



सीएमपीडीआर्टी
cmpdi
A Mini Ratna Company

TENDER DOCUMENT

FOR

**Procurement of fast moving Hydraulic chuck spares of
Mechanical drills at RI-IV Nagpur.**



JANUARY, 2021
Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute –IV
Nagpur, Pin 440014



TenderNo. RIN/PMS/CHUCK SPARES/20-21/41

Date: 27.01.2021

NOTICE INVITING TENDERS

1. Sealed tenders in TWO PART SYSTEM are invited from eligible suppliers/ authorized dealers/ agencies/manufacturer for following item(s) as per specifications mentioned in Annexure1 and details mentioned below:

Description of work	Procurement of fast moving Hydraulic chuck spares of Mechanical Drills for one year. (Details in Annexure 1)
Estimated cost	Rs 1,79,667.00
Earnest Money Deposit(EMD)	Rs Nil
Issue of Tender Documents	Begins on 27.01.2021, 03: 00 PM Closes on 08.02.2021 , 03:00 PM
Last date of submission of sealed tenders	08.02.2021 , 02:30 PM
Schedule date and time of opening of Part-I (Technical bid)	08.02.2021 at 03:30 PM.
Date and time of opening of Part –II (Price bid)	Price Bid of Technically qualified bidders shall be opened after scrutiny of all the requisite documents submitted in Envelope-I

2. **Availability of Tender Document –**

- 2.1 May be obtained from office of the HOD (PMS), PMS Department, 2nd Floor, CMPDI, RI-IV, Kasturba Nagar Jaripatka, Nagpur – 440014 on any working day up to the last date of submission of sealed tenders.
- 2.2 Tenders may also be downloaded from websites: -

Complete Tender Document will also be available on CMPDI's web site <http://www.cmpdi.co.in>
The tenderer may download the tender document from website and submit the tender on or before due date and time.

The company shall not be responsible for any delay/difficulty/inaccessibility of the downloading facility or any reason whatsoever. The downloading facility shall be available during the period of sale of tender documents.

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

3.0 Methodology for EMD Submission:

EMD has to be deposited in the form of Demand Draft / Banker's cheque drawn on any nationalized/scheduled bank in favour of 'CMPDI Ltd, Regional Institute, Nagpur' payable at 'Bhubaneswar' in Part I of tender.

Submission of EMD is exempted in case of firms registered with NSIC / DGS&D / firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) against submission of valid registration certificate along with list of items specified there. However, if the firm is not registered for the tendered item, EMD will be required to be submitted as above. *[Please also refer Clause 8 (Earnest Money deposit) of this Tender Document]*

4.0 Eligibility Criteria for Participation:

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

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

5.0 Photocopy of Permanent Account Number (PAN) Card.

6.0 Photocopy of **GST Registration Certificate** or certificate from a CA that firm is not required to get registration under GST law.

7.0 Submission of Offer and Evaluation -

7.01 Submission of Bid - *Tenderers are required to submit both the parts (I &II) properly sealed & signed on single envelope giving reference to the Tender Notice No. and date.*

The single sealed envelope shall contain offers in separate two envelopes properly sealed and superscripted as Part- I and Part- II with Tender Notice No. and date respectively.

All the envelopes must be properly sealed & signed. Envelopes only stapled shall not be accepted.

The tenderers should sign with seal on all pages of tender document including all enclosures submitted with the tender. Offers received without signature and seal on all pages shall be rejected.

Tenders may be deposited in person by the tenderers in the Tender Box kept in "D-30, PMS Department, CMPDI Complex, Jaripatka, Nagpur". Alternately Shri R. Cherivi, HOD (PMS), (Mob): 9623696722 and Shri Rahul Singh , Asst. M (E&T/PMS), (Mob): 7757824434 may be contacted for submission of Tender.

E-mail of HOD (PMS): raghavaiah.cherivi@coalindia.in

Two envelopes should contain the details of the offer as follows:

a) Part- I (Technical Bid) -

Should contain the following –

- i) Tender document issued by department or downloaded from the website **duly signed with seal** in all pages by the tenderer.

- ii)All the requisite documents mentioned above at Sl. No. 4.0 (Eligibility Criteria for Participation) Sl No.5 and Sl No 6 duly signed with seal by the tenderer.
- iii) ~~Earnest Money Deposit (EMD) in the form of requisite Demand Draft/Banker's Cheque or Certificate in support of exemption of EMD as per clause 8 of this Tender Document.~~
- iv)Duly filled Annexure –I (Technical format). Make must be specified by bidder
- v)Declaration as per Annexure – II, duly signed with seal.
- vi)Commercial Bid as per Annexure- III
- vii)Mandate form for e-payment as per Annexure- IV
- viii) Bid Security Declaration as per Annexure –V
- ix)Fitment Guarantee Certificate.

b) Part- II (Price Bid) -

Price Bid should contain **rate(s)/ amount** strictly in the format as indicated **in Annexure –VI** of this tender document. The prices shall be quoted on FOR Destination basis at CMPDI, RI IV, Nagpur-440014 **in INR** with breakup of all elements viz. basic price, freight, packing & insurance, taxes etc.

7.02 ADDITIONAL INFORMATION REGARDING PRICE BID:

- a.The Price bid of the Bidders will have no condition.
- b.The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- c.In case of Taxes and Duties like CGST, SGST / UT-GST or IGST the calculated amount is to be entered in the fields, in absolute value only, after calculation. The applicable rate of these elements in terms of percentage is to be declared in the '**Price Bid', Annexure-VI.**
- d.The rate / amount of CGST, SGST / UT-GST or IGST entered by the Bidder in the '**Price Bid', Annexure-VI** should be legally applicable rate of GST at the time of submission of bid.
- e.If the Bidder is eligible for lower than the normal rate or the Bidder has opted for Composition Scheme, then the Bidder has to submit the authenticated document towards such exemption in Part I.
- f.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. The Bidder opting for composition scheme should not quote GST rate/amount in '**Price Bid', Annexure-VI.**
- 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.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.

7.03 Clarification of Bid: The Bidder may seek clarification before three days prior to end of submission of bid. The Department will clarify as far as possible the relevant queries of Bidders. The clarifications may be asked from the start date of issue of tender documents.

7.04 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs: Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.

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

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

7.05 EVALUATION & COMPARISON OF OFFERS:

The ranking of the techno-commercially acceptable bids / offers shall be made on the basis of the price quoted (cost to company) for each item and the contract will be awarded to the bidder who emerges L1 (i.e. the lowest techno-commercially acceptable bidder) individually.

NOTE:

1. **Price bid** of the offers shall be opened by the purchase committee only in respect of tenders as are found valid/technically qualified after scrutiny of documents submitted in **Part – I**.
2. 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;
3. **Computational Errors, if any, will be rectified on the following basis:** - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.
4. The price for determining status of the bidder shall be calculated 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 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.
5. CMPDIL 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.
6. *Shortfall Documents:* CMPDIL may ask for shortfall documents during the evaluation of the bids. These documents shall not be related to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. 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. The above documents will be specified by the evaluator. Period for submission of specified documents will be intimated to bidders.

7.06 Placement of Order:

After establishment of techno-commercially acceptable L-1 Bidder, the copy of the Supply order 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.

Any order resulting from this enquiry shall be governed by the terms and conditions of the Tender Document and the Supply Order

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.

CMPDI reserves the right to vary the quantity of the tendered item(s). However, increase/decrease in the tendered quantity will be limited to a maximum of 20%.

7.07 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.

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 '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 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.

(c) 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-1 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-1 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-1 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.

(iii) 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

8.0 EARNEST MONEY DEPOSIT (EMD):

i) In case the tender is cancelled then EMD of all the participating Bidders will be refunded, unless it is forfeited by the Department;

ii) 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;

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

iv) 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.

v) 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;

vi) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

vii) **EXEMPTION FROM EMD/SECURITY DEPOSIT:** Submission of EMD and Security Deposit is exempted in case of the following:

- Central / State Government Organization / PSU.
- Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized/ self attested. The list of items is to be attached.
- Firms registered with NSIC / under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only against submission of valid registration certificate. Copies of NSIC / MSME Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized/ self attested. The list of items is to be attached.

NOTE:

1. In case of discrepancy between the information submitted 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.
2. Submission of EMD will not be applicable in case the estimated value of procurement is less than ₹ 1.00 Lakh.

9.0 Security Deposit.

The successful tenderer will be required to deposit Security Money amounting to 10% of the award value (Final FOR destination price) in the form Bank Draft (in favour of “CMPDI Ltd, Regional Institute, Nagpur” on any Nationalized Bank payable at Nagpur) within 15 days from the date of receipt of supply order. EMD deposited by the tenderer will be converted to Security Money. Security Money will be refunded to the tenderer within 30 days of satisfactory execution of contract.

- In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings.
- The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure. CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

Note—

1. In case, the tenderer fails to deposit Security Money within the stipulated period, the order shall be cancelled and EMD money will be forfeited.
2. Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh.

10.0 Performance Security: In case of Equipment/Goods/ P&M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order / contract, equivalent to 10% of the total value of the supply order / contract. 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 in the form of Bank Draft (in favour of “CMPDI Ltd, Regional Institute, Nagpur” on any Nationalized Bank payable at Nagpur) at the time of supply of material. In case of forfeiture of the Performance Guarantee, GST will be charged extra on the amount to be forfeited. In cases where both Security Deposit and Performance Guarantee are applicable, security deposit will be converted to Performance Guarantee. Performance Guarantee will be released after successful completion of Warranty / Guarantee period.

11.0 VALIDITY OF OFFER: The offers must remain open for acceptance up to 120 days from the date of opening of the tender.

12.0 FIRM PRICES: The prices quoted must be FIRM throughout the validity period of the offer.

13.0 PAYMENT TERMS: Payment shall be made in INR in the following manner:

Bidders shall confirm their acceptance of the following Payment Terms:

➤ 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.

➤ **Submission of Documents:** The supplier will submit the following documents along with bills to the Consignee:

- a. Four copies of the Supplier's invoice, Pre-Received and Stamped showing Contract Number, Goods description, quantity, unit price, and total amount.
- b. Manufacturer's Warranty / Guarantee Certificate.
- c. Lowest Price Certificate.
- d. Any other document(s) required as per contract.

➤ 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).

➤ 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, GST, etc.

➤ **Bill accepting authority:** Officer-in-charge (Store), CMPDI, Exploration Camp Anandwan, Tehsil- Warora, Dist-Chandrapur, Maharashtra-442914

➤ **Paying authority: HOD (Finance), CMPDI, RI- IV, Nagpur.**

Note: No other payment term will be acceptable.

14.0 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 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: -

i. Invoice should be issued by the supplier as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017: -

ii. If input tax credit is not available to CMPDI for any reason not attributable to CMPDI, then CMPDI shall not be obligated or liable to pay or reimburse GST (CGST & SGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such GST (CGST & SGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDI to the Supplier. Further in this case, CMPDI reserve the right to upload name and detail of such defaulter on CMPDI website and may also consider for giving holiday/debarring from participating in tenders.

iii. GST Registration Number of CMPDI, RI-IV, Nagpur is as under:

State	City	GSTIN
Maharashtra	Nagpur	27AAACC7475N1Z4

In case Supply Contract is concluded, the supplier's bills should bear this number to enable CMPDI to claim INPUT TAX CREDIT, according to the State of the Consignee.

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

15.0 DELIVERY REQUIREMENT: Delivery schedule is specified in **Annexure-I**. 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 18 below.

16.0 CONSIGNEE PARTICULARS: Officer-in-charge (Store), CMPDI, Exploration Camp Anandwan, Tehsil-Warora, Dist-Chandrapur, Maharashtra-442914.

17.0 PRICE FALL CLAUSE: The price charged for the Stores / Equipment/Goods/Goods supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment/Goods/Goods of identical description to any other Agency, including DGS&D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / Equipment/Goods/Goods supplied after such reduction coming into force shall stand correspondingly reduced.

18.0 Liquidated Damages / Penalty: In case of late supply by the supplier –

- i) Penalty @ 0.5% per week or part thereof subject to a maximum of 10% shall be imposed.
- ii) However in case of emergency, if the ordered material is not supplied, within scheduled time period of 4 weeks, the Supply Order will be cancelled and material shall be procured in full or part by CMPDI from other sources, and excess cost, if any, shall be recovered from the pending bills of the defaulting supplier.

19.0 Guarantee/Warranty: All items should carry 100% replacement warranty against manufacturing defects for a minimum of three (3) months against manufacturing defect & bad workmanship from the date of acceptance of the material.

In addition to the Guarantee / Warranty specified in Annexure – I / TPS, the following terms will also be applicable: -

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., leviable on the replacement supplies will be borne by the supplier.

Repair / Replacement of defective parts:

Upon receipt of notice for replacement of defective parts, the Supplier shall, within sixty (60) 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.

If the Supplier, having been notified, fails to remedy the defect(s) within sixty (60) 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.

20. 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.

21.0 INSPECTION :

Material are subject to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even when pre-dispatch inspection is carried out, the material will be subjected to final inspection after receipt of the material at Consignee end.

22.0 If at any stage it has been established that the bidder has submitted fake document/ information in order to be successful in tender than the penal action will be taken in accordance with purchase manual and law of the land.

-sd-
HOD (PMS)
CMPDI, RI-IV NAGPUR

Distribution:

- 1) RD, CMPDI, RI-IV, Nagpur: for kind information.
- 2) All notice boards, CMPDI, RI-IV, Nagpur
- 3) HOD (Finance), CMPDI, RI-IV, Nagpur.
- 4) Purchase Committee members
- 5) HOD (Exploration), CMPDI, RI-IV, Nagpur.
- 6) OIC (Stores), CMPDI, RI-IV, Nagpur.

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

1. Non- disclosure/Confidentiality Clause: The bidder will not any time during the 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 material, both written and oral, of a secret, confidential or proprietary nature, including without limitations any and all information relating to finance, invention, research, design or developments 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 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.

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

a) The successful Bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local Chamber of Commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cessation of such Force Majeure conditions. In the event of delay not arising out of Force Majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force Majeure, the Bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CMPDI nor the Bidder shall be liable to pay extra cost provided it is mutually established that the Force Majeure conditions did actually exist.

c) If any of the Force Majeure conditions exist in the place of operation of Bidder at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation or not.

3. JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Bhubaneswar, INDIA).

4. All other general Terms and conditions will remain same as per GTC of Purchase manual of Coal India Limited available on <https://www.coalindia.in/DesktopModules/DocumentList/documents/purchase.pdf> .

Technical Format
(To be submitted in Envelope – I)

Sr. no.	Item Description	Technical Specifications	Unit	Quantity
1	Pinion for chuck (Carbon/Alloy steel)	Material suitable for Mechanical Rigs i.e Drill max make DM-1000, Rockdrill make RD-100, Kores make KME-1000 and Montech make CMME-1000	Nos.	56
2	Feed Screw for Jaw (Carbon/Alloy steel)		Nos.	56
3	Hydraulic chuck piston Rod with nut (Hard chrome plated rod)		Nos.	6

Delivery Schedule:

Sr. No.	Description	Unit	1st Lot	2nd Lot
1	Pinion for chuck	No.	28	28
2	Feed Screw for Jaw	No.	28	28
3	Hydraulic chuck piston Rod with nut	No.	06	NIL

Sr. No.	Date of Delivery	LOT no.
1	Within 6 week from the date of receipt of order	1 st Lot
2	After 2 months and before 4 months from delivery of 1 st Lot	2 nd Lot

Consignee Address: Officer-in-charge (Store), CMPDI, Exploration Camp Anandwan, Tehsil-Warora, Dist-Chandrapur, Maharastra-442914.

Guarantee / Warranteer: All items should carry 100% replacement warranty against manufacturing defects for a minimum of three (3) months against manufacturing defect & bad workmanship from the date of acceptance of the material.

Signature:

For & on Behalf of
M/S.....
(Firm's name & stamp)

Note:-Any cutting or correction should be duly signed.

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER

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

- 1.I/We am/are submitting Tender foragainst Tender No Dated
- 2.All information furnished by me/us in respect of fulfilments of eligibility criteria and qualification information of this Tender is complete, correct and true.
- 3.None of the partners of our firm is relative of employee of Central Mine Planning & Design Institute.
- 4.If any information furnished by me/us in support of the information furnished by me/us is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
- 5.Our status with regard to GST registration: GST registered/Unregistered/Registered under Composition Levy (Strike off whichever is not applicable)
- 6.I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.
- 7.*We hereby undertake that all the components/parts/assembly/software used in the items to be supplied shall be original new components / parts / assembly / software and that no refurbished / duplicate / second hand component / part / assembly / software shall be used.*
- 8.All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
- 9.I/we am/are submitting the tender document without tampering at any page. Further, I/we understood that in the event of such tampering is detected at any stage or any time, CMPDIL have got right to reject/terminate my/our offer/work and my/our firm can be blacklisted.

*Strike out whichever is not required

Full Signature of the Authorized person

Dated-----

Commercial Bid

Please put yes and no in the space provided after the description of documents which the bidders are required to submit along with the tender document.

Sr. No.	Description of the items	Yes/No (Write Yes if you have submitted the requisite document)			If the answer of any point is NO than Specify the reason for so.
1.	Earnest Money Deposit as per clause 3	NA			NA
2.	Technical format as per Annexure I				
3.	Tender document duly signed and sealed by the tenderer				
4.	Eligibility Criteria for participation as per clause 4.				
5.	Photocopy of the GST No.				
6.	Photocopy of the PAN No				
7.	Declaration as per annexure II				
8.	E- mandate form as per annexure IV				
9.	Certificate of MSME Registration for the tendered item(s) with their offer in Part I. For availing purchase preference tick the appropriate category.				
10.	Price Bid in separate envelope-Part II				
11.	Name of the firm				
12.	Type of the firm (Proprietor/partnership/company)				
13.	Name & capacity of the person signing the tender				
14.	Authorization for signing in case of other than proprietor				
15.	Please mention Full correspondence address.				
16.	Please mention correspondence Email Id				
17.	Mobile No. (For Contact and for bill tracking)				
18.	Fitment Guarantee Certificate				
19.	Bid Security Declaration				

ANNEXURE – IV

e-Payment
(TO BE RETURNED TO THE COMPANY)

To,
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
REGIONAL INSTITUTE-IV,
Kasturba Nagar
Jaripatka, Nagpur- 440014 Maharashtra (**INDIA**)

**REF: AUTHORISATION OF ALL OUR PAYMENT THROUGH ELECTRONIC FUND TRANSFER
SYSTEM/RTGS/CBS/INTRA BANK TRANSFER**

We hereby authorize CMPDI Limited to make all our payment 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 payment are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1.NAME OF THE BENEFICIARY:

2.ADDRESS(WITH PIN CODE):

3.TELEPHONE NO(WITH STD CODE):

4.BANK PARTICULARS:

 A.BANK NAME:

 B.BANK TELEPHONE NO:
 (WITH STD CODE)

 C.BRANCH NAME:

 D.BANK BRANCH CODE:

 E.BRANCH ADDRESS:
 (WITH PIN CODE)

 F.BANK FAX NO.:
 (WITH STD CODE)

 G.9 DIGIT MICR CODE OF :
 THE BANK BRANCH (ENCLOSED
 COPY OF A CANCELLED CHEQUE)

 H.11 DIGIT IFSC CODE OF:
 BENEFICIARY BRANCH

 I.BANK ACCOUNT NUMBER:

J.BANK ACCOUNT TYPE(TICK ONE):

- a.SAVINGS
- b.CURRENT
- c.POAN
- d.CASH CREDIT
- e.OTHERS
- f.IF OTHERS SPECIFY

5.PARMANENT ACCOUNT:

NUMBER (PAN)

6.E-MAIL ADDRESS FOR INTIMATION:
REGARDING RELEASE OF PAYMENT

7.CMPDI VENDOR CODE:

I/We hereby declare that the particulars given 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 bank particulars mentioned above are correct.

SIGNATURE
(AUTHORISED SIGNATORY)
Name
Date: Official Stamp

BID SECURITY DECLARATION

I/We _____(Name of representative along with designation) Authorised representative of M/S_____ (Name of firm along with full address) hereby undertake and declare that if I/We withdraw or modify our bids during the validity period or fail to sign/Accept the contract/order or do not submit performance security before the deadline or any other defaults which attracts forfeiture of EMD as defined in the request for bid document , I/We shall be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

Signature of Bidder

Date:

Seal of the firm

PRICE BID
(To be submitted in Envelope – II)

Annexure-VI

S. N	Item Description	Technical Specification	Unit	Qua- ntity	Basic Unit Rate (Rs.)	Total Basic Rate Excluding GST/IGST (Rs.)	HSN code	CGST		SGST		IGST		Total amount in Rs. Including GST/IGST
								% Rate	Total CGST	% Rate	Total CGST	% Rate	Total CGST	
1	Pinion for chuck (Carbon/Alloy steel)	Material suitable for Mechanical Rigs i.e Drill max make DM-1000, Rock drill make RD-100, Kores make KME-1000 and Montech make CMME- 1000	Nos.	56										
2	Feed Screw for Jaw (Carbon/Alloy steel)		Nos	56										
3	Hydraulic chuck piston Rod with nut (Hard chrome plated rod)		Nos	6										
													Grand Total (in Rs.)	

Signature:

For & on Behalf of
M/S.....
(Firm's name & stamp)

Note: -Any cutting or correction should be duly signed.