



cmpdi
A Mini Ratna Company



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लि.
कोल इंडिया लिमिटेड की अनुषंगी कंपनी / भारत सरकार का उपक्रम
क्षेत्रीय संस्थान-V, सीएमपीडीआई कॉम्प्लेक्स, सीपत रोड बिलासपुर छ.ग. 495006
Central Mine Planning & Design Institute Limited
A Subsidiary of Coal India Ltd/ A Govt. of India Public sector Undertaking
CIN:U14292JH1975GO1001223
RI-V, CMPDI Complex, Seepat Road, Bilaspur (CG)- 495006
Purchase and Management Systems Division

Advertised Tender Enquiry (**Domestic**) cum ~~Reverse Auction~~ through e-Procurement Portal:
<https://coalindiatenders.nic.in> for supply of under noted items on FOR Destination basis).

Tenders are invited on-line from **Indigenous Manufacturers OR** from their **Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc.** in case manufacturers, do not quote directly OR from the **Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc.** of Foreign Manufacturer for procurement of goods up to a **value of ₹5.00 (five) lakh only**; who are having **tender specific authorization** for the **Supply of spare parts for Pipe Wrenches of "Ridgid" make suitable for the drilling rigs deployed at various camps of RI V, CMPDI, Bilaspur**, as per following terms & conditions:

Section I: Invitation for Bids (IFB),
Section II: Instruction to Bidders (ITB)
Section III: General Conditions of the Contract (GCC)
Section IV: Special Conditions of the Contract (SCC)
Section V: Schedule of Requirement (SOR)
Section VI: Technical Specification

SECTION-I: INVITATION FOR BIDS (IFB)

i.	DETAILS OF TENDER :										
	a	TENDER NO: RV/PMS/NIT/26/Pipe Wrench Spares/20-21/ 240 Dated:18.09.2020									
	b	MODE OF TENDERING	ON LINE BIDDING through Coal India Limited e-Tender Portal :https://coalindiatenders.nic.in								
	c	TYPE OF TENDER	Two Cover System								
	d	ESTIMATED VALUE OF TENDER	₹ 12,47,378.00 (approx.)								
	e	TENDER FEE	Not applicable								
	f	EARNEST MONEY DEPOSIT (EMD): [EMD shall be accepted in Rupees (₹) only]. Domestic Bidders are required to submit EMD ONLINE through CIL-NIC portal, as detailed below; The bidders are required to quote for all items. Partly quoted offers is not accepted. L-1 will be decided for each item separately on individual item wise lowest quoted value basis. Please also refer note (iii) & (iv) of the following page.	<table><tr><th>Item</th><th>Item Description</th><th>EMD Amount (₹)</th></tr><tr><td>01</td><td>Pipe Wrench Spares “Ridgid” make (08 items)</td><td>24,900.00</td></tr><tr><td colspan="2">Total EMD (₹):</td><td>24,900.00</td></tr></table> N.B.: To avoid inconvenience, efforts should be made to arrange for payment of the EMD at least 24 hrs. prior to the End Date and Time of Bid Submission.	Item	Item Description	EMD Amount (₹)	01	Pipe Wrench Spares “Ridgid” make (08 items)	24,900.00	Total EMD (₹):	
Item	Item Description	EMD Amount (₹)									
01	Pipe Wrench Spares “Ridgid” make (08 items)	24,900.00									
Total EMD (₹):		24,900.00									

g	Methodology for EMD Submission:		
	Domestic Bidders can make on-line payment of EMD either through net-banking from designated Bank 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, Bidders will have to make payment as per the Challan generated by the System on the eProcurement portal and will have to furnish online the Unique Transaction Reference (UTR) Numbers before submission of the bid. The System shall allow Bidders to submit the Bid only when the EMD is successfully received in the Bank Account of CMPDIL and the information flows from Bank to the e-Procurement system; Submission of EMD is exempted as per clause vide Section II (iv) -14 (a) of this tender document In case of exemption of EMD, scanned copy of the relevant document in support of the exemption, as applicable in terms of the Tender Document, will have to be uploaded by the Bidders during bid submission.—In case 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 on to the Next Page.		
	N.B.: To avoid inconvenience, efforts should be made to arrange for payment of the EMD at least 24 hrs. prior to the End Date and Time of Bid Submission.		
h	INTEGRITY PACT	APPLICABLE / NOT APPLICABLE	
ii.	TIME SCHEDULE OF TENDER:		
Sl. No.	Particulars	Date	Time
a.	Bid Submission Start Date	As available on the website: http://coalindiatenders.nic.in	
b.	Bid Submission End Date		
c.	Start date of seeking Clarification on-line		
d.	Last date of seeking Clarification on-line		
e.	Due date of opening Bids		
	NOTE: (i) If the due date of opening falls on a holiday, the Tender will be opened on the next working day. (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. (iii) The offers of Bidders, who fail to submit the required EMD / upload scanned copies of EMD exemption documents, will not be considered. (iv) Freezing of bid can be done only after completion of the EMD submission process. (v) 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. (vi) There will be no physical / manual sale of the Tender Document. (vii) There is no tender fee and the bidders can download the Tender Document free of cost. (viii) Bidders are advised to download the complete set of the Tender Document, including the Tender Details.		

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB):

- i. Requirements for Bidders/Vendors · P.C.**
connected with internet.
- 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: B Joseph Anil Kumar, Asst. Manager (PMS/E&M)**
e-mail: bjakumar@coalindia.in/josephanilkumar.b@gmail.com
Contact No.: 07752-258492/7218549976
- 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.nic.in>.
- To obtain the Class II / III digital signature certificate or further details Bidders are requested to visit our 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 (Letter of Bid) 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.nic.in>".
The Bidders have to Log on to the official website: <http://coalindiatenders.nic.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.

ii. METHODOLOGY OF SUBMISSION OF BID AND ITS EVALUATION: A. The bid will be submitted electronically online on the e-procurement portal (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC). B. The Bidder has 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 Conditions of Contract 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. C. General Technical Evaluation: The Bidder has to comply with all the terms of ‘General Technical Evaluation’ (GTE). D. Letter of Bid: The format of Letter of Bid (as given in the NIT at Annexure-A) will be downloaded by the Bidder and <u>will be printed on Bidder’s letter head</u> and the scanned copy of the same, <u>duly ‘Signed & Sealed’</u>, 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 Tender 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. E. Eligibility and all other 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 (Annexure - III), in 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. F. Technical Parameter Sheet: The Technical Parameter Sheet (TPS) containing the technical specification parameters for each tendered item along with “commercial parameters” will be available for download in Excel format {two sheets}. 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 technical 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 instructions given above, may lead to rejection of one or all the items automatically by the system. 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 in Cover-I while submitting his bid. Non-compliance of any of the parameters for any of the item will disqualify the Bidder. Price Bid / BOQ: The Price Bid containing the Bill of Quantity (BOQ), which is in Excel Format, will be uploaded during tender creation. The Price bid / BOQ 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 Price-bid will be in Item-wise Rate BOQ format and the bidders are required to quote for all items. Partly quoted offers is not accepted. L-1 will be decided for each item separately on individual item wise lowest quoted value basis. H. Composite Price: If the Price bid is on MODULE BASIS, the Bidders should quote for all tendered items, and the L-1 will be decided on MODULE BASIS. I. ADDITIONAL INFORMATION REGARDING BOQ/ PRICE BID: - The Price bid of the Bidders will have no condition. - The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. - 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. - 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. - If the Bidder is eligible for lower than the normal rate or the Bidder has opted for Composition Scheme, then the Bidder has to upload the authenticated document towards such exemption online. - 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.

- g. 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.
- h. 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.
- i. In cases where octroi/entry tax and /or other local taxes are applicable and the bidder desires to claim the same as extra, it should be specifically mentioned by the tenderer in its offer along with rate(s) of such taxes/levies as applicable. The total amount to be paid under such head should be indicated in the column "Miscellaneous charges" of the BoQ and a breakup of the same should be submitted along with the bid. Claims for such payments shall be made on reimbursement basis for which proper receipt(s) of such payments are to be obtained from the concerned Municipal/Local authorities and have to be submitted along with the bill.

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, wherever required.

ii} The Bidder will have to upload scanned copies of various documents as specified in the Tender Document for 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 CMPDI 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. Guidelines and Process Flow for Tender cum Auction {For Tenders valuing ₹ 50.00 Lakh and above}: Not applicable.

P. Evaluation of Bid:

- i) The supporting documents **only of the L-1 Bidder** will be downloaded for evaluation by the Tender Inviting Authority.
- ii) After evaluation of the uploaded documents, Clarification of Bids/ Shortfall/ Confirmatory Documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 2 chances, first of 7 x 24 hours' duration and second of 5 x 24 hours' duration shall be given.

N.B.: Clarification of Bids/ Shortfall/ Confirmatory 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. No modification of the bid and any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, will not be considered by CMPDIL.

- (i) 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, 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 Tender Document, 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)** from the start date indicated on the system. **The Bidder will upload / re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.**
- (ii) The shortfall/confirmatory documents asked however shall be without any commitment whatsoever at the stage.
- (iii) ~~No shortfall documents shall be asked for tenders valuing up to Rs. 20.00 Lakhs.~~
- (iv) **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.**
- (v) Following **penalties** shall be imposed on the defaulting Bidders:
 - a. If L-1 bidder is a defaulter for part of/all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item (s) for which he has defaulted.
 - b. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

Note:

- a. The zone of applicability of penal provisions shall be TIA specific.
- b. The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. ~~For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.~~
- c. The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of the Purchase Manual. **Tender Status:**

It will be the Bidders 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 Short-fall documents within prescribed time. The Tender Status will be available on the public domain and anyone visiting the site can view it by identifying the tender.

	Q. Placement of Order: After establishment of techno-commercially acceptable 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. Within 15 days from the date of receipt of the supply order, the successful tenderer shall submit receipt and acceptance of the supply order.
iii.	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). The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents / certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.
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	The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection. 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 wilful 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	a. CMPDI will reserve the right to increase or decrease the ordered quantity by +/- 25%. The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them. b. With the provision of the Option Clause, coverage for additional quantity up to 25% of offered quantity can be made either by: - Ordering full 25% quantity at the time of placement of contract; - Ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract; - Ordering option quantity subsequent to placement of contract but during the currency of contract.
G	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.
H	SCANNED COPY OF DOCUMENTS TO BE UPLOADED ALONG WITH THE BID: As per the List at ANNEXURE III.
I	(a) The bid can be submitted by the Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc. 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; (b) If an Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc. submits a bid on behalf of the Principal / OEM, the same firm shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product;
iv.	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>

1.	INTEGRITY PACT: 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. The Integrity Pact document to be signed and uploaded by the Bidders is enclosed [Annexure VI]. 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. 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. Name and address of Independent External Monitors is as under:																								
	1	Shri JAGDISH PRASAD MEENA, IAS (Retd.) Flat A1/401, Bharat Apartments Plot 8, Sector 18A, Dwarka, New Delhi 110 075 Mobile No. 8802334455 Email ID: meenajp@gmail.com	2	Shri CHET RAM KOLI, Retired Principal Commissioner of Income Tax, Flat No. 1701 Imperia, Mahavir Millenium, Near Sidhachal, Vasant Vihar, Thane (W) Maharashtra 400610. Mobile 9869479987 e mail: cr_koli@yahoo.com																					
2.	BA SIS OF PRICE:																								
a.	The prices shall be quoted in the following manner: i) For Indigenous Manufacturer: The prices shall be quoted on FOR Destination basis in INR; ii) For Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc.: Authorised Indian Agents/ Dealers/ Channel Partners/ Distributors etc. of indigenous manufacturer (OR of Foreign Manufacturer for procurement of goods up to a value of 5 lakhs only) 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. Authorised Indian Agents/ Dealers/ Channel Partners/ Distributors etc. of indigenous manufacturer (OR of Foreign Manufacturer for procurement of goods up to a value of 5 lakhs only) shall quote for the equipment along with Assemblies, Spares, Consumables, etc. in INR only. 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.																								
b.	TAXES AND DUTIES: 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. a. GST: GST, if applicable, will be payable extra as per prevailing GST Act and Rules- b. The legally applicable rate of TAX should be clearly mentioned in the commercial bid and the value (after calculation) in the price bid. 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: - (a) Invoice should be issued by the supplier as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017: - (b) 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. (c) GST Registration Number of CMPDI is as under:																								
	<table><thead><tr><th>State</th><th>City</th><th>GSTIN</th></tr></thead><tbody><tr><td>Jharkhand</td><td>Ranchi / Dhanbad</td><td>20AAACC7475N1ZI</td></tr><tr><td>West Bengal</td><td>Asansol</td><td>19AAACC7475N1Z1</td></tr><tr><td>Maharashtra</td><td>Nagpur</td><td>27AAACC7475N1Z4</td></tr><tr><td>Chhattisgarh</td><td>Bilaspur</td><td>22AAACC7475N1ZE</td></tr><tr><td>Madhya Pradesh</td><td>Singrauli</td><td>23AAACC7475N1ZC</td></tr><tr><td>Odisha</td><td>Bhubaneswar</td><td>21AAACC7475N1ZG</td></tr></tbody></table>	State	City	GSTIN	Jharkhand	Ranchi / Dhanbad	20AAACC7475N1ZI	West Bengal	Asansol	19AAACC7475N1Z1	Maharashtra	Nagpur	27AAACC7475N1Z4	Chhattisgarh	Bilaspur	22AAACC7475N1ZE	Madhya Pradesh	Singrauli	23AAACC7475N1ZC	Odisha	Bhubaneswar	21AAACC7475N1ZG			
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	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. The supplier shall upload their invoices in their GSTR-1 for claiming their bill from CMPDI																																		
(d)	If TCS is required to be collected, Bidder will issue TCS Certificate in the prescribed form, i.e. 27D.																																		
3.	EVALUATION & COMPARISION OF OFFERS:																																		
3.1	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 Section V: Schedule of Requirement (SOR). 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.																																		
3.2	The ranking of the techno-commercially acceptable bids / offers shall be made on the basis of the Total Cash Outflow calculated as above and the contract will be awarded to the bidder who emerges L1 (i.e. the lowest techno-commercially acceptable bidder). Wherever, Buy- Back of the existing equipment/ system is applicable, the quoted price will be off-set from the Total Bid Price to arrive the L1 price.																																		
3.2.1	Calculation of F.O.R. Destination price: <table><tr><th>Sl. No.</th><th>Elements of Cost</th><th></th></tr><tr><td>(i)</td><td>Basic Price</td><td></td></tr><tr><td>(ii)</td><td>Freight</td><td rowspan="4">As applicable</td></tr><tr><td>(iii)</td><td>Insurance</td></tr><tr><td>(iv)</td><td>Installation</td></tr><tr><td>(v)</td><td>GST</td></tr><tr><td>(vi)</td><td>Total</td><td></td></tr><tr><td>(vii)</td><td>Less Buy Back</td><td rowspan="2">As applicable</td></tr><tr><td>(viii)</td><td>Total less buy back (vi vii)</td></tr><tr><td></td><td></td><td></td></tr><tr><td>(ix)</td><td>CAMC/AMC Charges</td><td rowspan="2">As applicable</td></tr><tr><td>(x)</td><td>GST on CAMC/AMC</td></tr><tr><td>(xi)</td><td>Total (viii + ix + x)</td><td></td></tr></table> NOTE : - During final evaluation of the Bid, the rates of taxes and duties, input tax credit etc. prevailing on the date of Bid opening will be considered; Computational Errors, if any, will be rectified on the following basis: - Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of while preparing the comparative statement in the following manner: - If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and - If there is a discrepancy between words and figures, the amount in words shall prevail. - Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Purchaser's observation, the tender is liable to be rejected.	Sl. No.	Elements of Cost		(i)	Basic Price		(ii)	Freight	As applicable	(iii)	Insurance	(iv)	Installation	(v)	GST	(vi)	Total		(vii)	Less Buy Back	As applicable	(viii)	Total less buy back (vi vii)				(ix)	CAMC/AMC Charges	As applicable	(x)	GST on CAMC/AMC	(xi)	Total (viii + ix + x)	
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3.2.2	The price for determining status of the bidder shall be automatically calculated by the system based on the inputs / values provided by the bidder in their price bid. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in the Basic Price / NIL and in case, such cost is applicable / payable extra over the Basic Price, the same shall be borne by the seller in the event of placement of order. CMPDI will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case "Basic Price" of any item is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.																																		
4.	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. Unconditional discounts, if any, will be taken into account for arriving at total price. 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.																																		
5.	VALIDITY OF OFFER: The offers must remain open for acceptance up to 120 days from the date of opening of the tender.																																		
6.	FIRM PRICES: The prices quoted must be FIRM throughout the validity period of the offer.																																		

7.	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.
8.	PAYMENT TERMS: Payment shall be made in INR in the following manner:
8.1	FOR EQUIPMENT AND P&M ITEMS:
8.1.1	Bidders shall confirm their acceptance of the following Payment Terms:
i	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 & acceptance of Performance Bank Guarantee or submission of bills complete in all respects, whichever is later.
ii	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) and upon presentation of certificates from the User Deptt. to the effect that the equipment has been successfully commissioned or submission of bills complete in all respects, whichever is later.
iii	Submission of Documents: The supplier will submit the following documents along with bills for 80% or 20% value, as applicable, to the Consignee: Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, and total amount. Manufacturer's Warranty / Guarantee Certificate. Lowest Price Certificate. Successful commissioning and final acceptance certificate, as per the format at Annexure D. Any other document(s) required as per contract.
	Note: No other payment term will be acceptable.
8.2	FOR ITEMS OTHER THAN EQUIPMENT AND P&M :
8.2.1	Bidders shall confirm their acceptance of the following Payment Terms:
i	Payment for 100% value of the goods supplied, with 100% taxes, duties and other charges, shall be released within 21 days after receipt and acceptance of the material at Consignee end or submission of bills complete in all respects, whichever is later.
ii	Submission of Documents: The supplier will submit the following documents along with bills to the Consignee: - Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, and total amount. - Manufacturer's Warranty / Guarantee Certificate. - Lowest Price Certificate. - Any other document(s) required as per contract.
	Note: No other payment term will be acceptable.
8.3	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- IV, with Signature and stamp, along with their Bill (s). (Not applicable for the Bidders already registered with CMPDI for e-payment).
8.4.	For all services to be provided against the Contract, Income Tax and GST at the prevailing rates shall be applicable. As such, the payment shall be made after deducting the applicable Income Tax, etc. In order to avail concessional Income Tax as well as for the issue of Tax Deduction at Source Certificate (TDS), Bidders are required to submit their PAN Card details.
9.	DELIVERY REQUIREMENT :
(a)	Delivery schedule is specified in Annexure-III / TPS i.e. In 2 phase: 50% within 45 days and rest 50% within 120 days from date of issuance of supply order.
(b)	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 minimum quantity to be offered by the participating Bidders will be as under :-
(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-III. 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-III. 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.).

(ii)	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-III). 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 1 No.). In cases of staggered delivery period, the Bidder should be in a position to supply at least 25% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-III. 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 1 No.).
Note: - Offers from Bidders who fail to comply with the above qualification criteria shall be considered as unresponsive.	
(c)	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.
(d)	(i) Distribution of orders/quantity: 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. 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. 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.
	(ii) 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-III.
10.	LIQUIDATED DAMAGES CLAUSE: The Bidders will confirm their acceptance of the following: 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: - 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 (excluding taxes and duties) 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) of the total contract value. - 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 and also/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. - CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon. N.B.: - The above clauses shall also be applicable if the supplier fails to commission the equipment successfully within the specified period, as incorporated in Annexure III. - In case of trial contracts, liquidated damages are not leviable.

11.	FORCE MAJEURE CLAUSE: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts or public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
12.	PRICE FALL CLAUSE: The Bidder undertakes that it has not offered to supply/supplied/is not supplying same or similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded. a) The currency of contract will mean the period till completion of supply. b) It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract. c) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization”. Note: i) There shall be no Price Fall Clause for purchase value upto Rs.1.00 lakh. ii) The bidder is required to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization/Ministry/Department of the Govt. of India, Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
13.	GUARANTEE / WARRANTY: 03 months from the date of acceptance of material.
13 (a)	In addition to the Guarantee / Warranty specified in Annexure – III / TPS, the following terms will also be applicable:-

13 (b)	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. In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., liveable on the replacement supplies will be borne by the supplier. Repair / Replacement of defective parts: (i) Upon receipt of notice for replacement of defective parts, the Supplier shall, within thirty (30) days, replace or repair the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter. (ii) If the Supplier, having been notified, fails to remedy the defect(s) within thirty (30) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
13 (c)	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.
14	EARNEST MONEY DEPOSIT (EMD): The value of Earnest Money to be deposited by the Bidder is mentioned in the Tender Document [Point I (f)]. EMD shall be accepted in Rupees (₹) only. - If EMD is paid by the Bidders through the online mode (Direct Debit / NEFT / RTGS) then the EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases 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 the 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 made 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 then EMD of all the participating Bidders will be refunded, unless it is forfeited by the Department; - If the Bidder withdraws the bid on-line (i.e. before the end date of submission of tender), then the EMD will be refunded automatically after the tender opening; - The EMD of successful Bidder(s) (after award of contract) will be retained by CMPDI and released after submission of the Security Deposit, as per the extant practice; - The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender. - Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference. Scanned copy of the documents in support of exemption will have to be uploaded by the Bidder during Bid submission. - For the unsuccessful bidder, the EMD shall be refunded after finalization of the tender / after the bidder is declared unsuccessful, unless it is forfeited by the Department; - The EMD shall be forfeited: - If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender. - If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: - - Fails to sign the contract within 30 days from the date of notification of award; or - Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract. - Fails to furnish the Security Deposit for the due performance of the contract within the specified period. - No interest will be payable on EMD in the event of its refund. - CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

14(a).	EXEMPTION FROM EMD: Submission of EMD is exempted in case of the following: 1. Firms registered with CMPDI, NSIC, MSEs (as defined below), Startups and Central/State Government Organizations/PSUs irrespective of the stores for which they are registered. MSEs: i) The conditions as per public procurement policy for micro and small enterprises (MSEs) order 2012 will be applicable. ii) The MSEs should be registered with either District Industries Centre (DIC) or KVIC or Khadi and village industries Board (KVIB) or Coir Board or Nation Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or having Udyog Adhar Memorandum Number. Entrepreneurs Memorandum (EM-II) signed by DIC is also being used for such purpose. 2. In case of exemption of EMD, the self-attested copy of document valid on the date of tender opening) (in support of Exemption will have to be submitted by the bidder during bid submission which will, be verified along with bid documents. 3. In case of tenders towards procurement of spare parts, in case of offers from OEM/OES EMD shall be exempted. 4. In case of Single Tender Enquiry, EMD will not be applicable. 5. Submission of EMD will not be applicable in case the estimated value of procurement is less than ₹ 2.00 Lakh. NOTE: ➤ 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.
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15.	SECURITY DEPOSIT: To ensure due performance of the Contract, the successful Bidder who has been awarded the contract will be required to deposit Security Money. The Security Deposit shall be for an amount of 10% of the total landed value of the contract including all taxes, duties and other costs and charges, without any ceiling and it shall be in the form of Demand Draft (in favour of CMPDI, Regional Institute payable at Bilaspur)/Bank Guarantee (as per the format enclosed at Annexure V (A) to be submitted within 15 days of the notification of award or placement of order. The BG shall be from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI, pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank, details of which are as follows: Name of Bank: State Bank of India; Branch: SECL Branch; IFSC: SBIN0007258; A/c No: 10316091328 Address: SECL Complex, Seepat Road, Bilaspur – 495006 (C.G) - The Security Deposit shall be in the same currency (ies) in which contract is to be signed. In case of multicurrency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted. - In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBG totals to 10 % of the contract value, and all are submitted simultaneously within the specified time schedule and all are in the same prescribed format of SDBG. - In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract. In case of late delivery, the Bank Guarantee will have to be extended accordingly. - If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. - If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. - If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL. □ In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement or order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value. - The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure. CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon. - No interest will be payable on Security Deposit, if it is refunded.
16.	EXEMPTION FROM SECURITY DEPOSIT: Submission of Security Deposit is exempted in case of the following: - Submission of Security Deposit will not be required, if the value of order is up to ₹ 2.00 Lakh. - All Central/ State Govt. Organizations/PSU shall be exempted from submission of security deposit. - OEM/OES shall be exempted from submission of security deposit, in case of tenders towards procurement of spare parts for equipment against Single Tender Enquiry/ Open / Limited Tenders. Note: The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at Annexure-V. Any deviation in the Bank Guarantee format will not be accepted. The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.

17 (a)	PERFORMANCE BANK GUARANTEE: 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. The value of the Order will be arrived at by adding all the taxes and duties applicable, such as CGST, SGST or IGST or UT-GST, etc., to the FOR Destination price of the material as applicable on the date of tender opening. The BG shall be issued by a RBI Scheduled Bank in India on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI, pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank, details of which are as follows: Name of Bank: State Bank of India; Branch: SECL Branch; IFSC: SBIN0007258; A/c No: 10316091328 Address: SECL Complex, Seepat Road, Bilaspur – 495006 (C.G), Customer Id: Central Mine Planning and Design Institute Ltd (26482) Such Bank Guarantee should remain valid till 3 months after completion of warranty period of all the equipment/ items covered in the contract. The release of the Performance Bank Guarantee(s) shall be subject to satisfactory performance of the equipment/item during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Bank Guarantee will have to be extended, if required. If Performance Guarantee is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request, after completion of the claim period. N.B.: In case of forfeiture of the Performance Bank Guarantee, GST will be accounted for as per applicable provisions.
17 (b)	The value of the Performance Bank Guarantee will be calculated as follows: - The value of the Performance Bank Guarantee for orders placed for indigenous items will be arrived at by adding all the taxes and duties applicable, such as GST etc., to the FOR Destination price of the material as applicable on the date of opening of the price bid.
17 (c)	In cases where both Security Deposit and Performance Guarantee are 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, Warranty / Guarantee period, etc., as applicable and an additional period of three (03) months after end of the warranty period. <i>In such case, clause no. 15 of Security Deposit shall be applicable.</i> In case of late delivery, the Bank Guarantee will have to be extended accordingly.
17(d)	In case the bidder does not have after sales service support facilities in India and if an undertaking has been submitted along with the offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the equipment commissioned, then the successful Bidder shall furnish an additional Performance Guarantee equivalent to 30% of the total value of the supply order / contract to remain valid for the entire Warranty period + 3 month for entering into AMC/CAMC, if any + additional 3 months for claim period. This 30% PBG shall be released after establishment of after sales service support facility in India, subject to confirmation of the same by the concerned Head of Technical Department. However, the supplier has to submit PBG of 10% of the total contract as per clause 17 (a) of this tender document. This 10% PBG will be released after satisfactory performance of all equipment/items and fulfilment of contractual obligations including warranty obligations.
NB: - The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at Annexure-V (B). <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.	
18.	MAINTENANCE CONTRACT: Not Applicable.
19.	INSPECTION: Material 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 when pre-dispatch inspection is carried out, the material will be subjected to final inspection after receipt of the material at Consignee end.

20.	Eligibility and Proven-ness Criteria for Participation:
A.	Eligibility Criteria for Participation: (a) Manufacturers/Indian Agents: 1. Indigenous Manufacturers (Please also refer to the notes given below) Procurement shall generally be made from manufacturers only. However, if the manufacturer does not quote directly as a matter of its corporate policy, the procurement can be made from its authorized Indian Agent based on the tender specific authorization (in the format provided as per Annexure – C) issued by the manufacturer mentioning tender reference number and date and validity of such authorization. The manufacturer is also required to submit a certificate that it is not quoting in the tender directly as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization, it shall be liable for penal action as per provision of CIL Purchase Manual 2020. If at any stage, it is found that agency commission has been paid by any principal without declaring the agent, the commission will be recovered with interest. Action shall also be taken against the principal as per provisions of CIL Purchase Manual 2020. However, in case of procurement of goods up to a value of ₹ 10.00 Lakh insistence on procurement from the manufacturers is relaxed and above provisions are waived off. Further, in case of procurement of commercially off-the-shelf available products, general authorization/dealership/distributorship certificate may be considered in place of tender specific authorization. One manufacturer can authorize only one agent. 2. Indian Agents If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item/product. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The term ‘Agent’ broadly includes Distributor, Dealer, Channel Partner etc. Note: - 1. Since this is a domestic tender, foreign manufacturers are not allowed to submit direct offers. However for procurement of goods up to a value of 05 lakhs only, procurement is allowed in INR (₹) from an Indian Agent of the Foreign Manufacturer. Any payment in currency other than INR (₹) will not be allowed in the contract emanating out of this tender. 2. Indigenous manufacturers* or their agents may submit offer subject to fulfilment of aforesaid conditions. * * Indigenous manufacturer means a ‘Class-I local supplier’/ ‘Class-II local suppliers’ as per Make in India order, more elaborated at clause 21 (c) of this Tender Document. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of Local Content. Here, a local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all Custom Duties) as a proportion of the total value, in present. In this regard Government circular(s) regarding Make in India shall be applicable. 3. In case of procurement of equipment, foreign manufacturers should have After Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL’s personnel. The minimum criteria for After Sales Service Support facilities should be clearly indicated in the NIT. In case the bidder does not have the After Sales Service Support facilities in India, it will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value. (b) Document from Indigenous Manufacturers: <i>In support of eligibility, scanned copies of the following documents are required to be uploaded with the offer:</i> <i>1. Documentary evidence to establish the fact that they are manufacturer for the offered item. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License / Registration Certificate issued by the appropriate authorities, etc.;</i> <i>2. Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration, etc.;</i>

(c) Document from Indian Agents/ Dealers/ Channel Partners/ Distributors etc.:

Wherever offer is submitted by an Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc., scanned copy of following documents should be uploaded along with the e-bid: -

- (i) Documentary evidence to establish that their principal company is a manufacturer of the offered item. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License / Certificate / Registration issued by the appropriate authorities, Certificate from Chamber of Commerce and Industries of the manufacturer country; Details in respect of the organisation along with documents like certificate of incorporation etc.;
- (ii) Documentary evidence to establish that the bidder is an Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc., of the principal company/ manufacturer of the offered item viz. valid Authorization certificate indicating the following details: -
 - 1. Name and Designation of the Authority of Principal Company who issued the Certificate;
 - 2. FAX No. / Contact No. and e-mail id of the said Authority;
 - 3. Specific Authorization for participation in the Tender as per Annexure-C. [However, for goods value up to Rs 10.00 Lakh and the off- the self-available products general authorization/dealership/distributorship certificate may be considered in place of tender specific authorization]
 - 4. The bidder should disclose the quantum of Commission/ Margin of the Indian Agent and the scope of services to be provided by them.

(d) In cases where value of service component is more than 10 % of the total estimated value of the complete package of goods and services, the average Annual Financial Turnover of the Bidder during the last 3 years , ending 31st March of the previous financial year, should be at least 30 % of the total estimated value of the tender. Documentary evidences should be uploaded accordingly.

(e) Public Procurement from a country which shares a land border with India shall be governed as per OM No. 6/18/2019-PPD dated 23.07.2020 followed by orders (Public Procurement No. 1 & 2 dated 23.07.2020 and No. 3 dated 24.07.2020) as under:

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- b. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c. “Bidder from a country which shares a land border with India” for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such an entity; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- ¹ The beneficial owner for the purpose of (III) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

	Explanation: - a. Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals. e. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. g. An Agent is a person employed to do any act for another, or to represent another in dealings with third person
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B.	Proven-ness of Bidder and offered item:
	Procurement against this tender shall be made only for proven items from established & proven sources, who fulfils the following criteria: (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 (if specified in the TPS), during the preceding 5 years from the date of tender opening and their performance has been found satisfactory. *For consumables/Spares/Software: At least 20 % of required quantity of this tender, as specified in the TPS *For Equipment: At least one number of the Equipment. (i)(a) Bidders, who are past suppliers to CMPDI for the tendered /similar item, should upload copies of supply orders in Cover- I of the tender, in support of their eligibility as stipulated above. (i)(b) Bidders, who are new for CMPDI for the tendered /similar item (if specified in the TPS), 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 and performed satisfactorily for one year (as per the format at Annexure-B), along with Cover- I (Techno-commercial Bid) of the tender, in support of their eligibility as stipulated above. (ii) Performance Report of the offered items, wherever asked for, shall have to be uploaded along with Cover- I (Techno-commercial Bid) of the tender. Note: Similar Equipment shall be such be such Equipment which fulfils the following: (a) Performs almost identical operations as the quoted model. (b) Should be equal to or higher than the tendered capacity. (c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted – only rating specifications may differ (Lower or Higher) (iii) Acceptance Criteria for similar Equipment: If the bidder claims provenness of the quoted model based on similar equipment as per Note above and the similar equipment have not performed satisfactorily for a minimum period of one (01) year from the date of commissioning [where quoted model too has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above], then the offer may be accepted subject to following conditions: (A) Where lot wise delivery is not indicated in the Schedule of Requirement: The firm shall be required to furnish Additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period. This additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied for one year from the date of commissioning. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.
	Note: In case of unsuccessful performance of the equipment supplied by the firms who qualify as per above sub clause iv, the following shall be applicable: i) The 100% Additional Performance Bank Guarantee of equipment submitted shall be en-cashed by CMPDI. Consequent upon the encashment of the 100% Bank Guarantee due to non - achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity, if any, shall be cancelled. ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability of equipment. iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CMPDI for any capacity of this type of equipment. iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier. (B) Where lot wise delivery is indicated in the Schedule of Requirement: Operation of conditions regarding 100 % BG shall be based on the above principles; step – wise procedure, however, shall be as enumerated vide clause 2.6 (read with the sub clauses of purchase manual)
21.	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, including the latest amendment issued vide F. No. 21 (8)/2018-MA Dated 09.11.2018:- “MSEs quoting price within price band of L1+15 percent shall be allowed to supply a portion upto 25% of requirement by bringing down their price to L1 price, where L1 is non MSEs. Out of the said 25%, 4% is earmarked for MSEs owned by Scheduled Cast/ Scheduled Tribe (SC/ST) entrepreneurs and 3% is earmarked for women owned MSEs”. The vendors should confirm their MSME Registration along with the name of the Registering Authority and also attach a duly Self Attested copy of the complete set of valid registration certificate with their offer. NB: i) The Government reviews the lists of reserved items to the MSEs and the applicable procedures for purchasing the same from time to time. The purchase will be made from the suppliers falling in the category of MSEs. ii) The annual goal of procurement of minimum 25% from MSEs also includes sub-contracts to MSEs by large enterprises and consortia of MSEs formed by NSIC. iii) 358 items [as reviewed by Ministry of MSME (MoMSME) from time to time] are reserved for procurement from MSEs only. iv) In terms of MSME’s OM No.21(2) 12016-MA dated 18.02.2016, all MSEs who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for MSEs Order, 2012. v) MSEs would be treated as owned by SC/ST entrepreneurs if: (a) In case of proprietary MSE, proprietor(s) shall be SC/ST. (b) In case of partnership MSE, the SC/ST partner(s) shall be holding at least 51% shares in the unit. (c) In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time. vi) Price quotation in tenders (a) In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25% of total tendered value. (b) In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity), it has been clarified by the Ministry of MSME, that in case two or more MSEs are within L1+15%, all such vendors need to be given an opportunity to accept L1 price and shall share the 25% of the ordered value equally. (c) Further, in case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned. (d) Where any Aggregator, appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also. (e) This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit. vii) To avail the benefits as per Public Procurement Policy for MSEs order 2012, MSE bidders must register their Udyog Aadhar Memorandum (UAM) number issued by MSME on the CPPP portal. viii) The MSME Bidders should enrol their name in the Coal India e-Procurement portal as “Preferential Bidder” either by modifying their profile or while making “On line Bidder enrolment”. The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy Order, 2012. ix) Any MSE registered with either District Industries Center (DIC) or KVIC or Khadi and village industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or having Udyog Adhar Memorandum Number will get the benefits of public procurement policy order, 2012. Entrepreneurs Memorandum (EM-II) signed by DIC is also being used for such purpose.
(c)	Purchase Preference (Make in India):
	Purchase preference shall be given to Local Supplier in all procurement undertaken by procuring entities in the manner specified in the Public Procurement (Preference to ‘Make in India’) Order 2017, amended time to time, latest being the one dated 04.06.2020, briefed hereunder: 1. Definitions: For the purposes of this Order: ‘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. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers* for different types of procurement.

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (b) In procurement of all goods, services or works, not covered by sub-para 2 (a) above and where Global Tender Enquiry has not been issued, only 'Class-I Local Supplier' and 'Class-II Local Supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities. In Global Tender Enquiry 'non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'class-II local suppliers'.
- (c) For the purpose of this order, work includes engineering, procurement & construction (EPC) contracts and services include system integrator (SI Contracts).

2A. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder.
- (b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Nonlocal supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
- 3. Exemption of small purchases:** Notwithstanding anything contained in paragraph 2, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.
- 4. Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" above. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
- 5. Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 6. Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed under paragraph 9h of the order.
- 7. Invocation of the reciprocity Clause:**
 - (i) It is clarified that if a country does not procure globally particular sector and Indian manufacturers are excluded in that particular country, the reciprocity Clause 10 (d) of Public Procurement (Preference to Make in India) order dated 15.06.2017 [PPP-MII Order 2017] may be invoked.
 - (ii) Clause 10 (d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country/ execution of projects of specific value in the procuring country etc.

	In view of above, Clause 10 (d) of the PPP-MII Order 2017 may be invoked, wherever applicable. In case of invocation of the reciprocity clause under Clause 10 (d) of the PPP-MII Order 2017, single bid can be accepted.
(d)	Prior experience – prior turnover criteria for Startup, Micro and Small Enterprises (MSEs) in Public Procurement: Purchase preference shall be given to Local Supplier in all procurement undertaken by procuring entities in the manner specified in the Public Procurement (Preference to ‘Make in India’) Order 2017, amended time to time, latest being the one dated 04.06.2020, briefed hereunder: 1. Definitions: For the purposes of this Order: ‘<i>Local content</i>’ 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. ‘<i>Class-I local supplier</i>’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order. ‘<i>Class-II local supplier</i>’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order. ‘<i>Non - Local supplier</i>’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order. ‘<i>L1</i>’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation. ‘<i>Margin of purchase preference</i>’ means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. ‘<i>Nodal Ministry</i>’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works. 2. Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers* for different types of procurement. (d) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value. (e) In procurement of all goods, services or works, not covered by sub-para 2 (a) above and where Global Tender Enquiry has not been issued, only ‘Class-I Local Supplier’ and ‘Class-II Local Supplier’, as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities. In Global Tender Enquiry

‘non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘class-II local suppliers’.

- (f) For the purpose of this order, work includes engineering, procurement & construction (EPC) contracts and services include system integrator (SI Contracts).

2A. Purchase Preference

- (c) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder.
- (d) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Nonlocal supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - iv. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

- 8. Exemption of small purchases:** Notwithstanding anything contained in paragraph 2, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.
- 9. Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/'ClassII local supplier'/'Non-local supplier' shall be as defined in the Para "2" above. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
- 10. Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 11. Verification of local content:**
- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed under paragraph 9h of the order.

12. Invocation of the reciprocity Clause:

- (iii) It is clarified that if a country does not procure globally particular sector and Indian manufacturers are excluded in that particular country, the reciprocity Clause 10 (d) of Public Procurement (Preference to Make in India) order dated 15.06.2017 [PPP-MII Order 2017] may be invoked.
- (iv) Clause 10 (d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country/ execution of projects of specific value in the procuring country etc.

In view of above, Clause 10 (d) of the PPP-MII Order 2017 may be invoked, wherever applicable. In case of invocation of the reciprocity clause under Clause 10 (d) of the PPP-MII Order 2017, single bid can be accepted

22.	Imported items offered by Indian Bidder (Only for procurement of goods up to a value of Rs 10.00 Lakh): a) In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be in INR on FOR Destination basis and the safe arrival of the consignment from the country of origin to the destination will be of supplier's responsibility. In such case, Sales Tax/VAT and Statutory Local Levies (if any) or GST will be payable extra as applicable. No Excise duty will be payable. In such cases, the firm should quote FOR destination price and the firm shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer, shall be submitted along with supplies/bills. In case the supplier supplies the imported stores in INR after importing and paying the customs duty, the supplier will be required to submit the following import documents to the consignee along with each supply to ensure authenticity and genuineness of imported materials: (i) Self attested copy of Principal's invoice/packing list along with original. (ii) Self attested copy of Bill of Lading/Airway bill. (iii) Self attested copy of Bill of entry along with original. (iv) Certificate of country of origin. (The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by consignee). The original documents under (i) and (iii) shall be returned after verification with self-attested photocopies and making endorsements on originals relating to transaction made. b) In respect of imported goods, the tenderers shall also specify separately the total amount of customs duty included in the quoted price. The tenderers should also indicate correctly the rate of customs duty applicable for the goods in question and the corresponding Indian Customs Tariff Number/HSN Code. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The Government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the certain organizations. However, to avail of such exemptions, the organizations are required to produce "Customs Duty Exemption" certificate and "Not Manufactured in India" certificate at the appropriate time.
23.	A. Packing: 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. 2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, based on subsequent instructions ordered by the Purchaser. 3. Packing instructions: Each package will be marked on three sides with proper paint with the following: i. Contract No; ii. Country of origin of Goods (wherever applicable); iii. Supplier's name; iv. Packing list ref. Number; v. The gross weight, net weight and cubic measurement; vi. Consignee Name and Address; NB: One copy of the packing list shall be inserted inside the package. B. Transportation: Where the Supplier is required under the Contract to deliver the Goods on Final Place of Destination basis, transport of the goods to the specified place of Destination shall be arranged 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.	CONSIGNEE PARTICULARS: Either of the following OR as specified in Annexure –III
(a)	HOD (Exploration), RI V, CMPDI, CMPDI Complex, Seepat Road, Bilaspur-495006.
(b)	
26.	Certificate for Indigenous content (if applicable): A domestic manufacturer shall have to submit along with its bid a certificate giving the percentage of local content as per Make in India Policy.
27.	Submission of Samples:
a.	Wherever, as per Annexure –III, 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 or Debarred or 'Put on Holiday' Suppliers The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or de-listed or debarred or 'Put on Holiday' by any Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive. The bidder shall provide this declaration in Commercial Bid (Annexure VII). The declaration from the manufacturer (if bidder is not the manufacturer) should also be submitted along with the offer.
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 of 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: 1) Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Conditions of the contract (Section –iii) given with Tender Document as ANNEXURE –I. In case there is a conflict in any particular term of the Tender Document with the General Conditions of the contract, the terms of the Tender Document will prevail. 2) The tender shall be evaluated as per CIL Purchase Manual 2020 (copy available in the CIL' website www.coalindia.in).
34.	The Bidders should submit scanned copy of their valid registration with Goods and Service Tax Department indicating the GST Registration No. (to be uploaded on-line). (i) The bidder should be registered under GST and furnish GST Registration Certificate issued by appropriate authority of India in their offer unless they are specifically exempted from registration under specific notification / circular / section / rule issued by statutory authorities (to be uploaded on-line). The bidder claiming exemption in this respect shall submit certificate from practicing Chartered Accountant (CA) to the effect that the bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. (ii) Composition scheme: where the bidder has opted for composition levy under Section 10 of CGST, he should declare the fact while bidding along with GST registration certificate (to be uploaded on-line).
35.	ARBITRATION CLAUSE: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018".

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.	CARTEL FORMATION/ POOL RATES: Bidders are strictly advised to refrain from pool/cartel formation which is against the principle of competitive bidding as it defeats the purpose of an open and competitive tendering system. Such and similar tactics to avoid /control true competition in a tender leading to “ Appreciable Adverse Effect on Competition” have been declared as an offence under the Competition Act, 2002 as amended by Competition (Amendment) Act, 2007. Bidders are warned from indulging in such practices. In case of evidence of cartel formation, action such as rejecting the offers, reporting the matter to Trade Associations, the Competition Commission or NSIC etc shall be taken requesting them, inter-alia, to take suitable strong action against such firms besides other suitable administrative actions as deemed fit by CMPDI.
38.	Conflict of Interest among Bidders/Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) They have controlling partner (s) in common; or (b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or (c) They have the same legal representative/agent for purposes of this bid; or (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or (e) Bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid. (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal. (g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.
39.	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Bilaspur, Chhattisgarh State, INDIA).
	SECTION-III: GENERAL CONDITIONS OF CONTRACT(GCC)
	General Conditions of the Contract shall be as per Annexure -I
	SECTION-IV: SPECIAL CONDITIONS OF CONTRACT(SCC)
	Special Conditions of Contract shall be as per Annexure -II
	SECTION-V: Schedule of Requirement

	Schedule of Requirement shall be as per Annexure-III. It covers brief description of items, quantity, consignees' details, delivery terms, delivery schedule, Requirement of installation, commissioning, Training and other services required including quantum/ period of such services.
	SECTION-VI: TECHNICAL SPECIFICATIONS
	Detailed Technical Specification(s) shall as per TECHNICAL PARAMETER SHEET(TPS)

For Central Mine Planning & Design Institute Limited Enclosures:

1. **Annexure – A** Letter of Bid (LOB) including Authorization Letter to DSC holder bidding online on behalf of Bidder.
2. **Annexure – B** Format of Undertaking for Execution of Supply Order.
3. **Annexure – C** Format of Manufacturer's Authorization.
4. **Annexure – D** ~~Format of Certificate of Commissioning and Final Acceptance of the Equipment.~~
5. **Annexure – I** General Conditions of the Contract.
6. **Annexure – II** Special Conditions of Contract.
7. **Annexure-III** Schedule of Requirement, important conditions and list of document required.
8. **Annexure – IV** Mandate Form for e-Payment.
9. **Annexure – V** Format of Bank Guarantee for Security Deposit / Performance Guarantee.
10. **Annexure – VI** ~~Format of Integrity Pact.~~
11. **Annexure – VII** Specimen of Commercial Bid.
12. **Annexure – VIII** PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
- 13.

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,

HOD (PMS)

RI-V, CMPDI, CMPDI Complex, Seepat Road,
Bilaspur-495006. (C.G).

Subject: Letter of Bid

Reference: Tender No. : RV/PMS/NIT/26/Pipe Wrench Spares/20-21/240 **Dated:** 18.09.2020

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.

Yours faithfully,

(Signature)

1. Name of Authorized Signatory:

2. Designation of Signatory:

3. Name of the Bidder:

4. Address:

5. e-Mail Address:

6. Mobile/Telephone Number:

7. FAX Number:

8. Place:

9. Date:

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid along with Power of Attorney.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then additional authorization on non-judicial stamp paper of appropriate value duly notarized, as per the format attached in the next page, by the person signing the LOB in favour of person bidding online, is required to be uploaded.

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

NON JUDICIAL STAMP PAPER OF ₹ 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, Bilaspur on <http://coalindiatenders.nic.in>.

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

Signature & Seal of the NOTARY

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

ANNEXURE- B

“Format of Undertaking for Execution of Supply Order”

LETTER HEAD OF BIDDER

To,
HOD (PMS)
RI-V, CMPDI, CMPDI Complex, Seepat Road,
Bilaspur-495006. (C.G).

Sub : Certificate for Execution of Supply Order.

Ref: Tender No. RV/PMS/NIT/26/Pipe Wrench Spares/20-21/240 Dated:18.09.2020

Tender ID: *(to 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) / Rate Contract(s) uploaded in support of the eligibility/proven-ness for participation against the subject tender have been fully executed by us: -

(1) Supply Order No/Rate Contract No.:-

(2) Date of Supply Order: -

(3) Name of the Purchaser:-

This is also to certify that the items covered in the above supply order (s)/Rate Contract(s) have performed satisfactorily for a minimum period of one year as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending.

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)
Seal of the Company / Firm

Note : CMPDI reserves the right to obtain the performance directly from the end user of the item/product.

ANNEXURE – C
Manufacturer's Authorisation Form
(Please refer **Clause- 20 A (ii)** of the Tender Document)

To,
HOD (PMS)
RI-V, CMPDI, CMPDI Complex, Seepat Road,
Bilaspur-495006. (C.G).

Subject: Manufacturer's Authorization.

Reference: Tender No. : RV/PMS/NIT/26/Pipe Wrench Spares/20-21/240 Dated:18.09.2020

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

Dear Sir,

WHEREAS we, [----- name of manufacturer-----] who are established and reputed manufacturer of [----- name and/or description of goods-----] having factor(ies) at [-----address(es) of factory(ies)-----] and as a matter of policy do not quote/market our products directly, do hereby authorize our Indian Distributor/ Dealer/ Channel Partner etc [-----Name & Address of the Distributor/ Dealer/ Channel Partner etc -----] to submit a bid and sign the Contract with you on our behalf against the above Tender and if, subsequently, at any stage, it is found that we have quoted directly to any Organisation, we shall be liable for penal action as per provisions of the NIT and the Purchase Manual.

We hereby accept to extend our full support and commitment for all the terms and conditions, including guarantee and warranty, as per the Tender Document for the Goods and Services offered for supply by the above firm on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tendered document. Where ever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorised agent. We further undertake that the authorised agent price will not exceed that which we would have quoted.

In the event of failure on the part of the Authorized Indian Distributor/ Dealer/ Channel Partner etc in fulfilment of contractual obligations or change in the Distributor/ Dealer/ Channel Partner etc for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CMPDI as well as execute the remaining period of the contract ourselves or through another competent Distributor/ Dealer/ Channel Partner etc fulfilling the eligibility criteria stipulated in the tender document.

[NB-(Applicable in case of Foreign Manufacturer)

1. If at any stage, it is found that agency commission has been paid by the Manufacturer/Principal without declaring the agent, the commission will be recovered with interest.

(Signature)
(Name)
(Designation) Signed for and on behalf of [Name of
manufacturers].

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer. It should be sufficiently stamped as per the laws of India, if executed in India or if the authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in / conferred by the Manufacturer's Authorization Form and should be submitted by the Bidder along with its bid.

Pro-forma of Commissioning and Final Acceptance Certificate to be issued by the user after Successful Commissioning of the Equipment

Ref. No. : _____ Date: _____

To,

M/s:

Sub: Certificate of Commissioning and Final Acceptance of the Equipment

_____ This is to certify that the equipment as detailed below has been received in good condition along with all the standard and special accessories and spares in accordance with the Contract / specifications. The same has been installed and commissioned as detailed below:

- (a) Contract No. _____ Date _____
- (b) Description and Model of the Equipment _____
- (c) Details of Commissioning:

Equipment Sl. No	Date of commissioning	Place of commissioning

_____ The proving test has been done to our entire satisfaction and the supplier has fulfilled his contractual obligations for successful commissioning satisfactorily.

Counter signed by HoD (Technical Department)

Name(s)

Designation(s) with Stamp

Signature of the executive of User wing

Name(s)

Designation(s) with Stamp

N.B.: The commissioning certificate shall be signed by the concerned officials of the Project and countersigned by the HOD of Technical Department.

General Conditions of Contract (GCC)

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of the tender, particulars and the General and Special Conditions specified in the acceptance of tender.
- b) "Contact Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted.
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "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, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) "Site" 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.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not. v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
 - i) Specifications;
 - ii) Drawing;
 - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v) 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;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein 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, as amended, as the case may be.

2. Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause above, except for purpose of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademarks or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. Security Deposit.

- 6.1 The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2 The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from the date of notification of award or placement of order.
- 6.3 The Security Deposit shall be in the same currency (ies) in which contract is to be signed/issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4 In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6 If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived. As the purpose of submission of SD is fulfilled.
If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 6.7 In case where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.8 Security Deposit will be released with the approval of HOD of MM Department/Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/goods involving installation and commissioning and PBG.
- 6.9 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11 Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12 The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee:

- 7.1 Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4 If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5 The PBG (s) shall remain valid till 3 months after the completion of warranty period.

- 7.6 The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/equipment(s).
- 7.7 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/Area GM.
- 7.8 In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/items and fulfilment of contractual obligations including warranty obligations.
- 7.9 The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspection and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and test pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchase. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. 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. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event the replacement or alteration is not done within thirty day period as aforesaid, or replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4 Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser ay either return the same to the supplier at the supplier's 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.
- 8.5 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6 Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. 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'.
- 9.4 The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

- 9.5 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with following: i. Project; ii. Contract No.; iii. Country or origin of Goods; iv. Supplier's name; v. Packing list Reference Number; vi. The gross weight, net weight and cubic measurement; vii. Consignee Name and Address;
- 9.6 A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1 The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the Contract after approval of Goods by the Inspector.
- 10.3 For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterms on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4 The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and e-mail, full details of the shipment including Contract number, description of Goods, quantity, the vessel, and the bill of lading number and ate, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy of the Port Consignee and Ultimate Consignee:

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty/guarantee certificate;
- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance.

The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods from within India:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/Transporter's consignment note/acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty/guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate.

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

11. Insurance

- 11.1 Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all-risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.
- 11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/FOB/CFR basis, marine/air insurance shall be the responsibility of the purchaser.
- 11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.
- 11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.
- 11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance".

12. Transportation

- 12.1 In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.
- 12.2 In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.
- 12.3 In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

- 12.4 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

13.2 This warranty shall remain valid for three (03) months from the date of receipt and acceptance of material.

- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

- 14.1 Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

14.2 Payment for Indian Agency Commission

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. Agency Commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.
- (C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on the date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
- (D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and countersigned by the Area General Manager and HOD of Technical Department of the subsidiary company, where the equipment has been deployed.

- 14.3 In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee/paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL/Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements/treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the Supplier failing which the equivalent deduction will be made from their bills.

15. Changes in order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment of packing;
- c) the place of delivery; and/or
- d) the place of Services to be provided by the Supplier.

16. Contract Amendments

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/Purchase Order shall be made except by written amendment issued against the Contract/Purchase Order.

17. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

18. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the Supplier will be solely responsible for all obligations under the contract.

19. Delays in the Supplier's Performance

- 19.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- 19.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract/Purchase Order.
- 19.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

- 20.1 In the event of failure to deliver or 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, the Purchaser shall have the right:
- (a) To recover from the successful bidder as agreed liquidated damages a sum not less than 0.5% (Half Percent) of the price of any equipment/stores which the successful tenderer has not been able to supply as aforesaid for each week or part of week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
 - (b) To purchase elsewhere after due notice to the successful tenderer 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
 - (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/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 fully or in part.
 - (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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 tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 20.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of Destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

- 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
 - (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
 - (c) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 21.2 For the purpose of this Clause:
- (i) "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 21.3 In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

- 22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.
- 22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason for Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may wish with the concurrence of the purchaser elect to retain.

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

26. Taxes and Duties

26.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by Purchaser. As specified in as per relevant clause of NIT.

26.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however, characterized, any/or from any other remote cause whatsoever.

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/Govt. Dept.(s)

28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No.4(1)/2013-DPE(GM)/FTS-1832 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract: “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

29. Progress Reports

29.1 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 by the Purchaser.

29.2 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.

30. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

31. Applicable Law

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

32. Jurisdiction of Courts

- 32.1 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.
- 32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

33. Notices

- 33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be addresses of the Purchaser and the Supplier:

Purchaser
HOD (PMS)
Regional Institute 5
Central Mine Planning & Design Institute Limited,
(A Subsidiary of Coal India Limited/ Govt. of India Public Sector Undertaking)
CMPDI Complex, Seepat Road, Bilaspur (CG) 495006
Email ID: bjakumar@coalindia.in
Phone: +91(07752) 258492

Supplier:

[-----]

Fax No.: +91----- Phone: +91-----

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33.3 In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions is indicated in parentheses.

Clauses of GCC listed below include a possibility for variations in their provisions through SCC. There could be other clauses in SCC as deemed fit.

Sl. No.	GCC Clauses	Topic	SCC Provision

SCHEDULE OF REQUIREMENT AND OTHER IMPORTANT CONDITION REQUIREMENTS:

Item Sl. No.	Technical Specification	Make/ Model	Quantity Required	Item wise Earnest Money(Rs.)
1	48" Hook Jaw	RIDGID	20 Nos.	4500.00
2	48" Heel Jaw with Pin and Spring	RIDGID	20 Nos.	2500.00
3	36" Hook Jaw	RIDGID	40 Nos.	6000.00
4	36" Heel Jaw with Pin and Spring	RIDGID	40 Nos.	3300.00
5	24" Hook Jaw	RIDGID	40 Nos.	2900.00
6	24" Heel Jaw with Pin and Spring	RIDGID	40 Nos.	2200.00
7	18" Hook Jaw	RIDGID	40 Nos.	1900.00
8	18" Heel Jaw with Pin and Spring	RIDGID	40 Nos.	1600.00

NOTE: - 1. The bidders are required to quote for all the items.
 2. Partly quoted offers is not accepted. L-1 will be decided for each item separately on overall lowest quoted value basis.
 3. Signed copy of the catalogue showing detailed technical specifications of the offered item should be submitted.

***Detail Technical Specification as per Technical Parameter Sheet**

GUARANTEE / WARRANTY:	
03 months from date of receipt and acceptance of material.	
Section II 9 a. *	Delivery Requirement: In 2 phase: 50% within 45 days and rest 50% within 120 days from date of issuance of supply order.
Section II 26. *	HOD (Exploration), RI V, CMPDI, CMPDI Complex, Seepat Road, Bilaspur.
	Installation, Commissioning and Training requirements – As per TPS.
Section II 19.	AMC/CAMC – Not Applicable

***Ref.** Point of Instruction to Bidders (Section II – ITB)

SCANNED COPY OF DOCUMENTS TO BE UPLOADED ALONG WITH THE BID(Please refer **Clause VI (H)** of the Tender Document)

The Bidders must submit scanned copies of the following documents, **along with Cover-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.	Section II (ii) (D) & Annexure-A
(ii)	Details of EMD submitted OR valid exemption certificates	Section I (i) (f) ; Section II (iv) 14 & 15
(iii)	List of the items quoted for and details of EMD thereof on the Letter Head of the Bidder, duly signed and stamped.	Section I (i) (f)
(iv)	Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory, if applicable.	Section II (iv) 1, Annexure – VI
(v)	Proof of being a manufacturer OR if offer is submitted by Authorized Indian Agents/ Dealers/ Channel Partners/ Distributors etc., documentary evidence of being the same, whichever is applicable along with their principle being the manufacturer.	Section II (iv) 21 (A)
(vi)	Copy of valid exemption certificate towards GST registration, duly self-attested, if applicable, along with a certificate from a practicing Chartered Accountant (CA) to the effect that the Bidder is fulfilling all conditions prescribed in the notification to make him exempted from registration.	
(vii)	Copies of supply orders in support of eligibility.	Section II (iv) 21 (B)
(viii)	Undertaking on the Letter Head of the Bidder that the said supply order has been successfully executed, as per the enclosed format.	Annexure-B
(ix)	Certificate for Indigenous content, if applicable.	Section II (iv) 27
(x)	Copy of Registration with Competent Authority in case of procurement from a country with shares land border with India, if applicable.	Section II (iv) 20.A. (e)
(xi)	Proforma for Equipment and Quality Control (Annexure –VIII), duly filled in, in respect of the Start-up/MSE firms seeking exemption from Prior experience and prior turnover.	Section II (iv) 21 (d)
(xii)	Valid GST registration with Goods and Service Tax Department indicating GST number, otherwise the offer is liable for rejection.	Section II (iv) 35
(xiii)	LIST OF DOCUMENTS TO BE SUBMITTED BY BIDDER IN COMPLIANCE TO THE TECHNICAL DETAILS/ SPECIFICATION/ CONDITIONS ACCEPTED IN THE TECHNICAL PARAMETER SHEET	Please refer to TPS.
(xiv)	Any other document required to be submitted by the Bidder as per the Tender.	

SIGNATURE OF ISSUING AUTHORITY

e-PAYMENT**ANNEXURE – IV****{To be submitted with the bill (s)}****To**

**Central Mine Planning & Design Institute Ltd.,
RI V, CMPDI, CMPDI Complex,
Seepat Road, Bilaspur – 495006,
Chhattisgarh**

Ref: - Authorisation of all our payment through electronic fund transfer system/RTGS/CBS/Intra Bank Transfer.

We hereby authorise 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 COD E 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)	☐ SAVING ☐ CURRENT ☐ LOAN ☐ CASH CREDIT ☐ OTHERS (If Other , cify) Spe											
5. Permanent Account Numbar (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)

Security Deposit Bank Guarantee Format

_____(name & address of the Purchaser)
 _____ Company)

Re: Bank Guarantee in respect of Agreement dated _____ Day of _____ 20____ between _____ (Name of Purchaser Company) and _____ (Name of Supplier Company).

Messrs _____ a Company/Firm having its office at No. _____ hereinafter called the Contractor has entered into an agreement dated _____ (hereinafter called 'the said agreement') with _____ (Name of the Purchaser Company) hereinafter called ('the Company') to supply _____ stores/materials amounting to Rs. _____ on the terms and conditions contained in the said agreement.

It has been agreed that _____ (____ percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs. _____ as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The _____ (Name of the Bank) having its Office at _____ has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We _____ (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs. _____ or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs. ----- or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor 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 the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the _____ day of _____ but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs. _____ or such lesser amount out the said sum of Rs. _____ as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs. _____ and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs. _____ has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees 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 Company the said sum of Rs. _____ or such lesser sum as may then be due to the Company out of the said advance of Rs. _____ and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs._____only. The guarantee shall remain in force till the _____day of _____and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and _____(Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: State Bank of India

Branch: SECL, Bilaspur

IFSC: SBIN0007258

A/c No.: 10106155087

Customer ID: Central Mine Planning and Design Institute Ltd (26482)

Customer Address: RI V, CMPDI, CMPDI Complex, Seepat Road, Bilaspur (CG)-495006

Dated this _____Day of _____20

Place_____

Signature of the authorized 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;

Performance Bank Guarantee Format

_____(name & address of the Purchaser)
 _____ Company)

Re : Bank Guarantee in respect of Agreement dated _____ Day of _____ 20____ between _____ (Name of Purchaser Company) and _____ (Name of Supplier Company).

Messers _____ a Company/Firm having its office at No. _____ hereinafter called the Contractor has entered into an agreement dated _____ (hereinafter called 'the said agreement') with _____ (Name of the Purchaser Company) hereinafter called ('the Company') to supply _____ stores/materials amounting to Rs. _____ on the terms and conditions contained in the said agreement.

It has been agreed that _____ (____ percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs. _____ as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The _____ (Name of the Bank) having its Office at _____ has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We _____ (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs. _____ or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs. ----- or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor 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 the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the _____ day of _____ but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs. _____ or such lesser amount out the said sum of Rs. _____ as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs. _____ and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs. _____ has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees 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 Company the said sum of Rs. _____ or such lesser sum as may then be due to the Company out of the said advance of Rs. _____ and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs._____only. The guarantee shall remain in force till the _____day of _____and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and _____(Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: State Bank of India
Branch: CMPDI Branch
IFSC: SBIN00007258
A/c No.: 10316091328

Customer ID: CMPDI, Regional Institute.
Customer Address: RI V, CMPDI, CMPDI Complex, Seepat Road, Bilaspur-495006 (C.G)

Dated this _____Day of _____20
Place_____

Signature of the authorized 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;

INTEGRITY PACT

Not Applicable

ANNEXURE – VII

SPECIMEN OF COMMERCIAL BID

TENDER FOR	Supply of spare parts for Pipe Wrenches of “Ridgid” make for the rigs deployed at RI V, CMPDI, Bilaspur (CG).		
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 the Tender Document.		
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 Tender Document before filling the on-line bid. Thereafter, the bid should be submitted/uploaded as per the Tender Document.		
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	
	BANK DETAILS FOR OPENING OF LETTER OF CREDIT (ONLY FOR OVERSEAS BIDDERS)	Banker's Name	
		Banker's Address	
		Beneficiary's A/c. Name	
		Beneficiary's A/c. No.	
		Sort Code	
		Swift Code	
		IBAN No.	
	BIC Code		

3	DETAILS OF EARNEST MONEY DEPOSIT	Amount	
		Ref. No. / UTR No. & 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.) / Authorization 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 uploaded in the website.		

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference: Central Mine Planning & Design Institute Limited, Tender No. _____

Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Details and stocks of raw materials held.
8. Production capacity of items quoted for with the existing plants and machinery
(a) Normal
(b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
- 10.(a) Details of technical supervisory staff in-charge of production and quality control.
(b) Skilled labour employed.
(c) Unskilled labour employed
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.

Format of Letter of Bid (LOB)**LETTER HEAD OF BIDDER**

To,

HOD (PMS)

RI-V, CMPDI, CMPDI Complex, Seepat Road,

Bilaspur-495006. (C.G).

Subject: Letter of Bid

Reference: Tender No. : RV/PMS/NIT/26/Pipe Wrench Spares/20-21/240

Dated: 18.09.2020

Dear Sir,

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.

Yours faithfully,

(Signature)

1. Name of Authorized Signatory:

2. Designation of Signatory:

3. Name of the Bidder:

4. Address:

5. e-Mail Address:

6. Mobile/Telephone Number:

7. FAX Number:

8. Place:

9. Date:

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid along with Power of Attorney.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then additional authorization on non-judicial stamp paper of appropriate value duly notarized, as per the format attached in the next page, by the person signing the LOB in favour of person bidding online, is required to be uploaded.

[illegible]

ANNEXURE VII

CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD			
COMMERCIAL BID			
Tender No.		RV/PMS/NIT/26/PipeWrenchSpares/20-21/240 Dated:18.09.2020	
TENDER FOR		Supply of spare parts for Pipe Wrenches of "Ridgid" make for the rigs deployed at RI V, CMPDI, Bilaspur (CG).	
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 the Tender Document.		
COMMERCIAL TERMS & CONDITIONS			
NOTE:2	The bidder is advised to go through the terms and conditions of the Tender Document before filling the on-line bid. Thereafter, the bid should be submitted/uploaded as per the Tender Document.		
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	
	BANK DETAILS FOR OPENING OF LETTER OF CREDIT (ONLY FOR OVERSEAS BIDDERS)	Banker's Name	
		Banker's Address	
		Beneficiary's A/c. Name	
		Beneficiary's A/c. No.	
		Sort Code	
		Swift Code	
		IBAN No.	
3	DETAILS OF EARNEST MONEY DEPOSIT	Amount	
		Ref. No. / UTR No. & 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	Rate in Percentage
8	Scanned copies of document as per Clause VI (I) of the Tender Document have been uploaded OR Not		SELECT	
9	Packing & Forwarding Charges, if any		SELECT	
10	Freight Charges, if any		SELECT	
11	Transit Insurance Charges, if any		SELECT	
12	GST Details:			
a	GST Registration No.			
b	Applicable Rate of GST			
c	Rate of GST	On Installation	SELECT	
		On Training	SELECT	
		On Annual Maintenance Contract	SELECT	
13	Basis of Price		SELECT	
14 A	Port of Shipment Along With Name of the Country			
14 B	Supply Point, from where the material will be supplied			
14 C	Country Of Origin			
15	Entry Tax, if applicable		SELECT	
16 A	Delivery Requirement	As specified in Annexure -I of the Tender Document		
		If specified delivery schedule can not be adhered to		
16 B	Mode of delivery { Downloadable / Physical Media }			
17	Guarantee / Warranty (Including Annual Maintenance Contract)	As specified in TPS/Annexure -I of the Tender Document	SELECT	
		If specified gty. / wty. can not be adhered to		
18	Appointment of Indian Agent by Overseas Bidder	APPLICABILITY OF INDIAN AGENT	NOT APPLICABLE	
		Name of the Indian Agent		
		Complete Address of the Indian Agent		
		Details of Services to be rendered by the Indian Agent		
		Agency Commission payable to the Indian Agent		

19	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	
		Ban / de-listing lifted or not	
20	GST Registration No. of the Bidder / Consignor		
21	UNDERTAKING OF AUTHENTICITY	"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." 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 of 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	SELECT
22	PATENT RIGHT		SELECT
23	GSTIN No.		
24	Name of the DSC Holder		
25	Name of Authorised Signatory of the Bidder / Firm, with Designation & Contact No.		

Commercial Sheet of TPS	
2	Has the FOR Destination / FOB price(s) been quoted as per Clause 2 of the Tender Document and the break-up along with the applicable rate of CGST, SGST or IGST or UT-GST, Packing & Forwarding, Freight, Insurance, etc., if applicable, been indicated in the Commercial Bid as per Annexure- VI ?