

**TENDER DOCUMENT  
FOR  
“PURCHASE OF BENTONITE MUD, CMC &  
CAUSTIC SODA FOR DRILLING CAMPS  
OF  
CMPDI, RI-I, ASANSOL”**



**June, 2019**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**

**(A SUBSIDIARY OF COAL INDIA LIMITED)**

**(An ISO 9001:2008 Company)**

**REGIONAL INSTITUTE – 1, G T ROAD (W),**

**ASANSOL – 713304**





**cmpdi**  
A Mini Ratna Company



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

Ref. No. : CMPDIL/RI-I/S&P/Bentonite/04/2019-20/40

Date: 19.06.2019

### NOTICE INVITING TENDER

Sealed tenders in **TWO BID** system are invited from reputed suppliers for purchase of **Bentonite Mud, CMC & Caustic Soda for Drilling Camps** of CMPDI RI-I, Asansol as per **SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION (ANNEXURE-I)** and **TERMS & CONDITIONS (ANNEXURE – II)** given below :

- |   |  |
|---|--|
| a) Estimated Amount   | : Rs 147300.00 (including GST)   |
| b) Tender Fee in INR<br>(Non-refundable / Non - transferable) | : Rs.100/- (Rupees one hundred only)   |
| c) Earnest Money  | : Rs 2946.00 (Rupees two thousand nine hundred forty – six only)                 |
| d) Date of Commencement of sale of<br>Tender Documents        | : 20.06.2019 (10.30 AM onwards)  |
| e) Last date of sale of Tender Documents                      | : 04.07.2019 up to 1.00 PM.  |
| f) Last date & time for submission of offers                  | : 04.07.2019 up to 03:00 PM.   |
| g) Due date & time of opening of Offers                       | : 04.07.2019 at 04.00 PM   |
| h) Due date & time of opening of Price Bid                    | : Will be communicated to the techno-commercially acceptable bidders separately. |
| i) Validity Period  | : Twelve months from the date of signing of Rate Contract                        |

Type of Tender : Two Bids

#### NOTE:

1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.
2. BIDS NOT ACCOMPANIED WITH REQUIRED TENDER FEE AND EMD WILL NOT BE CONSIDERED UNLESS EXEMPTION HAS BEEN GRANTED BY GOVT.
3. BIDDERS MAY BID FOR ANY OR ALL THE REQUIRED ITEMS. HOWEVER, THE REQUIRED QUANTITY OF THE PARTICULAR ITEM(S) FOR WHICH BID IS PLACED IS TO BE OFFERED.

SIGNATURE OF THE TENDERER WITH  
SEAL

**4. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.**

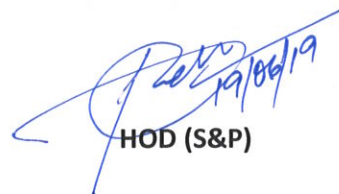
Tender document can be obtained from the office of HOD (S&P), CMPDI, RI-1, Asansol during **10.30 AM to 4.00 PM** on all working days from **20.06.2019 to 04.07.2019** on remittance of tender fee (**Nonrefundable / Non transferrable**) by crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India".

EMD will be accepted only in the form of crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India".

**Government (State/Central)/Public Sector Undertakings/Firms having valid NSIC registration/Firms registered under MSME Development Act 2006 for the tendered items are exempted from paying Tender Fee against valid documentary evidence.**

Tender documents can also be downloaded from CMPDI'S website **www.cmpdi.co.in** & Government website **www.tender.gov.in** during the period from **19.06.2019 to 04.07.2019**. In case of tender document being obtained by downloading from Website, tender fee shall have to be deposited by the bidder in the form of "**Demand Draft**" drawn in favour of "**CMPDI Ltd., Regional Institute, Asansol**" on any Nationalised / Scheduled Bank payable at Asansol preferably on "**State Bank of India**". Bidders may pay the Tender Fee & EMD together in a single DD. Bidders shall be solely responsible for the correctness of the downloaded tender documents and must check the websites for corrigendum, if any.

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

  
HOD (S&P)

**INSTRUCTIONS:**

1. Please go through the Tender Document carefully and submit your offer accordingly complete in all respect with supporting documents, wherever asked for.
2. Any order resulting from this enquiry shall be governed by the terms & conditions of the tender document and the supply order.
3. Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser.  
**NORMALLY NO DEVIATIONS TO THE TERMS & CONDITIONS ARE ALLOWED.**
4. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.

Encl.:-

- a) ANNEXURE - I (SCHEDULE OF REQUIREMENT)
- b) ANNEXURE - II (TERMS & CONDITIONS)
- c) ANNEXURE - III (FORMAT OF PRICE BID)
- d) ~~ANNEXURE - IV (FORMAT FOR BANK GAUARANTEE FOR SECURITY DEPOSIT / PBG)~~
- e) ANNEXURE - V (MANDATE FORM)
- f) ANNEXURE - VI (UNDERTAKING)
- g) ANNEXURE - VII (CHECK LIST)

---

**SIGNATURE OF THE TENDERER WITH  
SEAL**



## ANNEXURE:- I

## SCHEDULE OF REQUIREMENT

Sl. No.	Description of Item	Quantity	Unit
1.	Bentonite Mud	10	METRIC TONNE
2.	Caustic Soda	200	KG
3.	CMC Powder	100	KG

**Note:** Bidders should quote for full quantity of any or all of the above items

**SPECIFICATIONS FOR BENTONITE MUD**

**1. Physical State:** The material as received shall be in the form of a fine powder free from dirt and foreign matter.

**2. Moisture content:** The material as received shall not contain more than 12% moisture determined by drying to a constant weight at  $105 \pm 2^\circ\text{C}$ .

**3. Sand content:** the material as received shall not contain more than 2% sand (by mass) as retained on 200 mesh B.S.S. (or equivalent) sieve, by wet method.

**4. Dry screen analysis:** the material received, shall be sieved through 100 mesh B.S.S. or equivalent sieve. The fraction passing through this sieve shall be 98% (by mass) Minimum.

**5. Performance Test:** The supplied mud should conform to a performance test carried out by preparing a suspension by mixing 7.5 gms of the sample with 97 ml of distilled water by using a Hamilton Beach Mixer at medium speed. The suspension will be stirred for 15 minutes at  $24 \pm 2^\circ\text{C}$ . After the lapse of aging period, the suspension will be again stirred by Hamilton Beach Mixer at medium speed for 5 minutes and the following parameters will be determined:

**a). Apparent Viscosity and Plastic Viscosity:** The Apparent viscosity and plastic viscosity as determined by Fann V.G. meter shall be 15 centipoise (Minimum) and 6 centipoise (Minimum) respectively.

**b) Filtration loss:** Filtration loss using API filter press shall be 15 ml (Maximum) in 30 minutes at 100 psi. The filtration loss shall be determined by using any non-hazardous gas e.g. Nitrogen or Carbon di-oxide for applying pressure.

**c) Yield point:** The Yield point as determined by Fann V.G. meter (in lbs/100 sq. ft) shall not be more than four times the Plastic viscosity, determined by using the same instrument.

## Annexure-II

## Terms &amp; Conditions:

**1. Mode & Method of Submission of Tender**

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

**PART – I**

Will contain all documents in compliance of Techno-Commercial terms & conditions except **PRICE**.

**a) Application Fee & EMD**

**Application Fee & EMD** should be in the form of Bank Draft only. Bank Draft should be drawn in favour of CMPDI LTD., Regional Institute-I, Asansol on any scheduled bank payable at Asansol preferably on "State Bank of India"

Application fee / Earnest Money should be deposited in separate envelope super scribing 'Application fee' and 'Earnest Money Deposit'. A single bank draft may be drawn for payment of Application fee & EMD together (for downloaded tender documents).

**Government (State/Central)/Public Sector Undertakings/Firms having valid NSIC registration/ Firms registered under MSME Development Act 2006 for the Application Fee / EMD/ Security Deposit are exempted from submission of EMD/Security Deposit against valid documentary evidence.**

In case Earnest Money is not submitted, the offer shall be out-rightly rejected without any reference on this subject. EMD shall be refunded to the unsuccessful bidder immediately after finalization and award of the tender.

For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of the contract period of one year, whichever is later from the date of final acceptance of the materials by CMPDI, RI – I, Asansol. The deposits like Earnest Money will not carry any interest during its period of retention.

**THE DEPOSITS LIKE EARNEST MONEY MAY BE FORFEITED:-**

- a) If any bidder withdraws his/her offer after tender opening during the period of tender validity.
- b) If the bidder fails to execute the order job after acceptance of order within the specified time limit or does not fulfill any of the terms & conditions.

The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.

- c) Documents in support of Commercial Terms (Clause No. 2)
- d) ECS Mandate Form (Annexure – V)
- e) Checklist showing deviations, if any, from the tender document commercial terms & conditions against each clause as per Annexure- VII.

---

**SIGNATURE OF THE TENDERER WITH  
SEAL**

**PART- II**

- f) The second part of the tender shall consist of details of **PRICES ONLY**. The price bids of only those bidders whose offer in **PART - I** is found to be techno-commercially acceptable will be opened. Price bids are to be submitted in separate envelope clearly super-scribed "Part – II (Price Bid) – Not to be opened on **04.07.2019**" and name and reference no. of this NIT. The price bid must be type-written on the bidder's own letterhead with all columns duly filled in the format provided in Annexure – III of this NIT.

**ENVELOPE NO. 1** (PART-I) containing techno-commercial bid, **ENVELOPE NO. 2** (PART-II) containing price bid, **ENVELOPE NO. 3** containing Application Fee and EMD should be properly sealed and should also indicate the heading i.e. **PART-I, TECHNO-COMMERCIAL BID, PART – II, PRICE BID and APPLICATION FEE & EMD**. All the three envelopes should be inserted in a bigger envelope which should also be sealed. All the four envelopes must be super-scribed with "**Purchase of Bentonite Mud, CMC & Caustic Soda for Drilling Camps of CMPDI RI-I, Asansol**", the Tender No. and Date & Time of Opening **04.07.2019** (except Envelope 2). The bid should be dropped in the nominated '**TENDER BOX**' kept in the office of the **HOD (S & P)**, CMPDI, RI-1, Asansol.

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

**2. Commercial terms :**

**i) Eligibility:**

	<b>Eligibility and Proven-ness Criteria for Participation:</b>
<b>A.</b>	<b>Eligibility Criteria for Participation:</b>
	Valid Trade License Registration issued by State Govt
<b>B</b>	<b>Eligibility Criteria for Proven-ness of Bidder and offered item:</b>
	Procurement against this tender shall be made only for proven items from established & proven sources, who fulfils the following criteria: <p>(i) Offers of the Bidders, who are past suppliers to Mining Industry and / or other Industries (Private or Government Department/ Public Sector Undertaking – Indigenous or Global), will be considered eligible for participation, if they have supplied the tendered item / similar item, during the preceding 5 years as under:-</p> <p>a. <b>For Consumables/ Spares/ Software:</b> At least 20% of the total required quantity of this tender, as specified in the TPS.</p> <p>b. <b>For Equipment (other than HEMM &amp; Hitech Machinery):</b> At least 50% of the total required quantity of this tender during last 5 years from the date of opening of tender.</p>



	<p><b>(ii)(a)</b> Bidders, who are past suppliers to CMPDI for the tendered / similar item, should submit copies of supply orders in Part - I of the tender, in support of their eligibility as stipulated above.</p> <p><b>(ii)(b)</b> Bidders, who are new for CMPDI for the tendered / similar item, should submit copies of supply orders along with an undertaking, on the Letter Head of the Bidder, that the said supply order has been successfully executed, along with Part- I (Techno-commercial Bid) of the tender, in support of their eligibility as stipulated above.</p>
C	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)	<p>Micro &amp; Small Enterprises – Purchase preference will be applicable to the Micro &amp; 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 : -</p> <p>“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”.</p> <p>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> <p>NB: The above mentioned purchase preference will not be applicable for the items, which are not covered under MSME registration</p>

All bidders shall submit an undertaking on their letterhead for not having been blacklisted by any firm at any time till date for any reason, whatsoever, in the format provided at ANNEXURE – VI.

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

**Details of GST Registration of the bidders (to be given by Bidders in format below on their letterhead)**

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

The bids must include the following information:

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

SIGNATURE OF THE TENDERER WITH  
SEAL

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/ section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

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

c) If bidder is eligible for charging lower than the normal rate is applicable (**where Bidder has opted Composition Scheme**), then bidder has to submit the authentic documents for such.

d) The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.

e) In case of COMPOSITION TAX, the supplier is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the supplier that "composition taxable person not eligible collect tax on supplies" The supplier shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.

f) The supplier also shall comply the provisions of GST including "Anti Profiteering clause" of GST.

g) The bidder shall indicate their GST Reg. No and should submit GST Reg. Certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-1.

h) The tax invoice raised by the supplier against the goods supplied must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of supply to CMPDI Ltd within the state of West Bengal.

Supplier shall ensure timely submission of correct invoice(s) as per GST rules/ regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST(CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier.

i) In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount.

However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price.

In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed



price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.

j) TDS : The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of goods or services.

k) E-way Bill: The e-way bill, if any, required in connection with supply of goods shall be arranged by the supplier.

iii) **PAN** : Bids must contain a self-attested and stamped copy of valid PAN card

iv) **Test Certificates**: The test reports of Bentonite conforming to the required specifications (Annexure – I) must be accompanied with the bid. The test reports must be from a Govt. approved laboratory.

#### NOTE

a) **ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.**

b) **TENDER DOCUMENT WITH ERASED, CUTTING AND OVER WRITTEN CONTENT WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE TENDERER'S SIGNATURE.**

c) **THE TENDERERS SHALL QUOTE TO THE SPECIFICATIONS GIVEN. THEY ARE, HOWEVER, AT LIBERTY TO QUOTE FOR ANY OTHER ALTERNATIVES, WHICH IN THEIR OPINION, WILL SERVE THE PURPOSE. THE MATERIALS SHALL CONFORM TO RELEVANT IS AND IN ITS ABSENCE, TO APPROPRIATE BSS/VDE/DIN.**

3. **Validity of Offer**: The offers must remain valid for 180 days from the date of opening of offer.

4. **Consignee**: Regional Director, CMPDI, RI-I, Asansol-713304/Drilling Stores / Drilling Camp, CMPDI, RI-1, Asansol.

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

6. **Price**: To be quoted on bidder's letterhead as per format provided in Part – II. The rates shall be quoted both in words and in figures on FOR DESTINATION basis. If there is any discrepancy between the rates quoted in words and in figures, the rate enclosed in figure shall be considered. The offer should indicate rate per unit, discount, if any, total and delivery terms. The rates should be inclusive of all applicable taxes and duties. For imported materials, the rate shall normally be quoted on FOB – port of shipment basis and approx. marine freight and insurance charges shall be indicated separately for each item. The country of origin must be indicated.

Quotations, erased or overwritten, will be summarily rejected unless corrections are authenticated with the tenderers' signature and date.

The price quoted must be firm and offers must remain open for acceptance for six months from the due date of opening of the tender.

---

**SIGNATURE OF THE TENDERER WITH  
SEAL**

The tenders of those tenderers whose motto is to offer different prices or change the terms which affects the quoted price of the firm within the validity of the offer shall be treated as invalid offer and the action against such tenderer will be taken as per CIL Rules/Procedure.

7. **Schedule of bid submission:** Offers received after the submission time of the due date of the tender shall not be accepted.

8. **Security Deposit:**

- a) **The successful tenderers will be required to deposit as Security Money 10% of total value of the order** (FOR destination price including taxes and duties) in the form of Demand Draft/~~Bank Guarantee (Annexure – IV)~~ drawn on any Scheduled Bank Payable at Asansol preferably on State Bank of India within 21 days from the date of issue of the supply order. **For successful bidder Earnest Money will be adjusted with the Security Deposit.**
- b) No Security deposit will be required if the value of the order is below Rs 1.0 Lakh
- c) 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.
- d) The Security Deposit will be forfeited in case of unsatisfactory performance and /or contractual failure.

Security Money/Bank Guarantee of the eligible bidders will be released on certification after expiry of 30 days from the date of acceptance of materials received. The deposits like Security Money etc. will not carry any interest during its period of retention.

9. **Delivery:** The materials are to be delivered to Drilling Store, CMPDI, RI – I, G.T Road, West End, Asansol-713304, within 21 (Twenty-One) days of issue of purchase order. No additional charges will be paid for the above activities.

CMPDI, RI-I may not order for the total quantity in one go due to storage space constraints. Materials have to be supplied in full as per the supply order and payment shall be released on satisfactory supply of materials and its acceptance by the Inspecting Authority of CMPDIL, RI-I. The Company has the right to reject any or all of the materials of the supplier if not found suitable for use after receipt of materials at store. The supplier shall take back the rejected materials at his own cost and in no case the purchaser will be responsible for loss/damage of the rejected goods if the same are not removed by the supplier after rejection within a reasonable time.

10. **Penalty:** In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right:

- a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of officer-in-charge.
- 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) Wherever under this contract any sum of money is recoverable from and payable by the supplier, the CMPDIL, RI-I Asansol shall be entitled to recover such sums by appropriating a part or in whole by deducting any sum due or which at any time thereafter may come due to supplier in this or any other contract should this sum be not sufficient to cover the full amount recoverable, the supplier shall have to pay the CMPDIL, RI-I Asansol on demand the remaining amount so due.

**11. Force Majeure Clause:**

If the execution of the Contract/Supply Order is delayed beyond the period stipulated in the Contract/Supply Order as result of hostilities, declaration of embargo or blockade or flood, act of nature or any other contingency beyond the supplier's control due to act of God, the CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract/Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery as extended.

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

- 12. Inspection:** Acceptance of materials is 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 if pre-dispatch inspection is carried out, the acceptance will be subject to final inspection after receipt of the materials and installation and demonstration at site.

- 13. PAYMENT TERM:** 100% of the billed amount will be paid after satisfactory supply & Inspection, and on production of pre-receipted bill in triplicate along with signed challan. The delivery challan must be produced in duplicate. **The payment shall be made by e-payment (RTGS/NEFT). Bidders are advised to submit duly filled up ECS mandate form (Annexure – V) given along with this NIT.**

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

---

**SIGNATURE OF THE TENDERER WITH  
SEAL**

15. **PRICE FALL CLAUSE:** The prices charge for the stores supplied shall in no event exceed the lowest price of supplied stores of identical description to any other party/organization during the said period. If the sale price is reduced lower than the price chargeable under the Contract, such reduction shall be incorporated and stores supplied after the date coming into force on such reduction and stores supplied after the date coming into force on such reduction or sell shall stand correspondingly reduced.
16. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof
17. **CMPDI, RI-I reserves the right to accept or reject fully or partly or split-up any or all offers amongst the tenderers without assigning any reason thereof.** No disputes of any kind can be raised against this right of the buyer in any court of law or elsewhere. **NO CORRESPONDENCES WILL BE ENTERTAINED IN THIS REGARD.**
18. **ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.**

## ANNEXURE - III

## PART – II

## FORMAT FOR PRICE BID

(To be type written on bidder's letterhead)

Sl.	Description of Materials	Required Quantity (Nos)	Rate per unit ( ₹ )	GST (% & ₹ )	Rate inclusive of GST ( ₹ )	Amount ( ₹ )
1.	Bentonite	2500 kg				
2.	CMC	50 kg				
3.	Caustic Soda	20 kg				

SIGNATURE OF THE TENDERER WITH  
SEAL



## ANNEXURE - IV

**BANK GUARANTEE FORMAT**

1. Messers..... & Company having its office at .....  
 (Hereinafter called the Seller) has entered into a Contract No. CMPDI/RI-1/  
 .....dated..... (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 of ₹.....equivalent to 10% of FOB 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'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 deputed 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 given ..... months 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 reasons 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 ..... 201.

For .....Bank Limited.

**SIGNATURE OF THE AUTHORIZED PERSON  
FOR AND ON BEHALF OF THE BANK.**

**SIGNATURE OF THE TENDERER WITH  
SEAL**

## Annexure- V

**MANDATE FORM**

To,  
Central Mine Planning & Design Institute Ltd.,  
Regional Institute-1, G.T Road (W).  
Asansol-713304

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)	1. Saving      2. Current      3. Loan      4. Cash Credit 5. Others (If other ,specify)		
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.....

(AUTHORIZED SIGNATORY)

Name..... Date.....

**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.....

(AUTHORIZED SIGNATORY)

Name.....

Date.....

**SIGNATURE OF THE TENDERER WITH  
SEAL**

**ANNEXURE:– VI**

**UNDERTAKING**

**(To be type written on bidder's letter head)**

I/We undertake that my/our firm named..... has not been blacklisted by any Govt./PSU/private entity till date.

If at any stage , it is found that there has been any suppression of information in this regard, CMPDI will be at liberty to take any action as deem fit.

Date.....

Place.....

Name of Authorised Signatory  
with seal.

---

**SIGNATURE OF THE TENDERER WITH  
SEAL**

**ANNEXURE:– VII****CHECK LIST**

PLEASE SPECIFY THE FOLLOWING:

<b>Q. No.</b>	<b>LIST OF QUESTIONS</b>	<b>Indicate in Yes / No below</b>
1.	Have you prepared and submitted the bids as indicated in Clause 1 ? <b>[Please refer MODE AND METHOD OF SUBMISSION OF TENDERS ]</b>	
2.	Have you submitted Application Fee and Earnest Money Deposit in line with clause 1 (a) of the Terms & Conditions? If no, have you made claim for exemption from payment of Application Fee and Earnest Money Deposit and submitted relevant and valid certificates regarding the same	
3.	Have you submitted the following documents in line with Clause 2 (i) of Terms & Conditions? a. Copy of valid Trade License / Registration issued by Govt Authority b. Copies of supply orders from Govt / PSU/ Private entities in support of eligibility c. Undertaking for not having been blacklisted by any firm till date (Annexure – VI)	
4.	Have you submitted requisite Information on GST as per Clause 2 (ii) of Terms & Conditions?	
5.	Have you submitted copy of PAN as per Clause 2 (iii) of Terms & Conditions?	
6.	Have you quoted FOR Destination / FOB price(s) in line with clause 6 of Terms & Conditions and indicated the break-up as per Annexure-III ?	
7.	Have you quoted firm price in line of Clause 6 of Terms & Conditions?	
8.	Is your offer valid for Six Months from the date of opening of tender in line of clause 6 of Terms & conditions?	
9.	Have you submitted the Tender Document duly signed on each page	
10.	Do you accept all the terms and conditions of the tender	
11a	Deviations, if any, from the commercial terms and conditions	
11b	If, yes, state clause no. and reason and extent of deviation	
12	<b>Indicate the List of enclosures with the Offer</b>	
a		
b		
c		
d		

SIGNATURE OF THE TENDERER WITH  
SEAL