



cmpdi
A Mini Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुबंधी कम्पनी/भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, कान्के रोड, राँची – ८३४ ००८, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited/ Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi – 834 008, Jharkhand (INDIA)

MATERIALS MANAGEMENT (Purchase) DIVISION

सामग्री प्रबंधन (क्रय) विभाग

Tele FAX No./टेलीफैक्स नम्बर: +91 (651) 2233435

website/वेब स्थल: www.cmpdi.co.in

E-mail./इलेक्ट्रॉनिक मेल : hodmm.cmpdi@coalindia.in

TENDER DOCUMENT

(Global Tender ~~eum Reverse Auction~~ through e-Procurement Portal: <https://coalindiaticenders.nic.in> for **Supply, Installation and Commissioning of Core Slabbing Machine** on CIP basis.

| I | Tenders are invited on-line from Manufacturers and in case manufacturers, as a matter of policy do not quote directly, then from Authorized Indian Agents <i>for the Supply, Installation and Commissioning of Core Slabbing Machine</i> as per the SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION, etc. (ANNEXURE – I), GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES (ANNEXURE-II) and terms & conditions given below. | | | | | | | | | | |
|---------------------|---|---|----|------------------|----------------|----|-----------------------|----------|---------------------|--|-----------------|
| II | DETAILS OF TENDER : | | | | | | | | | | |
| a | TENDER NO: CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET | | | | | | | | | | |
| b | MODE OF TENDERING | ON LINE BIDDING through Coal India Limited e-Procurement Portal : https://coalindiaticenders.nic.in | | | | | | | | | |
| c | TYPE OF TENDER | Two Cover System | | | | | | | | | |
| d | ESTIMATED VALUE OF TENDER | ₹ 3,35,000.00 (approx.) | | | | | | | | | |
| e | TENDER FEE | Not applicable | | | | | | | | | |
| f | EARNEST MONEY DEPOSIT: <i>Bidders are required to submit EMD through ONLINE mode only;</i> <i>[EMD shall be accepted in Rupees (₹) OR in equivalent Foreign Currency].</i> <i>EMD for each item has been indicated separately. In case the Bidder does not quote for all the items, the EMD can be submitted for the quoted items only.</i> <i>Please also refer note (iv) of the following page.</i> <table border="1" data-bbox="906 987 1485 1167"> <thead> <tr> <th>SN</th> <th>Item Description</th> <th>EMD Amount (₹)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Core Slabbing Machine</td> <td>6,700.00</td> </tr> <tr> <td colspan="2">Total EMD: -</td> <td>6,700.00</td> </tr> </tbody> </table> | | SN | Item Description | EMD Amount (₹) | 1. | Core Slabbing Machine | 6,700.00 | Total EMD: - | | 6,700.00 |
| SN | Item Description | EMD Amount (₹) | | | | | | | | | |
| 1. | Core Slabbing Machine | 6,700.00 | | | | | | | | | |
| Total EMD: - | | 6,700.00 | | | | | | | | | |
| 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 e-Procurement 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; In case of exemption of EMD, scanned copy of the relevant document in support of the exemption, duly self-attested and notarized , as applicable in terms of the Tender Document, will have to be uploaded by the Bidders during bid submission. Overseas Bidders can make payment of EMD through Direct Foreign Remittance to CMPDI, Bank Account , the details of which are as under:- 1. Name of Account: Central Mine Planning and Design Institute Limited; 2. Account No.: 916020064660613; 3. Bank Name: Axis Bank Limited; 4. Branch Name: Ranchi Branch 5. Branch Code: 106 6. IFSC Code: UTIB0000106; 7. SWIFT Code: AXISINBB106; While submitting the tender on-line the foreign bidder should upload a document (.pdf file) clearly specifying the items <u>which he is quoting / bidding for</u> along with the transaction reference number / documentary evidence showing such remittance, in the space provided against ‘Upload EMD exemption document’ which should be digitally signed before moving on to the Next Page . | | | | | | | | | | |

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**.

In case a bidder wants to quote only for some of the items in a tender, the pro-rata EMD should be submitted through direct foreign remittance, as above.

Such remittance of EMD to CMPDI's Bank Account shall be the net remittance, excluding all commissions, costs and charges levied by the bank.

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.

III 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 of Techno-commercial Bid (Cover-I) | | |

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 'Favourite' 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.

IV INSTRUCTIONS TO/REQUIREMENT FOR BIDDERS:

Requirements for 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: Mr. Deepak Kumar, Senior Manager (MM)

e-mail – deepak51.kumar@coalindia.in

Contact No.: 8987788814, 0651- 2792357

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 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.

V

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 Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.

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 will be printed on Bidder's letter head and the scanned copy of the same, duly 'Signed & Sealed', will be uploaded during bid submission in Cover-I. This will be the covering letter of the Bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the Bidder must be as per the format downloaded from the website and it should not contain any other information. **If there is any change in the contents of Letter of Bid uploaded by the Bidder, as compared to the format of Letter of Bid uploaded by the Department with the 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. **Confirmatory Documents:** The Bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in the Tender Document (**Annexure-I**), 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.

H. **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.

I. **Composite Price:** If the Price is asked on MODULE basis, the Bidders should quote for all tendered items, and the L-1 will be decided on composite price for the complete module.

J. ADDITIONAL INFORMATION REGARDING BOQ/ PRICE BID:

- a. The Price bid of the Bidders will have no condition.
- b. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- c. In case of Taxes and Duties like CGST, SGST / UT-GST or IGST the calculated amount is to be entered in the fields, in absolute value only, after calculation. The applicable rate of these elements in terms of percentage is to be declared in the 'Commercial Bid', **Annexure-VI**. The calculation shall remain protected and the Bidders cannot enter any data in the column.

- d. The rate / amount of CGST, SGST / UT-GST or IGST entered by the Bidder in the Commercial Bid / BOQ sheet should be legally applicable rate of GST at the time of submission of bid.
- e. 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.
- 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 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.

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

ii) The Bidder will have to upload scanned copies of various documents as specified in 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 ₹ 1 cr. and above):

- (i) Reverse Auction will be initiated within two hours after opening of price bids;
- (ii) There will be no participation fees for e-Reverse auction;
- (iii) The L-1 landed price / cost to the Company received in the Tender will be the start bid price on which the auction will be initiated;
- (iv) At the end of reverse auction, the L-1 Bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction. The Bidder shall upload the Breakup of Landed Prices along with the shortfall documents. The detailed Break up of offered landed price, uploaded by the Bidder shall be considered and order, if placed, shall be with the same break up of prices. The L-1 Bidder after Reverse Auction will be responsible to ensure that the landed rate as per the breakup of prices provided by him after the Reverse Auction and the L-1 landed rate offered by him in the reverse auction is exactly same, otherwise it will be treated as withdrawal of offer and will attract penal action. While giving the break up, the Bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the L-1 Bidder fails to submit the break up of landed price within the stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e-Price bid submitted by the Bidder along with the initial offer and the same will be binding on the Bidder.
- (v) The evaluation criteria for determining the L-1 Price for different types of tenders, would be as under:
 - **LCB (Local Competitive Bidding)** The price for the Reverse Auction would be the FOR-Destination price, which shall include all the components of Taxes and Levies applicable, Freight, Insurance, etc., as per the pricing schema given in the Tender Document;
 - **ICB (International Competitive Bidding)** Only Foreign Bidder; The Price for the Reverse Auction shall be the CIF/CIP (as applicable), which shall include all the components like FOB Charges, Ocean/Air Freight, Insurance, Landing Charges, Customs Duty, etc., as per the pricing schema given in

the Tender Document;

- **Mixed Bidders: For Domestic Bidder:** “FOR Destination price (including Excise Duty, Sales Tax Freight and Transit Insurance Charges)”.
 - For Foreign Bidder* “Landed price (i.e. quoted FOB price plus other loadings as per provisions of NIT to arrive at FOR Destination price) as per the pricing schema given in the Tender Document. If there is no acceptable Foreign Bidder, then the evaluation of the domestic Bidders will be made on FOR destination basis.
- (vi) — The decrement value will be 0.5% of the start bid price with minimum of ₹ 1.00, as the system does not have a provision for taking amounts less than ₹ 1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiples thereof;
- (vii) — Initial period of Reverse Auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot;
- (viii) — The system protects the bid and Bidder information till Auction gets over and displays current L 1 price to the Bidder at the time of Reverse Auction. The system provides the Bidder details along with bid document at the end of the Reverse Auction process;
- (ix) — If a Bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that Bidder. The status of the Bidder (L 1, L 2, etc.) shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower;
- (x) — Only the chronologically last bid submitted by the Bidder till the end of Auction shall be considered as the valid price bid of that Bidder. Any bid submitted earlier by the Bidder, prior to submission of his last bid, will not be considered as the valid price bid;
- (xi) — **Purchase Preference:** In case bid evaluation criteria provides for purchase preference as per Govt. policy, as may be notified time to time for any category of Bidders, and if any of the short listed Bidders are eligible for such purchase preference in terms of policy, such Bidders would get opportunity to match the L 1 prices concluded after Reverse Auction, if their final prices in Reverse Auction fall within the permitted percentage;
- (xii) — Conversion Rate: While evaluating the bids, the Exchange Rate captured by the e Procurement system will be taken into account for conversion of Foreign Currency into Indian Rupees;
- (xiii) — The server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned;
- (xiv) — On expiry of the closing of the Auction, Bid History showing all the last valid bids offered along with name of the Bidders shall be published. All the Bidders shall have the facility to see and get a print of the same for their record;
- (xv) — All electronic bids submitted during the Reverse Auction process shall be legally binding on the Bidder. The chronologically last bid submitted by the Bidder till the end of the Auction will be considered as the valid price bid offered by that Bidder and acceptance of the same by CMPDIL will form a binding contract between CMPDIL and the Bidder for entering into a contract;
- (xvi) — Input Tax Credit, if applicable, will be considered for determining the status of the Bidders;
- (xvii) — Conditional discounts shall not be considered. If a Bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such Bidder;
- (xviii) — If the lowest price received during Reverse Auction is unreasonable or it is unacceptable on ground of being too high or too low compared with the estimated price, **the Management reserves the right to seek justification of the price from lowest Bidder.** If the price is not considered reasonable, Management may not accept such bid and go for another tender process;
- (xix) — In case of disruption of service at the service provider’s end while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be ‘Start Bid’ price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the Bidders for consideration, if the restarted RAP does not trigger within the stipulated time;
- (xx) — Disruption and restarting of RAP will be intimated to all the Bidders through system/SMS/e mail through e Procurement portal automatically. All the time stipulations of normal RAP will be applicable to the restarted RAP;

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, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, **maximum 2 chances, each of 10 x 24 hours duration** shall be given.

N.B.: Shortfall Documents:

CMPDIL may ask for shortfall documents during the evaluation of the bids. These documents shall not be related to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. 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.

These documents may be uploaded within the specified time period of **10 (ten) 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 **10 (ten) 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 ten days (10 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.**

iii) **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.**

iv) Following **penalties** shall be imposed on the defaulting Bidders:

| Sl. No. | Situation | Penal Provisions |
|---------|--|---|
| (i) | L-1 Bidder is a defaulter for part of items for which he is L-1 | 50% of EMD amount or ₹ 1.00 Lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates. |
| (ii) | L-1 Bidder is a defaulter for all items for which he is L-1 | 100% of EMD amount or ₹ 1.00 Lakh or whichever is lower, is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates. |
| (iii) | L-1 Bidder happens to be defaulter in 2 tenders issued by the same procurement entity within a span of 1 year | 100% of EMD amount of 2 nd tender is forfeited. In case the defaulter is an EMD exempted Bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year. |

Note: Submission of forged documents, if any, by the Bidders, shall be dealt as per extant guidelines of the Purchase Manual.

Q. 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.

R. 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.

VI Important Information:

A Bidders are advised to **download the Tender Details, the complete Tender Document, including the Annexures and files available for downloads.** Bidders are also advised to go through this e-tender document carefully and submit their quotation on-line in the Technical, Commercial and Price Bid format given on the website <https://coalindiatenders.nic.in>. The files (.xls format) downloaded should be carefully filled in and again uploaded on the website <https://coalindiatenders.nic.in>. Due care should be taken to check all the entries in each of the sheets before uploading

| | | | | | |
|-----|--|---|--|---|--|
| | and authorizing (submitting). 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 willful attempt by the Bidders to camouflage the deviations by mentioning the same in the covering letter or in any other document, other than the prescribed schedules, may render the bid non responsive. | | | | |
| E | CMPDI reserves the right to cancel the enquiry, in part or whole, or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof. | | | | |
| F | CMPDI reserves the right to vary the quantity of the tendered item(s). However, increase/decrease in the tendered quantity will be limited to a maximum of 20%. | | | | |
| G | 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 DOCUMENT TO BE UPLOADED ALONG WITH THE BID is LISTED AT ANNEXURE-I. | | | | |
| I | (a) The bid can be submitted by the Indian Agent on behalf of the Principal / OEM or by the Principal / OEM itself, but both cannot bid simultaneously for the same item / product in the same tender; (b) If an Agent submits a bid on behalf of the Principal / OEM, the same Agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product; | | | | |
| VII | 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.</i> It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below : | | | | |
| 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-V]. 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 : <table border="1" data-bbox="272 1592 1412 1823"> <tr> <td>1</td> <td>Prof (Dr.) L. C. Singhi, IAS (Retd.), L-31 Third Floor, KAILASH COLONY, NEW DELHI – 110 048. Phone No. 91-11-29237274; Mobile No. 09968073976; e-mail id.: lcsinghi@yahoo.com; lcsinghi@gmail.com.</td> <td>2</td> <td>Dr. S. M. Jharwal, IES (Retd.), Flat No. 501, Block – CIC – PKT - 1, Samridhi Apartment, DDA HIG Flats, Gate - 4, Lift No. 9 & 10, Sector 18 B, Dwarka, New Delhi – 110 078. Mobile No. 099871845431; e-mail id.: smjharwal@gmail.com</td> </tr> </table> | 1 | Prof (Dr.) L. C. Singhi, IAS (Retd.), L-31 Third Floor, KAILASH COLONY, NEW DELHI – 110 048. Phone No. 91-11-29237274; Mobile No. 09968073976; e-mail id.: lcsinghi@yahoo.com ; lcsinghi@gmail.com . | 2 | Dr. S. M. Jharwal, IES (Retd.), Flat No. 501, Block – CIC – PKT - 1, Samridhi Apartment, DDA HIG Flats, Gate - 4, Lift No. 9 & 10, Sector 18 B, Dwarka, New Delhi – 110 078. Mobile No. 099871845431; e-mail id.: smjharwal@gmail.com |
| 1 | Prof (Dr.) L. C. Singhi, IAS (Retd.), L-31 Third Floor, KAILASH COLONY, NEW DELHI – 110 048. Phone No. 91-11-29237274; Mobile No. 09968073976; e-mail id.: lcsinghi@yahoo.com ; lcsinghi@gmail.com . | 2 | Dr. S. M. Jharwal, IES (Retd.), Flat No. 501, Block – CIC – PKT - 1, Samridhi Apartment, DDA HIG Flats, Gate - 4, Lift No. 9 & 10, Sector 18 B, Dwarka, New Delhi – 110 078. Mobile No. 099871845431; e-mail id.: smjharwal@gmail.com | | |
| 2. | BID CURRENCY and BASIS OF PRICE: Price Bid shall be submitted through Enterprise Procurement System (EPS) through internet. | | | | |
| a. | The prices shall be quoted in the following currencies: i) For Indigenous Manufacturer: For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted on FOR Destination basis in the currency of the Purchaser's country. ii) For Foreign Manufacturer: For Goods and Services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted on CIP basis (carriage and insurance paid up to final destination) in only one of | | | | |

| | |
|----|--|
| | <p>the following freely convertible currency US Dollar, EURO, GB Pound, Japanese Yen and Australian Dollar. <i>For Goods and Services that the Bidder will supply from the Purchaser's country, the prices for the same shall be quoted in INR and the payment of the same will be made in INR.</i></p> <p>iii) For Indian Agent: Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of policy does not quote directly.</p> <p>If the authorised Indian Agent of foreign manufacturer quotes for equipment in foreign currency on behalf of its principal, the supply of the equipment will be made by foreign manufacturer on CIP basis and payment for the same in foreign currency will be made to the foreign manufacturer. Regarding Assemblies, Spares, Consumables, etc., quoted by the authorised Indian Agent in INR, if any, supply of such item(s) will be made by the authorised Indian Agent on FOR destination basis and the payment of the same will be made to the authorised Indian Agent in INR.</p> <p>In case, the authorised Indian Agent of foreign manufacturer or indigenous manufacturer quotes for the equipment along with Assemblies, Spares, Consumables, etc. in INR, supply of the complete system will be made by the authorised Indian Agent on FOR destination basis and the payment of the same will be made to the authorised Indian Agent in INR.</p> <p>iv) The handling & clearing charges at the port of entry, inland transportation, insurance, other local costs, AMC rates, etc., should be quoted in INR only.</p> |
| b. | <p>Conversion to Single Currency:</p> <p>a) To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.</p> <p>b) The applicable Exchange Rate will be as captured / provided by CIL's e-Procurement portal www.coalindiattenders.gov.in at the date / time of opening of bids.</p> |
| c. | <p>Basis of Contract:</p> <p>(I) The prices for equipment to be quoted in foreign currency shall be quoted on CIP basis (carriage and insurance paid up to final destination) for delivery at final destination with break-up in the following manner:</p> <p>A. The Foreign manufacturers shall quote the prices on CIP basis in any of the foreign currencies mentioned under Clause VII (2) 'Bid Currencies'.</p> <p>B. Under contract on CIP basis, it is the responsibility of the supplier to deliver the goods at the named place of destination at its own risks and costs. The supplier must finalise contract for carriage of goods and insurance to the named place of destination at its own cost and risk. CMPDI has no obligation to the supplier on these accounts. However, CMPDI will provide the supplier upon request, with necessary information for obtaining insurance coverage.</p> <p>C. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier, insurance agency and port of entry in India. However, bidders will utilize the services of Shipping Corporation of India (SCI) for Ocean shipment if commercially viable. In case of supply on award of contract, if bidder is not utilizing the services of SCI for ocean shipment, they will be required to furnish an undertaking along with other shipping documents that they have approached SCI for this shipment and it has not been found to be commercially viable by them.</p> <p>D. The elements of international freight, insurance, inland transportation & insurance and all other local costs to clear goods through Customs and incidental to delivery up to Final Place of Destination should also be provided by the bidder in its bid as applicable.</p> <p>E. The Inland transportation & insurance and all other local costs to clear goods through Customs and incidental to delivery up to Final Place of Destination should be quoted in INR only. Transportation of goods is to be done through registered common carriers only.</p> <p>F. The purchaser will pay only Customs Duties applicable to imported goods. All activities to clear goods through Customs and transport to Final Place of Destination will be undertaken by the supplier at its cost. Payment in respect of Customs Duties on the imported goods shall be made in local currency in the following manner:</p> <p>(i) The supplier shall submit Check List with appropriate Customs Code (H. S. Code) along with a copy each of the supplier's invoice, freight bill and insurance bill well in advance to the C&F Deptt. of CIL;</p> <p>(ii) After examination, the C&F Deptt. of CIL will inform the supplier the correctness of leviable customs duties for preparation of Bill of Entry;</p> <p>(iii) The supplier will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities. Thereafter, C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer;</p> <p>(iv) The supplier will arrange clearance of goods at Port after payment of Customs Duty by CIL. On final clearance of goods at Port, the supplier will submit customs cleared duplicate Bill of Entry (Importer's Copy) and triplicate Bill of Entry (Exchange Control Copy) and TR-6 challan to C&F Deptt. of CIL.</p> <p>(II) The prices to be quoted in Indian Rupees shall also be quoted on CIP basis (Final Place of Destination) for delivery at final destination with break-up in the following manner:</p> <p>The bidder must quote their prices in Indian Rupees and on FOR Destination basis showing Ex-Works Price, Freight up</p> |

to destination and Transit Insurance Charges up to destination as applicable; Safe arrival of the consignment from Country of Origin to Destination will be the responsibility of the supplier;

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:-

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

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

iii. GST Registration Number of CMPDI is as under:

| State | City | GSTIN |
|----------------|------------------|-----------------|
| Jharkhand | Ranchi / Dhanbad | 20AAACC7475N1Z1 |
| West Bengal | Asansol | 19AAACC7475N1Z1 |
| Maharashtra | Nagpur | 27AAACC7475N1Z4 |
| Chhattisgarh | Bilaspur | 22AAACC7475N1ZE |
| Madhya Pradesh | Singrauli | 23AAACC7475N1ZC |
| Odisha | Bhubaneshwar | 21AAACC7475N1ZG |

Please note that the above mentioned IDs are provisional IDs and when GST authorities issue final registration certificate, the same shall be indicates. In case Supply Contract is concluded, the suppliers 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.

- Note:** (i) The Bidder shall submit a certificate issued by the Auditor certifying that Customs Duty has been paid as per the prevailing Customs Rates and refund, if any, shall be passed on to CMPDI;
- (ii) The supplier shall be entirely responsible for all Taxes, Stamp Duties and other such levies imposed outside the Purchaser's country, including all Bank Charges;
- (iii) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.
- (iv) Any additional levy or increase in the rates of Taxes, Octroi, etc. notified by the Government will be paid by CMPDI only when the supply is made within the contractual delivery period, against submission of documentary evidence;
- (v) The prices should be quoted in the format provided on line;

3 EVALUATION & COMPARISON OF OFFERS:

A) In case of import offer (in foreign currency), where the bidder shall quote on CIP (Final Place of Destination) basis, the Total Net Landed Price of the goods will be arrived at in Indian Rupees in the following manner:-

- 1) The CIF price quoted by the bidder will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE-BID. The applicable Exchange Rate will be as captured / provided by CIL's e-Procurement portal www.coalindiatenders.nic.in at the date / time of opening of price bids.
- 2) Customs Duty and IGST and any other Cess / Duty as applicable on assessable value (CIF plus landing charges and Indian agency commission if any quoted separately) will then be added on the CIF price, thus converted into Indian currency. Landing charges will be considered @ 1% of CIF Value.
- 3) The above price [CIF Price (converted in INR) plus the Basic Customs Duty, IGST and any other Cess / Duty, as applicable], will be added to the Inland transportation & insurance and other local costs like port handling & clearing charges and other local costs incidental to delivery up to final place of destination quoted in INR by the bidder.
- 4) The sum worked out at sl. 3 above shall be loaded by ~~GST~~ on Indian Agent's Commission component (converted

| | |
|----|---|
| | <p>into INR), in case of offer having agency commission, along with applicable GST.</p> <p>5) The Net Landed Price shall be arrived at after deducting available set off as applicable for Input Tax Credit on CD and IGST and any other levies and on CGST / SGST / IGST on Indian Agency Commission, as on date of tender opening from the sum worked out at sl. 4 above.</p> <p>6) Wherever the items are to be procured with Maintenance Contract, competitiveness of the Bidders would be evaluated on the basis of the Total Cash Outflow towards FOR Destination value of all the items and Maintenance Charges for the entire period as specified in Annexure-I. In cases involving Maintenance Contract, evaluation of the L-1 Bidder would be made after arriving at the present value through Discounted Cash Flow (DCF) Method. Discounting would be made @ 12% p.a.</p> <p>7) Thus the Net Landed Price shall be = [CIF Price plus Customs Duty and IGST and any other levies as applicable Plus other local costs incidental for delivery up to final place of destination, viz. Inland transportation & insurance and Customs & Port Clearance Charges, Indian Agency Commission, etc. Plus CGST / SGST / IGST on Indian Agency commission Plus Present Value of AMC] Less [Input tax credit on IGST and any other levies as applicable as on date of tender opening].</p> <p>B) In case of offer in Indian Rupees, where the bidder shall quote on CIP (Final Place of Destination) basis, evaluation of Tenders shall be done on total cost basis, i.e. Total Landed Cost [inclusive of taxes and duties, after availing Input Tax Rebate (CGST, SGST or IGST or UT-GST, if any)], taking into consideration:-</p> <p>a) Net Ex-works (Basic Price) For Indian Manufacturers or Net Indian Port/Warehouse Price (For Sole Selling Indian Agent);</p> <p>b) CGST, SGST or IGST or UT-GST (as per prevailing GST ACT, 2017 and rule thereon) on the date of offer;</p> <p>c) Freight charges - as indicated by the bidder;</p> <p>d) Insurance charges - as indicated by the bidder;</p> <p>e) Any other taxes / duties as legally leviable and spelt out clearly by the bidder;</p> <p>f) Any other charges submitted by the bidder in the price bid;</p> <p>g) Total Landed Cost (total of price elements – a to f above).</p> <p>(i) In case CMPDI is eligible to avail the benefit of Input Tax Credit on the tendered items, the value of CGST, SGST or IGST or UT-GST will be deducted / reduced to the extent of set off allowed to CMPDI (depending upon the nature / category of item) for arriving at the landed price / FOR Destination Price.</p> <p>(ii) Wherever the items are to be procured with Maintenance Contract, competitiveness of the Bidders would be evaluated on the basis of the Total Cash Outflow towards FOR Destination value of all the items and Maintenance Charges for the entire period as specified in Annexure-I. In cases involving Maintenance Contract, evaluation of the L-1 Bidder would be made after arriving at the present value through Discounted Cash Flow (DCF) Method. Discounting would be made @ 12% p.a.</p> <p>Thus, Net Landed Price shall be = [(Landed Price + Present Value of AMC) Less (Input Tax Credit on CGST / SGST / UTGST / IGST)].</p> <p>C) The ranking of the techno-commercially acceptable bids/ offers shall be made on the basis of the ‘Total Bid Price’ calculated as at A /B above and the contract will be awarded to the bidder who quotes the lowest ‘Total Bid Price’</p> <p>NOTE :</p> <p>1. During final evaluation of the Bid, the rates of taxes and duties, input tax credit, etc., prevailing on the date of opening of Price Bid will be considered.</p> <p>2. If at the time of opening of Price Bid, any concessional rate of customs duty is applicable for import from certain countries under trade agreements / treaties with Govt. of India, the same shall be considered for evaluation.</p> <p>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.</p> |
| 4. | <p>Conditional discounts, quantity discounts, Cash discounts, prompt payment discounts, etc. offered will not be considered for evaluation of the offers. However, such discounts shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p> <p>Unconditional discounts, if any, will be taken into account for arriving at total price.</p> <p>In case Bidders offer rebate unilaterally after closing date and time of Tender opening, the same will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the Bidder emerges as the lowest evaluated Bidder.</p> |
| 5. | <p>VALIDITY OF OFFER: The offers must remain open for acceptance up to 180 days from the date of opening of the tender.</p> |
| 6. | <p>FIRM PRICES: The prices quoted must be FIRM throughout the validity period of the offer.</p> |
| 7. | <p>Offers of those Bidders who <i>suo moto</i> change the prices or the terms which effect the quoted price of the firm, within the validity of the offer, shall be treated as invalid <i>ab initio</i> and action against such Bidders will be taken as per CIL</p> |

| | |
|-------|---|
| | Rules/Procedure. |
| 8. | PAYMENT TERMS |
| | Payment shall be made in the currency or currencies specified in the contract in the following manner: |
| 8.1. | Bidders from India quoting in INR shall confirm their acceptance of the following Payment Terms: |
| (i) | Payment for 80% value of the equipment and accessories with 100% taxes, duties and other charges shall be released within 21 days after delivery of the equipment or 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. |
| 8.1.1 | Submission of Documents : The supplier will submit the following documents along with bills for 80% / 20% value, as applicable, to the Consignee: <ul style="list-style-type: none"> a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, and total amount. b. Manufacturer's Warranty / Guarantee Certificate. c. Lowest Price Certificate. d. Successful commissioning and final acceptance certificate, as per the format at Annexure -D. e. Any other document(s) required as per contract. |
| 8.2 | Overseas Bidders quoting in Foreign Currency shall confirm their acceptance of the following payment terms:- |
| (i) | Payment for 80% of the CIF Value, after deducting Indian Agency Commission, if any from the CIF value, will be made, against submission of shipping document and receipted challan / consignment note of all the consignments and on receipt & acceptance of Performance Bank Guarantee, through an unconfirmed, irrevocable Letter of Credit. |
| (ii) | Balance 20% of the CIF Value will be paid through Wireline / EFT on submission of successful installation and commissioning report duly countersigned by HOD of User Deptt. of CMPDI. |
| | All bank charges incidental to opening of Letter of Credit in purchaser's country shall be borne by CMPDI and all charges in the seller's country shall be borne by the beneficiary. The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by the bidder. The L/C shall allow partial shipment and / OR Trans-shipment , if the same is mentioned in the offer by the foreign manufacturer. |
| 8.2.1 | Submission of Documents: The supplier will submit the following documents along with bills for 80% value to the bank for negotiating L/C: <ul style="list-style-type: none"> a) Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount. b) Three (3) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. c) Four (4) copies of packing list identifying contents of each package. d) Manufacturer's Warranty /Guarantee Certificate. e) Manufacturer's Test & Inspection Certificate. f) Lowest Price Certificate. g) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country. h) A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. ---- (Indian Agent). This certificate will form a part of letter of credit. i) Goods Consignment Note supported by Challans of all the consignments, duly received by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered. j) Any other document(s) required as per contract. |
| 8.2.2 | The supplier will submit the following documents along with bills for balance 20% value to the Consignee: <ul style="list-style-type: none"> a) Undertaking in case bidder is not utilizing the services of SCI for ocean shipment that they have approached SCI for this shipment and it has not been found to be commercially viable by them. b) Successful installation and commissioning report duly countersigned by HOD of User Deptt. of CMPDI, as per the format at Annexure D; c) Copy of Certificate of Insurance. d) Any other document(s) required as per contract. |
| 8.2.3 | The supplier can engage an Indian Agent, if required, subject to compliance of the Government of India guidelines |

| | |
|--------|---|
| | <p>issued from time to time. Wherever Indian Agent is engaged, the name of the Indian Agent with full address, services to be rendered by the Indian Agent and the quantum of Agency Commission, if any, payable shall have to be mentioned in the offer by the foreign manufacturer as well as in the COMMERCIAL BID / SHEET Part-I of the offer.</p> <p>Agency Commission, if any, shall be paid in equivalent Indian Rupees at the Exchange Rate prevailing, either on the date of supply order or on the date of filing of the Bill of Entry for Home Consumption, whichever is lower. The payment shall be made after successful commissioning of the equipment, training, etc., wherever applicable, within 21 days of submission of bills along with following documents:</p> <p>(a) Copy of foreign principal's invoice.</p> <p>(b) Copy of bill of lading.</p> <p>(c) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.</p> <p>(d) Commissioning certificate signed by the HOD of the user Deptt..</p> |
| 8.3 | The INR component of CIP value shall be paid after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned HOD of the user Deptt.. |
| | Note: No other payment term will be acceptable. |
| 8.4.a. | 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- III, with Signature and stamp, along with their Bill (s). (Not applicable for the Bidders already registered with CMPDI for e-payment). |
| 8.4.b. | For all services to be provided against the Contract, Income Tax and Service Tax at the prevailing rates shall be applicable. As such, the payment shall be made after deducting the applicable Income Tax, Service Tax, etc.. In order to avail concessional Income Tax as well as for the issue of Tax Deduction at Source Certificate, Foreign Bidders are required to submit their PAN Card details. |
| 9. a | DELIVERY REQUIREMENT- Delivery schedule is specified in Annexure-I / TPS . In case the specified delivery schedule cannot be adhered to, the quantity offered for supply within the specified delivery period should be indicated in the COMMERCIAL BID / SHEET. In such cases the qualification criteria for the Bidders will be as under :- |
| 9.b | QUALIFICATION CRITERIA: |
| (i) | For Equipment: The Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued as per the delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.). In cases of staggered delivery period, the Bidder should be in a position to supply at least 50% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure-I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.). |
| (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-I). Where the quantity to be delivered is less than one, the quantity would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.). In cases of staggered delivery period, the Bidder should be in a position to supply at least 25% of the total quantity / No. for which the bids have been issued within each phase of delivery period specified in Annexure I. Where the quantity to be delivered is less than one, the quantity for that phase would be rounded off to the nearest whole Number (e.g. where required quantity is 3 Nos., the qualifying criteria would be 2 Nos.). |
| | 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, 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. |
| d (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-I . |
| 10. | <p>LIQUIDATED DAMAGES CLAUSE: The Bidders will confirm their acceptance of the following :</p> <p>In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI, shall be entitled at its option to enforce the following:</p> <ol style="list-style-type: none"> To recover from the successful Bidder as agreed Liquidated Damages, a sum not less than 0.5% (Half Percent) of the price of any stores (with applicable taxes) which the successful Bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier 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. <p>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 I.</p> |
| 11. | <p>FORCE MAJEURE CLAUSE: If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <ol style="list-style-type: none"> The successful Bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local Chamber of Commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such Force Majeure conditions. In the event of delay 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. 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. 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. |
| 12. | PRICE FALL CLAUSE: The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced. |
| 13. | GUARANTEE / WARRANTY: |
| 13 a | In addition to the Guarantee / Warranty specified in Annexure – I / TPS, the following terms will also be applicable:- |

| | |
|--|--|
| 13 b | <p>The supplier shall be responsible for any defects that develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so within the Guarantee/Warranty period. The goods should properly fit in/on to the machine for which the same are intended. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to CMPDI.</p> <p>In case of imported item, local expenses like Customs Duty, Clearance Charges, etc., leviable on the replacement supplies will be borne by the supplier.</p> <p>Repair / Replacement of defective parts:</p> <p>(i) 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.</p> <p>(ii) 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.</p> |
| 13 c | <p>Fitment Guarantee Certificate (For Spares and Subassemblies only): A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.</p> |
| 14. | <p>EARNEST MONEY DEPOSIT (EMD): The value of Earnest Money to be deposited by the Bidder is mentioned in the Tender Document [Point II (f)]. EMD shall be accepted in Rupees (₹) only.</p> <ol style="list-style-type: none"> 1. 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); 2. 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; 3. 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; 4. In case the tender is cancelled then EMD of all the participating Bidders will be refunded, unless it is forfeited by the Department; 5. 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; 6. 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; 7. The EMD shall be forfeited if any Bidder withdraws the offer before finalization of the tender. 8. In respect of EMD submitted in foreign currency by the Overseas Bidders, the EMD shall be refunded taking the Exchange Rate prevailing on the date of transfer or the date of refund, whichever is lower. 9. 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. 10. 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; 11. CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon. <p>• Submission of EMD will not be applicable in case the estimated value of procurement is less than ₹ 1.00 Lakh.</p> |
| 15. | <p>SECURITY DEPOSIT: The successful Bidder will be required to deposit as Security Money 11.8% (10% + 18% of 10%) value of the order, without any ceiling in the form of Demand Draft (in favour of CMPDI payable at Ranchi) / Bank Guarantee, within 15 days from the date of receipt of the supply order.</p> <p>The value of the Order will be arrived at by adding all the taxes and duties applicable, such as CGST, SGST or IGST, etc. to the FOR Destination price of the material as applicable on the date of tender opening.</p> <ul style="list-style-type: none"> • In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of two (02) months. In case of late delivery, the Bank Guarantee will have to be extended accordingly. • If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period. • In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings. • The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure. • CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon. • Submission of Security Deposit will not be required, if the value of order is less than ₹ 1.00 Lakh. |
| <p>NB: - No interest will be payable either on EMD or Security Deposit.</p> | |

| | |
|-----|---|
| 16. | <p>EXEMPTION FROM EMD/SECURITY DEPOSIT: Submission of EMD and Security Deposit is exempted in case of the following:</p> <ol style="list-style-type: none"> 1. Central / State Government Organization / PSU. 2. Firms registered with DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D Registration for tendered items (valid on the date of tender opening) submitted by the Bidders should be duly notarized. The list of items is to be attached. 3. 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. The list of items is to be attached. <p>NOTE:</p> <ul style="list-style-type: none"> ➤ In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the tender by the Bidder and if it does not change the eligibility status of the Bidder. |
| 17. | <p>PERFORMANCE BANK GUARANTEE: In case of equipment / P&M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order / contract, equivalent to 10% of the total value of the supply order / contract. 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.</p> <p>The BG shall be issued by a Scheduled Bank / Nationalised Bank 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:</p> <p>Name of Bank: State Bank of India; Branch: CMPDI Branch; IFSC: SBIN0005598; A/c No: 10106155087 Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.</p> <p>Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid to cover the entire delivery period, installation and commissioning period of one month, warranty / guarantee period, etc., as applicable and a claim period of additional three (03) months after end of the warranty period. The Bank Guarantee will have to be extended, if required.</p> <p>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.</p> <p>In case the bidder does not have after sales service support facilities in India (Clause 20 B) 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 a Performance Guarantee equivalent to 20% of the total value of the supply order / contract to remain valid for the entire Warranty period + 1 month for entering into AMC + additional 3 months for claim period.</p> <p>N.B.: In case of forfeiture of the Performance Bank Guarantee, GST will be charged extra on the amount to be forfeited.</p> |
| | <p>In cases where both Security Deposit and Performance Guarantee is applicable, the Bidder can submit a single Bank Guarantee towards Security Deposit and Performance Guarantee. In such a case, the Bank Guarantee should cover the entire delivery period, Installation and Commissioning period of one month, Warranty/Guarantee period, etc. as applicable and a claim period of 3 months after end of the warranty period. <i>The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.</i> In case of late delivery, the Bank Guarantee will have to be extended accordingly.</p> |
| | <p>NB: - The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at Annexure-IV, from any Nationalized / Scheduled Bank. <u>Any deviation in the Bank Guarantee format will not be accepted.</u> The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.</p> |
| 18. | <p>ANNUAL MAINTENANCE CONTRACT (AMC): Wherever AMC/CSMA/FSMA/CAMC is applicable, the same shall be governed by the terms and conditions specified as follows :-</p> <p>The bidder shall quote separately for comprehensive AMC charges to cover a total period of 9 years including warranty plus AMC of 03 years after expiry of warranty period as per conditions given in the TPS. Other Terms of comprehensive AMC are as follows:</p> <ol style="list-style-type: none"> 1. Half-yearly preventive maintenance and calibration checking at user's premises. 2. Any number of breakdown maintenance and calibration servicing, if required. In case of breakdown, the user shall communicate to the supplier by telephone/ FAX, giving the nature of faults faced with machine-generated code, if any. The supplier shall attend the equipment at user's premises at the earliest possible time not exceeding 5 days. 3. In case the equipment needs to be taken to the service centre for breakdown maintenance or for any other reason, it shall be the responsibility of the supplier and user shall bear no financial implication in this regard. 4. The rate of the AMC shall be quoted in lump sum basis and not in terms of percentage of equipment cost. The quoted rate shall remain firm. |

5. The aim of the AMC is to maintain at least 90% availability of the equipment for its satisfactory working. In case availability falls below 90%, a down-time penalty on pro-rata basis will be imposed as per laid down terms and conditions given in **Down Time Penalty** below separately.
6. It will be the responsibility of the supplier to contact CMPDI and enter into the agreement well before expiry of the Warranty period.
7. On the basis of requirement, equipment may be deployed at our Regional Institutes located at Asansol, Dhanbad, Ranchi, Nagpur, Bilaspur, Singrauli and Bhubaneswar and at CMPDI (HQ), Ranchi. AMC service shall be provided at the place of deployment.
8. Detail terms and conditions of the AMC will be prepared on the basis of discussion & mutual agreement between user and supplier, without changing the above terms in principle.

Downtime Penalty

1. The party shall guarantee 90% availability (uptime) for the equipment for satisfactory working.
2. The Machine downtime will be reckoned only for the working days of CMPDIL. For example, if equipment remains under breakdown for 10 days in which 3 days are holidays then effective breakdown will be considered as 7 days.
3. Breakdown period in days will start from the day of reporting breakdown to the party by telephone/fax/ email until it is handed over to the user in working conditions.
4. The availability percentage will be calculated for each half year i.e. bi-annually. Penalty will be imposed on pro-rata basis, if the availability falls below 90%. Thus,

$$\text{Penalty} = \frac{(90\% - \text{Actual availability}\%) \times (\text{AMC charge}/2)}{90\%}$$

5. No bonus or additional sums shall be payable if the availability is more than 90%.
6. Actual availability percentage for each equipment will be calculated as follows:

$$\text{Actual availability \%} = \frac{\text{No. of working days during half year} - \text{Effective Breakdown days during the half year}}{\text{No. of working days during half year}} \times 100$$

7. Penalty for half year to be imposed will be calculated on the basis of the table below:

| Availability percentage (rounded) | Penalty |
|-----------------------------------|---|
| 90% and above | Nil |
| 75% to 90% | As per rate calculated in 2, 4 & 6 |
| 50% to 75% | Double the calculated amount as per rate calculated in 2, 4 & 6 |
| Below 50% | No AMC payment for that half year |

Payment Terms

The AMC charges will be paid on half yearly basis after expiry of each half year on submission of pre-receipted bill along with uptime certificate in triplicate by the firm to the General Manager (CBM), CMPDI (HQ), Ranchi. Penalty for shortfall, if any, from the uptime guaranteed (i.e. 90%) will be deducted from the billed amount for that period.

Note:- Besides above, the terms of AMC given in the TPS shall also be applicable. Further, the terms and conditions given in the TPS shall prevail in case of any contradiction.

19. **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.

20. **Eligibility and Proven-ness Criteria for Participation:**

A. **Eligibility Criteria:**
i) Foreign Manufacturers:
 Foreign Manufacturers who manufacture the equipment of tendered capacity or higher are eligible to quote against this tender. *In support of eligibility, scanned notarized copies of the following documents are required to be uploaded with the offer:*

1. *Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License / Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country, etc.;*
2. *Details in respect of its organization along with the documents like Certificate of Incorporation / Registration, etc.;*

| | |
|-----------|---|
| | <p>ii) Indigenous Manufacturers: Indigenous manufacturers who manufacture the equipment of tendered capacity or higher are eligible to quote against this tender. <i>In support of eligibility, scanned notarized copies of the following documents are required to be uploaded with the offer:</i></p> <ol style="list-style-type: none"> 1. <i>Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License / Registration Certificate issued by the appropriate authorities, etc.;</i> 2. <i>Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration, etc.;</i> <p>iii) Indian Agent: Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its Principal against the tender, in case manufacturer as a matter of policy does not quote directly. In such case, authorised Indian Agent shall have to upload scanned copies of the following documents:-</p> <ol style="list-style-type: none"> 1. Tender specific Manufacturers Authorization, as per the Sample Form at Annexure-C , signed and stamped by the manufacturer to quote against the CMPDI Tender, indicating the Tender Reference No. and date along with the offer. 2. Scanned copies of details in respect of Indian Agent’s organization along with the copies of document like certificate of incorporation / registration, etc. along with the offer. 3. Proof of existence of the organization for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. 4. <i>Documentary evidence to establish that their principal is the equipment manufacturer, viz. Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate or equivalent, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer’s country, Certificate from Chamber of Commerce and Industry of the manufacturer’s country etc.;</i> <p>However, the authorised Indian Agent of the foreign manufacturer shall have to upload scanned copies of the following additional documents:-</p> <ol style="list-style-type: none"> 5. Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest. 6. Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business. 7. A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular no. 12 dated 17th September 2009 under “Compulsory Enlistment scheme) need to be submitted along with the Cover-I of the offer. In any case all Government of India directives shall be followed in this regard as may be applicable 30 days prior to the date of bid. However, if all the details given in Para 4 above are complied with, the requirement of submission of document mentioned at Para 5 above may be waived. <p>(iv) Where offer is submitted by authorized Stockist / Seller, scanned copy of documentary evidence of being the same, viz. valid Authorization certificate issued by the Principal, should be uploaded along with the e-bid. The Authorization letter should have the following details: -</p> <ol style="list-style-type: none"> 1. <i>Name and Designation of the Authority of Principal Company who issued the Certificate;</i> 2. <i>FAX No. / Contact No. and e-mail id of the said Authority;</i> 3. <i>Date of issue of the Certificate and Validity of the Authorization;</i> 4. <i>Specific Reference of the Tender for which the Authorization has been issued.</i> 5. <i>Principal/ Manufacturer’s Certificate that they do not quote directly.</i> 6. <i>Bidder’s self-declaration regarding submission of genuine authorization certificate.</i> |
| B. | <p>After Sales Service Support:</p> <p>The bidder will 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 CMPDI personnel.</p> <p>In case the bidder does not have the above 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 equipment commissioned. In such case, the bidder shall have to provide PBG for 20% of the contract value as per Clause– 17.</p> |
| C. | <p>Proven-ness Criteria:</p> <p>Procurement against this tender shall be made only for proven equipment. Equipment offered by a bidder shall be considered proven as detailed herein below.</p> <ol style="list-style-type: none"> a. The equipment offered by the tenderer shall be considered proven provided the offered model or similar equipment, as defined below, must have been supplied by the bidder in mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking-Indigenous or Global) and consistently performed satisfactorily for a minimum period of three years from the date of commissioning. The performance of only that equipment would be considered for assessing proven-ness which have been commissioned 3 years prior to the date of opening of tender |

| | |
|-----------|--|
| | <p>but not prior to 7 years from the date of opening of tender. However, in case of such equipment which is working at CIL and its subsidiary companies and if the same has not completed 3 years of performance period as stipulated above, CMPDI reserves the right to grant relaxation for declaring the equipment as proven provided the combined percentage availability achieved during the 1st two years of operation is more than the availability guaranteed for the 1st year.</p> <p>b. In case the quoted model or similar equipment has not been supplied by the bidder in India or if supplied and commissioned in India but the same has not completed required years of performance for proven-ness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 02(Two) nos. of offered or similar equipment which have been commissioned 3 years prior to the date of opening of tender but not prior to 7 years from the date of opening of tender. The world wide population of the bidder will be considered for proven-ness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for proven-ness as mentioned above.</p> <p>Important: The bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder.</p> |
| D. | <p>Similar Equipment / Item: The similar equipment / item shall be as defined in the TPS;</p> |
| 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 per provision of Micro, Small and Medium Enterprises Development Act, 2006 and the Govt. of India guidelines issued from time to time. The vendors should confirm their MSME Registration for the tendered item(s) along with the name of the Registering Authority and also attach a duly Notarized copy of the complete set of valid registration certificate with their offer. |
| (c) | Prior experience – prior turnover criteria for Startup, Micro and Small Enterprises (MSEs) in Public Procurement: |
| (i) | Prior experience and prior turn over criteria is not applicable for Startup & MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by this category of Bidders. |
| (a) | If Bidders have submitted documents to prove the Startup / MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if required, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders. |
| (b) | <p>If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports is not more than one year from the date of opening of bids.</p> <p>In case there is deficiency in technical capacity of the firm, the same shall be communicated to them by the Tender Inviting Authority for improvement in the quality of their product for future tenders, clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.</p> |
| (c) | <p>If Bidders have submitted documents to prove the startup / MSE status for the tendered item and whose products are ISI marked / DGMS approved / covered under DGS&D Rate Contracts on them / current holding Rate Contracts with CIL or its Subsidiary for supply of the tendered item / supplied and proven in CIL or its Subsidiary Companies / Proven product of the Ancillary unit of a Subsidiary Company of CIL, they will be required to submit the applicable related documents, duly notarized, for relaxation: -</p> <ul style="list-style-type: none"> • Valid BIS Marking License for the quoted items on them. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Rate contract as issued by CIL / any other Subsidiary for the quoted items on them. <p style="text-align: center;">OR</p> |

| | |
|-------|--|
| | <ul style="list-style-type: none"> Valid DGMS Approval certificate for the quoted items on them. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them. <p>The Document (s) / Certificate (s), by the Bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document / certificate valid as on date of supply, duly notarized, must accompany their bill(s).</p> |
| (ii). | N.B.: |
| 1. | <i>Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) Dtd. 25.07.2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subsequent amendments, if any.</i> |
| 2. | <i>Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.</i> |
| 22. | <p>Imported items offered by Indian Bidder: In case the tendered item(s) are imported by an Indian Agent / Distributor and offered to CMPDI in Indian Rupees, the Indian Agent / Distributor shall have to submit the following documents with each supply:</p> <ol style="list-style-type: none"> Principal's Invoice or Packing List – original as well as certified photo copy. Certified photo copy of Airway Bill/Bill of Lading. Bill of Entry for Home Consumption – Original as well as certified photo copy. A certificate from the Auditor that : “Certified that the Customs Duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer”. <p>The originals as mentioned above shall be returned to the successful Bidder after verification and endorsement.</p> |
| 23 a. | <p>Insurance</p> <ol style="list-style-type: none"> The Goods supplied under the Contract shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to Final destination site. The insurance cover should be available for a period of not less than three (3) months after the complete supply is delivered at final destination to cover the period of erection and commissioning. Where the delivery of the Goods is required by the Purchaser on CIP Basis / FOR destination Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CMPDI has no obligation to the supplier for arranging insurance. However, CMPDI will provide the supplier upon request, with necessary information for obtaining insurance coverage. |
| 23 b. | <p>Packing:</p> <ol style="list-style-type: none"> 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. 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. Packing instructions: Each package will be marked on three sides with proper paint with the following: <ol style="list-style-type: none"> Contract No; Country of origin of Goods; Supplier's name; Packing list ref. Number; The gross weight, net weight and cubic measurement; Consignee Name and Address; <p>NB: One copy of the packing list shall be inserted inside the package.</p> |
| 23c. | <p>Transportation:</p> <ol style="list-style-type: none"> Where the Supplier is required under the Contract to deliver the Goods on CIP (Final Place of Destination) basis, transport of the goods to the port of destination or such other specified place 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 quoting the price on CIP basis, there shall be no restriction on the choice of the carrier, Insurance Agency and port of entry. In case of inland transportation of goods, the same is to be done through registered common carriers only. However, bidders will utilize the services of Shipping Corporation of India (SCI) for Ocean shipment, if commercially viable. In case of supply on award of contract, if bidder is not utilizing the services of SCI for ocean shipment, they will be required to furnish an undertaking along with other shipping documents that they |

| | |
|-----|---|
| | <p>have approached SCI for this shipment and it has not been found to be commercially viable by them.</p> <p>(iii) 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.</p> |
| 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 as specified in Annexure –I : |
| a. | Depot Officer, CMPDI, HQ Stores, Gondwana Place, Kanke Road, Ranchi (Jharkhand), PIN:834008; OR |
| b. | Depot Officer, CMPDI, Central Drilling Stores, Barkakana, Distt: Ramgarh (Jharkhand) PIN: 829103. |
| 26. | Certificate for Indigenous content (if applicable): A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the Auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted. |
| a. | Submission of Samples: Wherever, as per Annexure- I, samples are required for evaluation of tender, the Bidders will submit the sample free of cost, duly labelled with Bidder's name, address indicating item Sl. No., Tender enquiry No. and due date for opening of the tender. |
| 27. | For approval of indeterminable parameters such as shade/ tone, size, make-up, feel, finish and workmanship, if required, the successful Bidder may have to submit an advance sample free of cost before effecting bulk supply. The samples must be labelled with the Bidder's name, address and this office enquiry number and the due date for opening of the tender. |
| 28. | BANNED OR DELISTED SUPPLIERS: Bidders would give a declaration in the Commercial Bid, Annexure VI , that they have not been banned or de-listed by any Government or Quasi-Government or PSU. If a Bidder has been banned by any Government or Quasi-Government or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given / provided, the bid will be rejected being non-responsive. |
| 29. | Following shall be confirmed by Bidder in respect of Computers, Computer Peripherals, Software, etc. |
| a. | UNDERTAKING OF AUTHENTICITY <i>We hereby undertake that all the components/parts/assembly/software used in the items to be supplied like Hard Disk, Monitors, Memory etc. shall be original new components / parts / assembly / software only from respective OEMs of the product and that no refurbished / duplicate / second hand component / part / assembly / software shall be used.</i> |
| b. | INDEMNITY FOR PATENT RIGHT <i>Bidders shall indemnify CMPDI against all third party claims of software piracy and infringement of intellectual property right. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark 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: Unless otherwise specified in the Tender Document, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with Tender Document as ANNEXURE –II. In case there is a conflict in any particular term of the Tender Document with the General Terms, the terms of the Tender Document will prevail. |
| 34. | <p>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).</p> <p>(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.</p> |

| | |
|-----|---|
| | (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: (Applicable for Public Sector Enterprises / Govt. Depts only) : <p>“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator”.</p> |
| 36. | NON-DISCLOSURE / CONFIDENTIAL CLAUSE: <p>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.</p> <p>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.</p> |
| 37. | JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Court at Ranchi, Jharkhand State, INDIA). |

For Central Mine Planning & Design Institute Limited

Enclosures:

1. **Annexure – A** Letter of Bid (LOB) including Authorisation 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 for Indian Agent.
4. **Annexure – D** Format of Commissioning and Final Acceptance Certificate.
5. **Annexure – I** Schedule of Requirement, Technical Specification, etc.
6. **Annexure – II** General Terms and Conditions.
7. **Annexure – III** Mandate Form for e-Payment.
8. **Annexure – IV** Format of Bank Guarantee for Security Deposit / PBG.
9. **Annexure – V** Format of Integrity Pact.
10. **Annexure – VI** Specimen of Commercial Bid.
11. **Annexure – VII** Specimen of Technical Parameter Sheet.

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
The Dy. General Manager (MM),
 MM Department, CMPDI, Gondwana Place,
 Kanke Road, Ranchi – 834 008. (Jharkhand).

Subject: Letter of Bid

Reference: Tender No. [CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET](#)

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 Authorised 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 by the person who has signed Letter of Bid.

NON JUDICIAL STAMP PAPER

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, Ranchi on <http://coalindiatenders.nic.in>.

Name, Signature & Seal of the DSC Holder Authorized for online bidding.

Name, Signature & Seal of the person who has signed Letter of Bid And is Authorizing the DSC Holder for online bidding.

Signature & Seal of the PUBLIC NOTARY

“Format of Undertaking for Execution of Previous Supply Order(s)”

LETTER HEAD OF BIDDER

To,
The Dy. General Manager (MM),
MM Department, CMPDI, Gondwana Place,
Kanke Road, **Ranchi – 834 008.** (Jharkhand).

Subject: Certificate for Execution of Supply Order.

Reference: Tender No. [CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET](#)

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) uploaded in support of the eligibility for participation against the subject tender have been successfully executed by us: -

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

This is also to certify that the items covered in the above supply order (s) have been working satisfactorily and no adverse report has been received for the same.

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

Manufacturer's Authorisation Form
(Please refer **Clause- 20 A (iii)** of the Tender Document)

To,
The Dy. General Manager (MM),
MM Department, CMPDI, Gondwana Place,
Kanke Road, Ranchi – 834 008 (Jharkhand).

Subject: Manufacturer's Authorization for Indian Agent.

Reference: Tender No. CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET

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 reputable manufacturers of [----- name and/or description of goods-----] having factories at [-----address(es) of factory(ies)-----] and as a matter of policy do not quote directly, do hereby authorize our agent [-----Name & Address of Indian Agent-----] to submit a bid and sign the Contract with you on our behalf against the above Tender.

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.

In the event of failure on the part of Indian Agent in fulfilment of contractual obligations or change in Indian agency 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 Indian Agent fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

(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 authorisation 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 Authorisation 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)

Signature of the executive of User wing

Name(s)

Name(s)

Designation(s) with Stamp

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.

Reference: Tender No. CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET

SCHEDULE OF REQUIREMENT AND IMPORTANT INSTRUCTIONS FOR BIDDERS

| Sl. No. | ITEM DESCRIPTION | Qty. |
|---|-----------------------|--------|
| 1. | Core Slabbing Machine | 01 No. |
| Detail Technical Specifications:- | | |
| Quantity Required: 01 No. | | |
| Quantity Offered: | | |
| Specifications- Core slabbing cross cut saw is used for cutting large pieces of coal or core samples for analysis. | | |
| Should have wet cutting head | | |
| It should have ball bearing assembly | | |
| Level cast aluminum blade guard for diamond tooled saw blades up to diameter 50 cm | | |
| The blade height should be adjustable over a vulcanized rubber top worktable | | |
| The blade should move smoothly on ball bearing guide wheels riding along the length of the coolant fluid pan. | | |
| The saw should be provided with one saw blade with diameter 45 cm | | |
| and arbour 45 cm | | |
| The standard electric motor should be 5 HP, 220 VAC, 50 HZ, and single phase | | |
| The saw assembly should be 130 cm high, 70 cm wide, 130 cm long | | |
| weight of the saw assembly should be less than 150 Kg | | |
| It should include a core guide and clamp assembly for holding core for smooth slabbing operation. | | |
| Liquid coolant pump should be included for fluid recirculation | | |
| Documents to be submitted | | |
| Documentary evidence for having servicing, repair and calibration facility in India. A detailed write up with complete Address, Contact Person, Contact no., Phone, Fax, email etc. for Contact in case of Service/ Repair need should be furnished. | | |
| Technical brochure/ literature or any other relevant document of quoted product | | |
| Guarantee/Warranty: Core slabbing cross cut saw will cover a Comprehensive warranty with spares of satisfactory performance of the equipment for a period of 1 year from the date of commissioning at CMPDI. During the warranty period, the Vendor shall remedy defects if any at his own cost when called upon to do so within 72 hours from the date of reporting from CMPDI. | | |
| Training: The suppliers shall provide onsite training to the nominated personnel of CMPDI for 3 days after installation and commissioning of the equipment. | | |
| Installation: The supplier has to install, commission and make the performance testing of the instrument at CMPDI, Gondwana Place, Kanke Road, Ranchi, India to the satisfaction of CMPDI's nominated team. The installation, commissioning as well as performance testing of the instrument should be completed within 30(thirty days) from the date of receipt of the equipment and ensure that it meets the requirement as specified. The commissioning and setting of the complete instrument supply package shall be carried out under the supervision of the supplier in conjunction with CMPDI's nominated personnel. | | |
| Annual Maintenance Contract (AMC): The supplier must have a service provider in India. The supplier has to enter in to an AMC for technical support and maintenance services for the entire system (without spares), with CMPDI for a period of 03 (Three) years after the expiry of guarantee/warranty period. | | |
| The scope of AMC shall include the following:- | | |
| i) Periodic/preventive maintenance: 2(two) numbers of Periodic/preventive maintenance visits per year in | | |

| |
|--|
| predetermined schedule in consultation with CMPDI. |
| ii) Breakdown maintenance: Any number of Breakdown maintenance visit to set the machine in order as and when required basis at free of cost within 72 hours of receipt of complaint. |
| Spares and consumables: No stock of any spare parts and consumables shall be maintained by CMPDI. It shall be the responsibility of Bidder/Contractor to supply all the required spare parts and consumables during the AMC period for trouble free running of the system against supply order of said parts by CMPDI and arrange for the necessary technical details, manuals, literatures, price list and other relevant literatures/ specification of the said parts for repairing of the said instruments. |
| Payment of the price of spares & consumables: Payment of the prices of spares and consumables and taxes as applicable shall be paid to bidder/ contractor within CMPDI norms after acceptance, installation of the parts and after submission of bill in triplicate dully certified by HOD (CBM). |
| Penalty for delayed maintenance: If the supplier fails to maintain the supplied items in terms of agreed time, as mentioned above, the client shall without prejudice to any other right or remedy available under the law to the client on account of such breach, deduct a compensation/liquidated damages @1/2(half) % of the yearly AMC price per week of delay. The aggregate of such compensation shall not exceed 10(ten)% of the total value of the individual year's AMC price for completion of the entire assignment |
| AMC Bank guarantee: The supplier has to submit an 'AMC Bank Guarantee' from scheduled / nationalized bank for 10% of total AMC value for a period of 39 months (36 months AMC period + 3 months claim period) after the expiry of warranty. AMC bank guarantee is required to be submitted within 15 days from the date of signing of AMC |
| Agreement: Before start of AMC, the AMC agreement has to be signed between the vendor and HoD (CBM), CMPDI (HQ), Ranchi. |
| Payment Terms The AMC charge will be paid after completion of required number of preventive-cum-breakdown maintenance visits on half-yearly basis and on submission of pre-receipted bill along with PM service report by the firm to the HOD (CBM), CMPDI, HQ. |
| Delivery - The entire offered system should be delivered within 04 months from the date of receipt of supply order in case of indigenous supply & in case of supply from overseas firm 04 months from the date of opening of letter of credit. |

| | |
|-------------|---|
| / | CONSIGNEE DETAILS |
| VII 25 * | Depot Officer, CMPDI, HQ Stores, Gondwana Place, Kanke Road, Ranchi (Jharkhand), PIN:834008 |
| / | INSPECTING AUTHORITY |
| VII 19 * | The General Manager (CBM) or his authorised representative. |

* Ref.: Point of Commercial Terms and Conditions.

SIGNATURE OF ISSUING AUTHORITY

Reference: Tender No. CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET

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. | Clause V (C) & Annexure-A |
| (ii) | Details of EMD submitted OR valid exemption certificates summarized hereunder: - (a) In case of Central/ State Government Organization/ PSU; undertaking from competent authority for claiming exemption towards EMD, duly signed & stamped. -OR- (b) Copy of complete set of valid NSIC registration certificate clearly highlighting the items for which they are registered, duly self-attested and notarized , if applicable. -OR- (c) Copy of complete set of DGS&D registration certificate self-attested and notarized , if applicable. -OR- (d) Copy of complete set of valid MSME Registration Certificate issued by the Designated Authority, self-attested and duly notarized. | Clause No. II (f), (g) ; Clause No. VII - 16 & / or Clause No. VII - 21 |
| (iii) | List of the items quoted for and details of EMD thereof on the Letter Head of the Bidder, duly signed and stamped. | Clause No. II (f) |
| (iv) | Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory, if applicable. | Clause No. VII (1) & Annexure - V |
| (v) | Proof of being a manufacturer, duly self attested and notarized, (if applicable) OR if offer is submitted by Authorized Indian Agent / Stockist / Seller, documentary evidence of being the same. (Whichever is applicable) | Clause No. VII -20 & Annexure -C |
| (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 Proven-ness. | Clause No. VII (20) (C) |
| (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. | Clause No. VII (26) |
| (x) | Valid GST registration with Goods and Service Tax Department indicating GST number, duly notarized, otherwise the offer is liable for rejection. | Clause No. VII (34) |
| <u>LIST OF DOCUMENTS TO BE SUBMITTED BY BIDDER IN COMPLIANCE TO THE TECHNICAL DETAILS/ SPECIFICATION/ CONDITIONS ACCEPTED IN THE TECHNICAL PARAMETER SHEET</u> | | |
| (xi) | a) Documentary evidence for having servicing, repair and calibration facility in India. A detailed write up with complete Address, Contact Person, Contact no., Phone, Fax, email etc. for Contact in case of Service/ Repair need should be furnished. b) Technical brochure/ literature or any other relevant document of quoted product. | Please refer to TPS. |
| (xii) | Any other document required to be submitted by the Bidder as per the Tender. | |

SIGNATURE OF ISSUING AUTHORITY

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES**Definition**

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

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

6.(a) Parties

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

(b) Address to which communication are to be sent

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

- 7.(i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or FCA or as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB or FCA basis or as specified in the invitation to tender.
- (ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. **GST**, if applicable, shall be shown separately and whether it is CGST, SGST or IGST or UT-GST. If no mention is made about GST, it will be assumed to be included in the price quoted.
 - (iii) In case of registered bidder (other than composition dealer) where price is quoted inclusive of GST, the rate of quantum of same should be separately indicated.
 - (iv) The price must be stated separately for each item on unit basis.
 - (v) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
 - (vi) The prices quoted must be firm and the offers made must remain open for at least six months from the date of submitting quotations unless otherwise specified.
 - (vii) Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
 - (viii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period upto which they are likely to last.
 - (ix) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.
 - (x) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.

- (xi) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
- 8.(i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
- (ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
- (iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.

9.(a) Subletting and Assignment

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

(b) Change in a Firm

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

10.(a) Consequence of Breach

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

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

11. Use of raw materials secured with Government assistance.

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

- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
13. For orders placed directly on overseas suppliers, the tenderers should separately indicated whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,
- the service that will be rendered by them as manufacturer's agent;
 - the name and address of agents, if any, in India; and
 - the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.
14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

15. Inspection and Rejection

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

- (a) **Facilities for Test and Examination** –The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
- (b) **Cost of Test** –The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- (c) **Delivery of Stores for Test** –The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test** –In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

- (e) **Method of Testing** –The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- (f) **Stores Expended in Test** –Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.
- (g) **Inspector Final Authority and to Certify Performance**
- (i) The Inspector shall have the power:
 - Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;
 - (ii) To reject any stores submitted as not being in accordance with the particulars.
 - (iii) To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory ; and
 - (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (h) **Consequence of Rejection** – If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:
- (i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
 - (ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
 - (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.
- (i) **Inspectors' Decision as to Rejection Final** – The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- (j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.
- (k) **Notification of Result of Inspection** – Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.
- (l) **Marking of Stores** – The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
- (m) **Removal of Rejection**
- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
 - (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

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

16. Packing and Transport

- (a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
- (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance

17. Delivery:

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

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

- (a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- (b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –
 - (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

19. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India

Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

20. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspection of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (14) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
21. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
22. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

23. Carrying Vessels for Imported Items

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

24. Freight

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

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

25. Passing of Property

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

26. Laws Governing the Contract

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

27. Corrupt Practices

- a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to

cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 18.

- b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

28. Insolvency and Breach of Contract

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

29. Progress Reports

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

SIGNATURE OF ISSUING AUTHORITY

e-PAYMENT

{ To be submitted with the bill (s) }

To
Central Mine Planning & Design Institute Ltd.,
Gondwana Place, Kanke Road,
Ranchi – 834 008, JHARKHAND.

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 CODE | | | | | | | | | | | |
| | Telephone No. (with STD Code) | | | | | | | | | | | |
| | FAX No. (with STD Code) | | | | | | | | | | | |
| 9 digit MICR Code of the Bank Branch (Enclosed copy of a cancelled cheque) | | | | | | | | | | | | |
| 11 digit IFSC Code of beneficiary Branch | | | | | | | | | | | | |
| Bank Account Number | | | | | | | | | | | | |
| Bank Account Type (Tick One) | <input type="checkbox"/> SAVING | | | <input type="checkbox"/> CURRENT | | | | <input type="checkbox"/> LOAN | | | | |
| | <input type="checkbox"/> CASH CREDIT | | | <input type="checkbox"/> OTHERS (If Other, Specify) | | | | | | | | |
| 5. Permanent Account 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)

Bank Guarantee Format

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

It has been agreed that hundred per cent (100%) payment of the value of the Equipment/Plant/Machinery will be made to the Seller in terms of the said contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum ofequivalent to 10% of FOR destination value of the order as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach of the said Seller of any of the terms and conditions contained in the said Contract.

The..... Bank having its Office at has at the request of the Seller agreed to give the guarantee as hereinafter contained.

2. We Bank Limited., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We Bank Limited, further agree that the guarantee herein contained shall come in to force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be givenmonths from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We Bank Limited, further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agree that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr., Manager, who has signed it on behalf of the Bank has authority to do so.

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

Dated :day of200..
for..... Bank Limited.

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

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

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

INTEGRITY PACT

Between

Central Mine Planning and Design Institute Limited (CMPDI) hereinafter referred to as "Principal"

And

..... hereinafter referred to as "The Tenderer/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Tenderers/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal has appointed external independent Monitors (refer Clause 26 of Terms and Conditions) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1.1 Section- 1 - Commitments of the Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process. Provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer could obtain an advantage in relation to the tender process or the contract execution.
 3. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

1.2 Section – 2 - Commitments of the Tenderer/Contractor

- (1) The Tenderer/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Tenderer/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Tenderer/Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Tenderer/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Tenderer/Contractor will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 4. The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3- Disqualification from tender process and exclusion from future contracts.

If the Tenderer, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Tenderer accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (3) If the Tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

1.3 Section- 4- Compensation for Damages

- (1) If the Principal has disqualified the Tenderer from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- (3) The Tenderer agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer/Contractor can prove and establish that the exclusion of the Tenderer from the tender process or the terminate of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Tenderer/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section-5 - Previous transgression.

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

1.4 Section-6 Equal treatment of all Tenderers/Contractors/Subcontractors

- (1) The Tenderer/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Tenderers, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.

1.5 Section-7 Criminal charges against violating Tenderers/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Tenderer, Contractors or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section – 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal).

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms and being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

1.6 Section-9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all the Tenderers 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

1.7 Section-10 Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
 For the Principal
 Place
 Date

.....
 For the Tenderer/Contractor
 Witness 1:
 Witness 2:

NB: Date and Place should invariably be filled in while signing and uploading the Integrity Pact.

ANNEXURE – VI

SPECIMEN OF COMMERCIAL BID

| | | ANNEXURE VI | |
|---|---|--|--|
| CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD | | | |
| COMMERCIAL BID | | | |
| Tender No. | CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET | | |
| TENDER FOR | Supply, Installation and Commissioning of Core Slabbing Machine. | | |
| 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) | |

SPECIMEN OF TECHNICAL PARAMETER SHEET (TPS)

| Tender Inviting Authority: Sr. Manager (MM), CMPDI (HQ), Ranchi. | | | | | | | | | | | | |
|--|-----------|-----------------------|-----------------------------|--|-----------------|--|----------------|-----------|----------------|--------------------|----------------|--------------|
| Name of Work: Supply, Installation and Commissioning of Core Slabbing Machine. | | | | | | | | | | | | |
| NIT No: CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET | | | | | | | | | | | | |
| Bidder Name: <input type="text"/> | | | | | | | | | | | | |
| TECHNICAL PARAMETER SHEET | | | | | | | | | | | | |
| S. No | Item Code | Description of Item | Bidder's Eligibility Status | Specification Parameter | Unit of Measure | Evaluation Criteria (To be selected from drop down box in each cell) | Required Value | | Bidder's value | Eligibility | | |
| | | | | | | | Start Value | End Value | | Specification wise | Make and Model | Overall |
| 1 | item1 | Core Slabbing Machine | 1 | Quantity Required: 01 No. | | | | | | | | NON-COMPLIED |
| | | | | Quantity Offered: | No. | EQUAL TO | 1 | | | FALSE | | |
| | | | | Specifications- Core slabbing cross cut saw is used for cutting large pieces of coal or core samples for analysis. | NA | AGREED or DISAGREED | AGREE | | SELECT | FALSE | | |
| | | | | Should have wet cutting head | NA | AGREED or DISAGREED | AGREE | | SELECT | FALSE | | |
| | | | | It should have ball bearing assembly | NA | AGREED or DISAGREED | AGREE | | SELECT | FALSE | | |
| | | | | Level cast aluminium blade guard for diamond tooled saw blades up to diameter | cm | EQUAL TO | 50 | | | FALSE | | |
| | | | | The blade height should be adjustable over a vulcanized rubber top worktable | NA | AGREED or DISAGREED | AGREE | | SELECT | FALSE | | |
| | | | | The blade should move smoothly on ball bearing guide wheels riding along the length of the coolant fluid pan. | NA | AGREED or DISAGREED | AGREE | | SELECT | FALSE | | |
| | | | | The saw should be provided with one | | | | | | | | |

CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD
Commercial Terms & Conditions

| | |
|---------------|---|
| Tender No.: | CMPDI/MM/GT/17-18/4056/AK/Core Slabbing/ET |
| Name of Work: | Supply, Installation and Commissioning of Core Slabbing Machine. |

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

NOTE : The Bidder is advised to go through the terms and conditions of the Tender Document before filling the on-line bid and thereafter the bid should be submitted / uploaded as per the Tender Document.

| S.No. | Description | Bidder Value (Agree/Disagree) | Specification Wise | Compliance |
|-------|--|-------------------------------|--------------------|---------------------|
| | Commercial Terms and conditions to be confirmed by the bidder | | | NOT-COMPLIED |
| 1.00 | Have the documents as required under Clause VI (I) of the Tender Document been uploaded? | Select | FALSE | |
| 2.00 | Has the FOR Destination / CIP/CIF price(s) been quoted as per Clause VII -2 of the Tender Document and the break-up along with the applicable rate of CGST, SGST / UT-GST or IGST, Packing & Forwarding, Freight, Insurance, etc., if applicable, been indicated in the Commercial Bid as per Annexure- VI ? | Select | FALSE | |
| 3.00 | Is the offer valid for 180 days from the date of opening of tender as per Clause VII - 5 of the Tender Document? | Select | FALSE | |
| 4.00 | Has firm price been quoted as per Clause VII -6 of the Tender Document? | Select | FALSE | |
| 5.00 | Has the Payment Terms, as applicable, in line with Clause VII -8 of the Tender Document been accepted? | Select | FALSE | |
| 6.00 | Has the delivery schedule been accepted in line with Clause VII - 9 (a) of the Tender | Select | FALSE | |