DATE: 12.03.2019

BY REGISTERED POST/BY HAND
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OPEN LIMITED TENDER ENQUIRY
TENDER DOCUMENT

Description	: Supply of Sulphonated Ashphalt at CMPDI, RI-IV, Nagpur.
Tender No.	: RIN/PMS/Sulphonated Ashphalt/18-19/31 Dated: 12/03/2019
Tender Fee (Non-refundable/ Not transferable)	: NIL
Earnest Money Deposit (EMD)	: Rs. 2610/-
Estimated Value	: Rs. 1,30,095 /-
Due for submission on	: 27.03.2019 upto 11.00 AM
Due for opening on	: 27.03.2019 at 11.30 AM
Part-I (Techno-commercial Bid) will be opened on the due date of opening of tender. Part-II (Price Bids) of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, Which will be intimated to the successful bidders.	
If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.	
Tender submitted without Earnest Money / documentary evidence towards exemption from deposition of Earnest Money shall be rejected at the time of tender opening itself.	
Offer should be submitted to :-	HOD(PMS), CMPDI, RI-IV, Kasturba Nagar, Jaripatka, Nagpur-440014
(Tenderer may attend the opening of the tender)	
Please go through the Tender Document carefully and submit your offer accordingly, complete in all respect with supporting documents, wherever asked for.	

Sealed quotations are invited from Manufacturers / Authorised Dealers / Stockiest / experienced suppliers for Supply of Sulphonated Ashphalt at CMPDI, RI-IV, Nagpur as indicated in the attached schedule of requirement indicated in Annexure-I.

1.0.0 ELIGIBILITY CRITERIA FOR TENDER :

1.0.1 Manufacturers / Authorised Dealers / Stockiest / experienced suppliers are eligible to quote in this tender.

- a) In case the tenderer is a manufacturer, the full address of works with copy of their valid registration with NSIC/SSI/DIC/DGS&D/Registrar of Companies etc. in their own name, **duly attested by Notary Public**, is to be submitted with the offer.
- b) If quotation is submitted by Authorised Dealer / Stockist, documentary evidence for being the same should be enclosed with the quotation duly **attested by Notary Public**.

1.0.2 PROVENESS CRITERIA FOR TENDER

- a) Offers of only those tenderers will be considered who have past experience in Supply of tendered / similar items (Sulphonated Ashphalt of any category) to reputed buyers, preferably to other subsidiaries of Coal India Limited or any other Government Undertaking / Deptt. Or they are registered with Coal India Limited / WCL or other subsidiaries of Coal India Limited for tendered item(s).
- b) Tenderers must submit self attested copies of supply orders received by them from reputed buyers preferably CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings for tendered / similar items (Sulphonated Ashphalt of any category) in recent past in techno-commercial bid (Part-I) in support of their eligibility.

1.1.0 SUBMISSION OF TENDER :

1.1.1 Tender must be submitted in sealed covers, which must be superscribed with the Tender Number and the date of opening. All the envelopes containing the tenders shall be properly sealed. **Envelopes stapled shall not be accepted.**

1.1.2 **Tender is to be submitted in two parts viz Part-I & Part-II :**

PART- I: Envelope for Part-I of the bid shall consist the following:

- i. Commercial and technical bid as per Annexure - I of NIT.
- ii. Annexure - III, IV, VII, VIII on the letterhead of bidder as per NIT.
- iii. Duly sealed and signed copy of NIT (on all pages) as a token of acceptance of terms and conditions of NIT along with the authorization to sign the tender documents in case the same are signed by a person other than owner/proprietor of the firm.
- iv. Copy of self - attested PAN Card issued by Income Tax Department Govt. of India.
- v. Copy of self - attested GST registration indicating GST number or documentary evidence in case of exemption.
- vi. Self - attested copies of past supply orders of tendered items/similar items issued by any **reputed buyers preferably CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings** along with an undertaking on the letter head of the bidder that the supply order (s) has/have been successfully executed.
- vii. Duly filled up check list as per Annexure - VI of NIT.
- viii. Any other document as per requirement of NIT.

PART-II: The second part of the tender shall consist of details of prices only as per Annexure-II. The price bids of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, which will be intimated to the successful bidders separately.

1.1.3 The tender should be submitted in sealed envelopes as under.

Envelope No.	Envelope to Contain	Envelope to be superscribed
Envelope No.1	1. Commercial and technical bid as per Annexure - I of NIT. 2. Annexure - III, IV, VII, VIII on the letterhead of bidder as per NIT. 3. Duly sealed and signed copy of NIT (on all pages) as a token of acceptance of terms and conditions of NIT along with the authorization to sign the tender documents in case the same are signed by a person other than owner/proprietor of the firm. 4. Copy of self - attested PAN Card issued by Income Tax Department Govt. of India. 5. Copy of self - attested GST registration indicating GST number or documentary evidence in case of exemption. 6. Self - attested copies of past supply orders of tendered items/similar items issued by any reputed buyers preferably CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings along with an undertaking on the letter head of the bidder that the supply order (s) has/have been successfully executed. 7. Duly filled up check list as per Annexure - VI of NIT. 8. Any other document as per requirement of NIT.	Tender Number and the date of opening and marked as "PART-I".
Envelope No.2	Price bid only, as per Annexure-II, and should be properly sealed.	Tender Number and The date of opening and marked as "PART-II (PRICE BID)"
Envelope No.3	All the above two envelopes, duly sealed, should be put in a bigger envelope superscribed with tender number and due date of opening.	

1.1.4 Tenders may be deposited in person by the tenderers in the **Tender Box kept in "D-20, PMS Department, CMPDI Complex, Jaripatka, Nagpur"**. Alternately **Shri Abhay Kumar, HOD (PMS), (Mob): 9421995373 and Shri Prabhat Kumar, AM (E&M), (Mob): 9421995363** may be contacted for submission of Tender.
E-mail of HOD (PMS): abhay.kr2374@coalindia.in

1.1.5 Tenderer may send their tenders by post/courier. CMPDI, however, does not take any responsibility for loss of tender in transit. Similarly, claim for receipt of tenders after due date and time if sent by post/courier services will not be accepted.

1.1.6 Tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.

- 1.1.7 **Tenders sent through Telegram, Telex, Fax or E-Mail will not be considered.**
- 1.1.8 Unsolicited correspondence will not be entertained after closing date of the tender.

1.2.0 OPENING OF TENDER :

- 1.2.1 **PART-I (Techno-commercial Bid)** will be opened on the due date and time of opening of tender in presence of the attending tenderers or their authorized representative present at the time of opening of tender. In case tenderers or their authorised representatives are not present, in that case tender will be opened on due time and the same will be recorded.
- 1.2.2 **Part-II (Price Bids)** of only those tenderers, whose offers in Part-I are found to be techno-commercially acceptable, will be opened. Date of opening of Price Bids will be fixed after completion of the Techno-commercial evaluation, which will be intimated to the successful bidders.
- 1.2.3 If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.

1.3.0 IMPORTANT NOTE :

- 1.3.1 The complete offer should be typed in the letterhead of the tenderers. If firm's letterhead is not sufficient to accommodate technical and price details, preferably bigger papers are used, such sheets should be signed by the tenderer and duly stamped.
- 1.3.2 Tenderers are requested to submit their offer complete in all respect maintaining Serial Number of the items, terms and conditions as per tender document along with supporting documents failing which offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained. Printed terms and conditions of the Tender shall not be considered.
- 1.3.3 All pages of the tender in Part-I (Techno-Commercial Bid) including all enclosures submitted with the tender except printed leaflets / catalogues are to be submitted duly signed and stamped.
- 1.3.4 Offers received without signature and seal on all pages in Part-II (Price Bid) shall be rejected.
- 1.3.5 In case the tenderer submit self attested copies of registration certificate of DGS&D / NSIC, Licence from BIS and approval certificate issued by DGS&D / other Independent Statutory Bodies of Govt. of India, along with the tender, **such documents should be duly attested by Notary Public.**
- 1.3.6 Quotations, erased and over written, will be summarily rejected unless correction is authenticated with the tender's signature.
- 1.3.7 Conditional offer will not be considered.
- 1.3.8 The prices offered should be given both in words and figures.
- 1.3.9 The rate shall be quoted on FOR destination basis with breakup of prices as per Annexure-II.
- 1.3.10 **BUYER'S RIGHT TO DECIDE THE TENDER:** CMPDI reserves the right to reject or accept or withdraw the tender in full or in part, as the case may be. Tenderers are advised

to carefully note that the deviation in these terms will not be entertained. Offers, as asked for, must be submitted complete in all respect.

1.3.11 **DECLARATION REGARDING BANNING/DELISTING:** The bidder should give a declaration, as per Annexure-VIII, that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs. If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

1.3.12 **NON-DISCLOSURE/CONFIDENTIALITY :** The bidder will not 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 person (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.

1.3.13 Tender submitted with terms and conditions not in line with above, may not be entertained. CMPDI reserves the right to place order in case of successful tenderers as per its own terms and conditions.

1.3.14 Tenderers are requested to go through the complete Tender Documents including Technical details and commercial terms and conditions thoroughly before submitting their offer. In the event the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them. Any deviation in technical details and commercial terms should be specified very distinctly indicating corresponding serial number of NIT (Technical and Commercial).

1.3.15 Tender Documents are not transferable.

1.3.16 The company reserves the right to cancel the whole tendering process at any stage without assigning any reason what so ever.

2.0.0 **SPECIAL TERMS AND CONDITIONS:**

2.1.0 **PRICES:** The prices quoted must be firm throughout delivery and FOR destination.

- 2.2.0 **VALIDITY OF OFFER:** Offers must remain open for acceptance for 120 days from the due date of opening of the tender.
- 2.3.0 **PAYING AUTHORITY:** HOD (Finance), CMPDI, RI-IV, Nagpur.
- 2.4.0 **PAYMENT:** 100% payment will be made within 21 days after supply of materials & submission of bill and acceptance of materials by the consignee. Our GST No 27AAACC7475N1Z4 is required to be incorporated in your tax invoice. The supplier shall upload their invoices in their GSTR-1 before claiming bills from RI IV, CMPDI, Nagpur.
CMPDI will make payment of supplier's bills through Electronic Fund Transfer (EFT) only. Successful Bidder (L-1 bidder) has to submit their mandate form as per Annexure - V along with the final bill. **Annexure-V must have original Signature and stamp of tenderer as well as bank officials.**
- 2.5.0 **DELIVERY:** As per Schedule of Requirement. The time for and the date of delivery of stores stipulated in the Supply Order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. In the event of failure to deliver or despatch the stores 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.
- 2.6.0 **LIQUIDATED DAMAGE :** 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 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 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 in remaining balance. The supplier shall not be entitled any gain on any such purchase.

2.7.0 TAXES AND DUTIES:

- a) Goods and Service Tax (GST): GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate GST rates applicable (SGST, CGST, IGST) in Price Bid/BOQ.
- b) If the tenderer is exempted from paying the GST or Bidder has opted for GST under Composition scheme, the same must also be confirmed with valid documentary evidence.
- c) Input Tax Credit (ITC): Set off against ITC of GST will be considered while arriving at Landed cost vis-a-vis ranking of the firms.
- d) In the event of placement of supply order, supplier should comply all the GST provisions for availing ITC (by CMPDI).
- e) In case of failure of the supplier to comply GST provisions for availing ITC (by CMPDI), the supplier has to pay the amount to CMPDI and also CMPDI will have the right to recover the amount from any payment due to supplier. The supplier shall upload their invoices in their GSTR-1 before claiming bills from RI IV, CMPDI, Nagpur.

2.8.0 RISK PURCHASE: In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CMPDI and also in any other Subsidiary Companies/CIL.

2.9.0 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs:

- a) Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.
- b) Micro & Small Enterprises - Purchase preference will be applicable to the Micro & Small Enterprises, as under, as per provision of "Public Procurement Policy for Micro and Small (MSEs) Order, 2012" and the Govt. of India guidelines issued from time to time : -

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

The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notarized copy of the complete set of valid registration certificate with their offer.

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

- c) Purchase Preference (Make in India): Purchase preference shall be given to local suppliers in all procurement undertaken by procuring entities in the manner specified hereunder:
 - i. In procurement of goods in respect of which the nodal ministry has communicated that there is sufficient local capacity and local competition and where the estimated value of procurement is Rs 50 lacs or less, only local supplier shall be eligible. If the estimated value of procurement of such good is more than Rs 50 lacs, the provisions of Paragraph B or C, as the case may be, shall apply.

- ii. In the procurement of good which are not covered by paragraph A above and which are divisible in nature, the following procedure shall be followed:
 - A. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - B. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 Price. In case such lowest eligible local supplier fails to match the L1 Price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii. In procurement of good not covered by Paragraph A and which are not divisible, and in procurement of services which the bid is evaluated on price alone the following procedure shall be follow:
 - A. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L1.
 - B. If L-1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L-1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.
 - C. In case the lowest eligible local supplier fails to match the L-1 price, the local supplier with next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on the contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- iv. The definitions of 'Local Supplier', 'L1', 'Local Content' and 'Margin of Purchase Preference' are as follows:-
 - A. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50%.
 - B. 'L1' means the lowest tender or lowest bid or the lowest quotation received in the tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - C. 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - D. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.
- v. Verification of local content:
 - A. The local supplier shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
 - B. CIL may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

- C. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years in line with clause 35.3 of ITB, along with such other actions as may be permissible under law.
 - D. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- d) Prior experience - prior turnover criteria for Startup, Micro and Small Enterprises (MSEs) in Public Procurement:
- i. Prior experience and prior turn over criteria is not applicable for Startup & MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by this category of Bidders.
 - A. If Bidders have submitted documents to prove the Startup / MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if required, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders.
 - B. If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports is not more than one year from the date of opening of bids. In case there is deficiency in technical capacity of the firm, the same shall be communicated to them by the Tender Inviting Authority for improvement in the quality of their product for future tenders, clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.
 - C. If Bidders have submitted documents to prove the startup / MSE status for the tendered item and whose products are ISI marked / DGMS approved / covered under DGS&D Rate Contracts on them / current holding Rate Contracts with CIL or its Subsidiary for supply of the tendered item / supplied and proven in CIL or its Subsidiary Companies / Proven product of the Ancillary unit of a Subsidiary Company of CIL, they will be required to submit the applicable related documents, duly notarized, for relaxation: -
 - Valid BIS Marking License for the quoted items on them.
OR
 - Rate contract as issued by CIL / any other Subsidiary for the quoted items on them.
OR
 - Valid DGMS Approval certificate for the quoted items on them.
OR
 - Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them. The Document (s) / Certificate (s), by the Bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document / certificate valid as on date of supply, duly notarized, must accompany their bill(s).
 - ii. N.B.:
 - A. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) Dtd. 25.07.2016 of Under Secretary to GOI, Ministry of

Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subsequent amendments, if any.

- B. Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.

- 2.10.0 **INSPECTION:** Inspection of material will be carried out at our store after supply of materials. If materials are not as per our specifications the same will be rejected and supplier shall replace material at their own cost.
- 2.11.0 **REPLACEMENT OF REJECTED MATERIALS:** The rejected materials should be replaced within 15 days from the date of issue of Material Rejection Note. If rejected materials are not replaced within the said period, CMPDI has the right to initiate action as per Liquidated Damages Clause.
- 2.12.0 **GUARANTEE/WARRANTY:** All items should carry 100% replacement warranty against manufacturing defects for a minimum of twelve (12) months from date of acceptance of supply. The tenderer will stand guarantee for genuineness of the materials supplied by them.
- 2.13.0 **CONSIGNEE:** Officer in charge, CMPDI Exploration camp, Anandwan, Tahsil-Warora, Dist-Chandrapur, Maharashtra-442914.
- 2.14.0 **PRICE FALL CLAUSE:** It will be a condition of the contract that all through the currency of the prices, at which the successful tenderer shall supply the stores, shall not exceed the lowest price charged by them to any other Agency including DGS&D. In the event of price going down, the supplier shall promptly pass such information to enable this company to amend the order rate.
- 2.15.0 **EARNEST MONEY DEPOSIT (EMD):** Earnest Money should be submitted along with Part-I of the offer i.e. (Techno-commercial Bid) in the form of Bank Draft drawn in favour of "CMPDI, RI-IV, Nagpur payable at Nagpur. ***In case Earnest Money is not submitted along with Part-I of the tender, the offer shall be outrightly rejected without any reference on this subject.*** EMD shall be refunded to the unsuccessful tenderers immediately after finalization of the tender. For successful tenderer EMD will be converted to Security Money which will be refunded to the firm within 30 days of the satisfactory execution of the contract. However EMD shall be forfeited in the following circumstances;
- If any tenderer withdraws their offer before finalization of tender.
 - If the tenderer fails to submit the order acceptance within 15 days from the date of the order.
- 2.16.0 **SECURITY DEPOSIT:** The successful tenderers will be required to deposit as Security Money 10% of the value of order (FOR destination price including taxes and duties) in the form of **Demand Draft drawn in favour of CMPDI, RI-IV, Nagpur, payable at Nagpur / Bank Guarantee of any scheduled / nationalized bank of India (As per enclosed format Annexure-IX)** within 15 days from the date of issue of Supply Order. If Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of successful execution of the order. Where, Security Deposit is submitted in the form of Bank Guarantee, it should be kept valid for the entire delivery period + Claim period of 3 months (This period would be reckoned from the date of placement of supply order). In case of late delivery, the Bank Guarantee will have to be extended accordingly.
- (a) In case tenderer fails to deposit Security Money within the stipulated period the order shall be cancelled and EMD deposited against this tender shall be forfeited. Simultaneous

action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.

- (b) The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.
- (c) State/Central govt. Organization/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.

~~(d) No Earnest Money/Security Deposit is required for the procurement value less than Rs. 1,00,000/-~~

~~In case the procurement value is less than Rs. 1,00,000/- Security Deposit will not be required to be submitted and EMD will be refunded immediately after placement of order. Please note that no interest will be payable either on Earnest Money Deposit or Security Deposit.~~

Note: However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any indicated in the NSIC registration certificate, the successful tenderer have to furnish the security deposit over such monetary limit.

- 2.17.0 CMPDI reserves the right to cancel the tender in part or whole without assigning any reason.
- 2.18.0 CMPDI is not responsible for non-receipt/delayed receipt of tender documents.
- 2.19.0 **JURISDICTION:** All Disputes are subject to Nagpur Court Jurisdiction.

HOD (PMS)
CMPDI, RI-IV, NAGPUR

Encl:

1. **Annexure - I (Schedule of Requirement & Technical Specification)**
2. **Annexure - II (Format of Price Bid).**
3. **Annexure - III (Performa for Undertaking)**
4. **Annexure - IV (Certificate for lowest rate)**
5. **Annexure - V (Format for e-Payment)**
6. **Annexure - VI (Checklist)**
7. **Annexure - VII (Certificate From the Tenderer those who downloaded tender document from website).**
8. **Annexure - VIII (Declaration)**
9. **Annexure - IX (Format of Bank Guarantee for Security deposit / PBG.)**

ANNEXURE-I

SCHEDULE OF REQUIREMENT

CONSIGNEE : Officer in charge, CMPDI Exploration camp, Anandwan, Tahsil-Warora, Dist-Chandrapur, Maharashtra-442914.

DESTINATION : CMPDI Exploration camp, Anandwan, Tahsil-Warora, Dist-Chandrapur, Maharashtra-442914. (120 Km away from Nagpur)

DELIVERY : Materials are to be supplied within 21-28 days from the date of receipt of supply order.

Sl. No.	Description of Material	Unit of Quantity	Quantity Required
1	Sulphonated Ashphalt (Blackish brown grey powder) Shale stabilizer, Packed in 25 Kg moisture proof airtight bag	Kg	2250

Guarantee / Warrantee: 12 months from the date of acceptance of supply.

Technical Specification of Sulphonated Ashphalt

Properties	Value
Appearance	Blackish brown Grey powder
Bulk density	0.90-0.96
PH (1% solution)	7.5-8.5
Moisture content(% by weight)	Less than 10
Solubility in water (%)	Min 65
Solubility in oil (%)	Min 25
Solubility	Water Dispersible
Sulphonated Group	Positive
Thermal Stability	> 200 degree Celsius
Particle Size	> 90% through BSS 40
Melting Point	260 degree Celsius
Lubricant Coefficient	0.3 Max

The supplier has to provide manufacturer test certificate indicating the results of properties of Sulphonated Ashphalt with supply to satisfy the quality.

HOD (PMS)
CMPDI, RI-IV, NAGPUR

ANNEXURE-II

PRICE BID FORMAT

(To be submitted on the letter head of the Tenderer)
(Submit the Price Bid in Part-II in separate envelope)

Sl. No.	Description of item	Basic price (In Rs.) per Kg	Freight Charges (In Rs.) per Kg	Insurance Charges (In Rs.) per kg	GST @ -----% (In Rs.) Per Kg	Total unit cost (FOR destination) (In Rs.), G=C+D+E+F Per Kg	Quantity	Total Cost in INR I=G*H
A	B	C	D	E	F	G	H	I
1.	Sulphonated Ashphalt						2250 Kg	

TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER
IN PART-II

*Signature of Tenderer
(With seal)*

Place:

Date:

ANNEXURE-III

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER WITH PART-I
TO BE SUBMITTED IN LETTER HEAD****UNDERTAKING**

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

I/We am/are submitting Tender for the Work for **“Supply of Sulphonated Ashphalt at CMPDI, RI-IV, Nagpur”** against Tender No. RIN/PMS/Sulphonated Ashphalt/18-19/31, Dated: 12.03.2019.

1. All information furnished by me/us in respect of fulfilments of eligibility criteria and qualification information of this Tender is complete, correct and true.
2. None of the partners of our firm is relative of employee of Central Mine Planning & Design Institute.
3. If any information furnished by me/us in support of the information furnished by me/us 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. Our status with regard to GST registration: **GST registered/Unregistered/Registered under Composition Levy** (Strike off whichever is not applicable).
5. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.
6. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.

*Strike out whichever is not required

Full Signature of the Authorized person
Dated-----

(To be filled and submitted with the tender in the letter head of the bidder)

Ref.:-

Dated: -

To,
The HOD (PMS)
CMPDI, RI-IV, Kasturba Nagar, Jaripatka, Nagpur (M.H) 440014

Ref.:- NIT No.:- RIN/PMS/Sulphonated Ashphalt/18-19/31, Dated: 12.03.2019

Dear Sir,

With reference to the above referred NIT we are pleased to offer you our lowest quotation with the following details.

1. Name and Full Address of the firm
2. Type/Status of the firm:
(Indicate whether Company / Partnership firm/ Proprietorship firm, etc.)
3. Name & designation of the person authorized to sign the tender documents:
(Please submit the copy of authorization with signature duly attested in case the tender is signed by person other than the proprietor / owner of the firm)
4. We have submitted schedule of requirement & technical Bid as per Annexure-I
5. We have submitted signed and stamped copy of all the pages of NIT terms and conditions as token of acceptance of commercial & general terms and conditions of NIT.
6. Our GST No. is (Self-attested photocopy proof attached).
*Please submit certificate from practicing CA/CMA/CS indicating that the bidder is exempted from GST registration.
7. Our PAN No is (Self-attested photocopy proof enclosed).
8. We have submitted Price Bid as per format mentioned under Annexure-II.
9. We have submitted e-payment as per Format- Annexure-V.
10. We have submitted an undertaking as per Annexure-III.
11. Our Registered E-mail ID (Please indicate your firms registered E-mail ID)
12. Our Contact Number:

Full signature & Seal of the authorized person
Name:

Format for e-Payment
(To be submitted along with bill)

To
 The Regional Director,
 Regional Institute, CMPDI
 RI-IV, Kasturba Nagar, Jaripatka, Nagpur (M.H) 440014

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)

3. Bank Particulars:-
 Bank Name :- Branch Name..... Bank Branch Code.....
 Branch Address
 PIN CODE
 Telephone No. (With STD Code) FAX No. (With STD Code)

4. 9 Digit MICR Code of the Bank Branch (Enclosed copy of a cancelled cheque):

5. 11 Digit IFSC Code of beneficiary Branch:

6. Bank Account Number:

7. Bank Account Type (Tick One): SAVING /CURRENT/ LOAN/ CASH CREDIT/ OTHERS (If Other, Specify)

8. Permanent Account Number (PAN):

9. 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)

CHECK-LIST		
Type of Document	Details	Yes / No
1) PAN Card	Attach self-attested Copy of PAN Card issued by income tax department.	
2) GST Registration / GST Exemption Certificate	Attach self-attested Copy of GST registration or GST Exemption Certificate as the case may be.	
3) Commercial and Technical Bid	Attach Commercial & Technical bid as per Annexure-I of NIT.	
4) Signed copy of NIT	Attach duly sealed & signed copy of NIT (on all pages) as a token of acceptance of Terms & Conditions of NIT.	
5) Annexure	Annexure-I, Annexure-II, Annexure-III, Annexure-IV, Annexure-VII, Annexure-VIII have been submitted in company's letter head.	
6) Eligibility Criteria	In case of tenderer being a manufacturer / authorised dealer / stockiest, submit notarized copy of documentary evidence as per Clause 1.0.1	
7) Provenness Criteria	Self – attested copies of past supply orders of tendered items/similar items issued by reputed buyers preferably by CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Govt. departments and /or Govt. Undertakings along with an undertaking on the letter head of the bidder that the supply order (s) has/have been successfully executed as per Clause No. 1.0.2.	
8) Tender Document	If you have downloaded tender document from CMPDI website, attach Annexure – VII on letter head.	
(Signature of authorized person with Seal & date)		

(Applicable for only those bidders who have downloaded the tender documents from CMPDI website)

**CERTIFICATE FROM THE TENDERER THOSE WHO DOWN LOADED TENDER
DOCUMENTFROM WEBSITE**

This is to certify that I/We have downloaded this tender document from CMPDIL website and is being submitted without tempering at any page. Further we understand that in the event of such tempering being detected at any stage or time, CMPDIL has the right to terminate this work, forfeit the EMD / Security Deposit submitted by us and our firm can be black listed

(Signature of authorized person with Seal & Date)

TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER
IN PART-I

DECLARATION

I / We hereby declare that I/ we have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs.

*Signature of Tenderer
(With seal)*

Note : If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER
IN PART-I

Bank Guarantee Format

Messers a Company having its office at..... (hereinafter called the Seller) has entered into a Contract No. CMPDI/MM/..... 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 of20..... for..... Bank Limited.

**Signature of the authorised person
For and on behalf of the Bank**

N.B.: Following information, in respect of the outstation Bank issuing the BG, should invariably be provided with the BG:-

1.	Complete Postal Address of the outstation Bank issuing the BG;
2.	Telephone No. of the outstation Bank issuing the BG;
3.	FAX No. of the outstation Bank issuing the BG;
4.	e-mail address of the outstation Bank issuing the BG;
5.	Name of the Contact Person of the outstation Bank issuing the BG;
6.	Designation of the Contact Person of the outstation Bank issuing the BG;
