



सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान(सिंफर)

CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH (CIMFR)

बरवारोड,धनबाद&826001झारखंड भारत

Barwa Road, Dhanbad – 826 001 (Jharkhand), India

☎ : 0326-2203156/2093/202774/9431317806/8987421173/7909079618

e-mail: spo.cimfr@rediffmail.com/spo.cimfr@nic.in

GSTIN : 20AAATC2716R1ZT

क्रय निविदा सं0/ PUR NIT NO-25 /SPO/2018-19

दिनांक/ Date: 28.02.2019

वैश्विक निविदा/Global Tender

बोलीपूर्व सम्मेलन तदोपरांत निविदा हेतु आमंत्रण/Invitation for Tender

निदेशक,सीएसआईआर-सिंफर,धनबाद नीचे वर्णित तकनीकी सेवा हेतु मूल सेवा प्रदाताओं/उनके अधीन प्राधिकृत,भारतीयएजेंटों (यदि हो), को निम्नलिखित मद हेतु बोली पूर्व सम्मलेन तदोपरांत द्वि-पद्धती के आधार निविदा हार्ड-कापी में जमा करने हेतु आमंत्रित करते हैं / Director, CSIR-CIMFR, Dhanbad invites Principal service providers/authorized Indian agents of foreign principals, for a Pre-Bid conference and later quotations submission of quotations in two bids from Principal service providers/ Indian agents for procurement of services for the job of collection, preparation and transportation of coal samples under supervision of CSIR-CIMFR -

क्रम/ S.N	मद का नाम/Name of the item पत्रवाली संख्या/File No. CIMFR/PUR-14(3)2018	मात्रा/ quantity	ईएमडी EMD in INR	बोलीपूर्वसम्मलेनका स्थान,दिनांकवसमय /Venue, Date & time of Pre-Bid Conference
1.	सेवाप्रदाता(प्रदाताओं) को कोल इंडिया लिमिटेड की विभिन्न कोलरीज़, सिंगरेनी कोलरीज़ कंपनी लिमिटेड व अन्य स्थानो के लोडिंग पोइंट्स से तथा पावर यूटीलिटीज़ के स्थानो के अनलोडिंग पोइंट्स से कोल सैम्पल्स को इकठ्ठा करना, तैयार करना, वर्गीकरण (पार्टिंग) करना एवं परिवहन कर सीएसआईआर-सीआईएमएफआर (सिंफर) के डिगवाडीह व रानीगंज, नागपुर, बिलासपुर व रांची रिसर्च यूनिट्स तक कुशलता से पहुंचाना/ Principal service providers/Indian agents of foreign principals, for procurement of services for the job of collection, preparation,	अनुमानित मात्रा 800 मिलियन टन प्रतिवर्ष (मात्रा वास्तविक आवश्यकता के आधार पर परिवर्तित हो सकतीहै)/ Estimated 800 Million Metric Tonnes per year. (The quantity may vary according to actual requirement)	रु0 दो करोड़ सत्तर लाख मात्र/ Rupees Two Crore Seventy Lakh only (Rs.2.70 Crore)	सीएसआईआर-सिंफर,बरवा रोड परिसर/CSIR-CIMFR, Campus,-- 15.04.2019/ 10:30 a.m.(IST)

	parting and transportation of coal samples under supervision of CSIR-CIMFR from loading sites of various collieries of subsidiaries of Coal India Limited, Singareni Collieries Company Limited, imported coal and others and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Bilaspur, Ranchi and Ranigunj.			
--	---	--	--	--

कृपया ध्यान दें/Please note-

- 1-बोली जमा करने/खोलने का स्थल: सीएसआईआर -केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान, बरवा रोड, धनबाद झारखंड, भारत में होगा/ CSIR-CIMFR, Barwa Road, Dhanbad (Jharkhand) India will be the venue of bid submission/opening.
 - 2-निविदा जमा करने की तिथि व समय/Date & time for bid submission: **15.05.2019/ 1:00 p.m. (IST)**
 - 3-तकनीकी निविदा खोले जाने की तिथि व समय/Date & time for opening of techno-commercial bids: **15.05.2019/ 3:00 p.m. (IST)**
 - 4-बोलीपूर्वसम्मेलन के उपरांत पुनरीक्षित निविदाप्रपत्र तैयार किया जाएगा जिसे हमारी वेबसाइट पर प्रदर्शित किया जाएगा/After PBC a revised NIT will be again uploaded on our website.
 - 5-इच्छुक बोलीदाता पुनरीक्षितनिविदाके अनुसार अपनी निविदाएँ जमा करें/Interested bidders may kindly submit their quotations as per the revised NIT.
2. इच्छुक बोलीदाता उपरोक्त विषय में विस्तृत जानकारी भंडार एवं क्रय अधिकारी, सीएसआईआर-सिंफर, धनबाद, झारखंड, भारत से प्राप्त कर सकते हैं/Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-CIMFR, Dhanbad, Jharkhand, INDIA.
3. इच्छुक बोलीदाता निविदा शुल्क जमा कर के निविदा प्रपत्र प्राप्त कर सकते हैं। निविदाशुल्क रु0 300.00 का डिमांड ड्राफ्ट निदेशक, सीआईएमएफआर, धनबाद के नाम किसी राष्ट्रीकृत बैंक से बनवाकर एक लिखित आवेदन के साथ कार्यालय में जमा कराया जा सकता है। निविदा शुल्क गैरवापसी व गैरहस्तांतरित है। निविदा जमा करने की अंतिम तिथि से तीन कार्य दिवस पूर्वतक निविदा पत्र व्यक्तिगत अथवा डाक द्वारा इस कार्यालय से क्रय किए जा सकते हैं। कार्यदिवस की अवधि 9:00 बजे प्रातःकाल से 5:30 बजे सायंकाल तक है। अथवा निविदापत्र हमारीवेबसाइट www.cimfr.nic.in से सीधे निःशुल्क भी डाउनलोड किये जा सकते हैं/ Interested bidder can obtain tender documents by depositing tender fee. The tender fee of Rs. 300/- in form of a demand draft drawn in favour of The Director, CIMFR, Dhanbad from any of the nationalized bank can be submitted with a written application in this office. Tender fee is non-refundable and non-transferable. Tender forms can be purchased from this office on all working days up to three days prior to the last date of submission of the tender documents, either in person or by post. The working hours are from 9:00 a.m. to 5:30 p.m.

Alternatively, the bidding documents can also be downloaded directly from our website www.cimfr.nic.in free of cost.

4. वे बोलीदाता, जो अपने मूल विनिर्माताओं के बदले बोली जमा करते हैं, उन्हें अनिवार्यरूप से इस निविदा हेतु प्राधिकृत होने से संबन्धित वांछित प्रमाण प्रस्तुत करना होगा अन्यथा उनकी बोली निरस्त की जा सकती है /Bidders who are submitting their bids on behalf of their principal should submit proper authorization certificate indicating them to bid for this tender, failing to which the bid will be rejected.

5. निविदाप्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर इस कार्यालय में पहुंचने चाहिए। संस्थान विलंब/देरी से प्राप्त निविदापत्रों के प्रति उत्तरदाई नहीं होगा। विलंब/देरी से प्राप्त निविदापत्रों को स्वीकार नहीं किया जाएगा/ The bids must reach to this office on or before the last date & time for submission of tender. Institute will not be responsible for late/delayed. Late/Delayed tenders will not be accepted.

6. यदि बोलीदाता एक से अधिक मदों के लिए अपनी निविदा जमा करना चाहता है तो उसे हर मद के लिए अलग से निविदापत्र जमा करना होगा जिन पर स्पष्टतौर से मिसिल संख्या व मद संबंधी विवरण अंकित होना चाहिए। निविदा प्रपत्र फ़र्म के लेटरहेड पर स्पष्टतौर से टंकित/कम्प्यूटर टंकित होना चाहिए/In case if the bidder is interested in submitting his bid for more than one item, than he should submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should be neatly typed/computerized on the letterhead of the firm. If any cutting is there, it should be duly certified.

7. सभी निविदाएँ उपरोक्त निर्दिष्ट बोली प्रतिभूति (ईएमडी) के साथ निर्धारित समय व तिथि के भीतर इस कार्यालय में जमा करा दी जानी चाहिए। नियत समय व तिथि पर निविदाएँ खोली जाएंगी। बोलीदाता अथवा उनके वाजिब प्रतिनिधि यदि चाहें, तो निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश, यदि निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता है, तो निविदाएँ जमा व खोलने का समय अगले कार्यदिवस में उसी नियत समय होगा। All bids must be accompanied by a bid security(EMD) as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

8. बोलीदाता यह भली-भाति सुनिश्चित कर लें, कि उनके द्वारा जमा किया गया निविदाप्रपत्र इस कार्यालय द्वारा की गई चाही गई अहर्ताओं व मांगी गई समस्त जानकारियों को निर्धारित प्रपत्रों पूरा भरने के उपरांत जमा किया गया है। यदि जरूरी हो तो जानकारियों के लिए अतिरिक्त शीट का प्रयोग किया जा सकता है। सक्षम व्यक्ति द्वारा सम्पूर्ण निविदाप्रपत्र मुहर अंकित व हस्ताक्षरित किया चाहिए/Bidders are required to ensure that the tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be Page numbered with index , signed and stamped by the authorized signatory of the bidder.

9. सीएसआईआर-सिंफर के मांगे जाने पर बोलीदाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/प्रमाणपत्र को मूलरूप में सत्यापन हेतु प्रस्तुत करना होगा, विसंगति होने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है /On demand by CSIR-CIMFR, the bidder will have to produce the original document/certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.

10. बोलीदाताओं को इस संस्थान में होने वाली खरीद प्रक्रिया में सीएसआईआर के क्रयनियमों का पूर्णतया पारदर्शिता व ईमानदारी से पालन करना होगा ,अवहेलना करने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/Bidders should follow CSIR Purchase rules (available at www.csir.res.in) with complete transparency and honesty, violation can lead into rejection at any level of the procurement process.

11. दिनांक **15.04.2019, 10:30 प्रातः** बजे से इस संस्थान में बोलीपूर्व सम्मेलन का आयोजन किया जायगा और मौके पर उपस्थित बोलीदाताओं से विचार-विमर्श करने के बाद संस्थान द्वारा अपनी ज़रूरत के आधार पर स्पेसिफिकेशन्स को अंतिम रूप दिया जायगा, तदनुसार संस्थान की वैबसाइट पर पुनरीक्षित निविदा प्रदर्शित की जायगी। सभी इच्छुक बोलीदाताओं से अनुरोध है, कि इसी के अनुसार अपनी बोली जमा करें/Pre-Bid Conference will be organized in this Institute on **15.04.2019** at **10:30 a.m.** onwards. After interaction with the bidders present there, Institute will finalize the specifications suiting to its requirements, accordingly the revised NIT will be hosted on the Institute's website. All interested bidders are requested to submit their bids in accordance to the revised NIT.

12. अनुबंध की प्रारम्भिक अवधि दो (2) वर्षों की होगी, जो कि संतोषप्रद सेवा होने पर पुनः एक (1) और वर्ष के लिए बढ़ाई जा सकती है अथवा प्रतिटर्म हेतु दी गई कोयला संपलिंग की मात्रा अर्थात् 800 मिलियन टन, तीस प्रतिशत की वृद्धि के साथ, यदि कोई हो, की समाप्ति तीन टर्म तक, जो कोई भी पहले हो व कार्यविस्तार जैसा कि ऊपर कहा गया है/Contract period shall be initially for a period of two (02) Years, which may be extended for one (01) more year, subject to satisfactory service or completion of the job assigned for one year or completion of sampled quantity i.e. 800 million tonnes in a term, with 30% enhancement, if any, for three years/terms and extension as explained above.

13. बोलीदाताओं को चाहिए कि वे मूल्य बोली (प्राइसबीड- भाग-II) में अपनी दरें मांगे गए आधार पर प्राइस शेड्यूल प्रारूप पर भर कर दें। मूल्यांकन, न्यूनतम मूल्यांकित बोली (अथवा इवैल्यूएशन मैट्रिक्स के आधार पर) लोडिंग व अनलोडिंग दरें व अन्य मानदंडों पर किया जाएगा जिसका उल्लेख मूल्य निविदा में किया गया है/The Bidders are required to submit their Rates as directed in Price Schedule format. Evaluation shall be made on the LQ-1 (or based on evaluation matrix) combining both the Rates of Loading Points and Unloading points and other criteria, which has been stated in the Price Bid section of NIT.

14. कोयले और/अथवा अयस्क सैंपलिंग कार्यों से पिछले तीन वर्षों में बोलीदाता के संचित व्यवसाय की बिक्री (क्यूमलेटिव बिजनेस टर्नओवर) ₹0 100 करोड़ तथा अंतिम वित्तीय वर्ष 2017-18 में ₹0 40 करोड़ से कम नहीं होनी चाहिए। इनके प्रमाणस्वरूप पुष्टि करने वाले कागजात जिनमें ग्राहकों द्वारा कार्यों को संतोषजनक ढंग के पूर्ण किए जाने का भी प्रमाणपत्र संलग्न किए जाएँ/The bidder should have cumulative business turnover of Rs.100.0 Crore during last three financial years (03) and not less than Rs. 40.0 Crore turnover in last

financial year 2017-2018 in sampling job of Coal and/or Minerals. These have to be authenticated by supporting documents including the certificates of satisfactory completion of sampling job for the coal / and minerals along with fund transfer details from the client(s). The list of the supporting documents pertaining to the turnover should be submitted duly certified by bidder .

15. यह टेंडर, सत्यनिष्ठा अनुबंधके नियमों व शर्तों के दृढ़तापूर्वक आधीन है, जो बोलीदाता इस टेंडर व इस खरीद प्रक्रिया में भाग लेने के इच्छुक हों, उन्हें दिये गए सत्यनिष्ठा अनुबंध प्रारूप पर हस्ताक्षर कर तकनीकी निविदा(भाग-I) के साथ जमा करना होगा। जिसके जमा न होने से बोली सीधे तौर पर अस्वीकृत कर दी जाएगी और इस संबंध में कोई पत्र व्यवहार नहीं किया जाएगा/ This NIT is strictly governed with the terms and conditions of the Integrity Pact and all those bidders who are interested in participating in the tender and procurement process are required to sign the integrity pact as per given format and submit it with the techno-commercial bid (Part-I), non-submission of the IP document will lead in to summarily rejection of the bid and no further communication will be entertained in this regard.

16. इस जॉब कार्य के अंतर्गत सभी श्रम संबन्धित मामले व विवाद चयनित किए गए सेवा प्रदाता का ही दायत्व होगा, श्रम संबन्धित किसी भी मामले में सीएसआईआर-सिंफर की कोई भी जिम्मेवारी नहीं होगी। इस संबंध में संप्लिंग प्रकारिया के दौरान होने वाले कोई भी मानव या मशीनरी से संबन्धित व्यय अथवा क्षतिपूर्ति या क्षतिपूर्तियाँ चयनित सेवा प्रदाता द्वारा चुकता की जाएंगी जिसके लिए जहां जब आवश्यकता होगी चयनित सेवा प्रदाता द्वारा क्षतिपूर्ति बॉन्ड जमा किया जाएगा/All labour related issues and disputes covered under existing laws related to this job will be sole responsibility of the selected Service Provider (SP), CSIR-CIMFR will not be responsible for any labour related matter.

17. सीएसआईआर-सिंफर द्वारा लोडिंग या अन-लोडिंग साइट पर किसी भी प्रकार का कोई क्षतिपूर्ति बॉन्ड नहीं जमा किया जाएगा। यह कार्य चयनित सेवा प्रदाता द्वारा संबन्धित पार्टियों से सलाह करके किया जाएगा। इन मामलों में यदि कोई शंका या विवाद होगा तो उसे निदेशक, सीएसआईआर-सिंफर की तरफ से प्रशासक नियंत्रक/प्रशासनिक अधिकारी सीएसआईआर-सिंफर, तक पहुँचा जा सकता है/ CSIR-CIMFR will not issue any indemnity bond to the loading or un-loading sites for this purpose. Service provider will have to arrange the same in consultation with the concerned parties. In case of any doubt or dispute Controller of Administration/ Administrative Officer of CSIR-CIMFR on behalf of the Director, CSIR-CIMFR can be approached for such matters.

18. श्री आनंद दीप, सेवानिवृत्त, आईआरएस, एक्स-प्रिन्सिपल चीफ कमिशनर आफ इनकम टैक्स, कानपुर को इस मामले में एक स्वतंत्र वाहय मानीटर के रूप में संलग्न किया गया है। उनका संपर्क/मोबाइल नंबर 9044796781 है।/ Shri Anand Deep, IRS (Retd.), Ex-Principal Chief Commission of Income Tax, 117/363, H-I, Next to Gurudwara Pandu Nagar, Kanpur UP 208005 (Mobile- 9044796781) has been engaged as an independent monitor for this case.

19. निदेशक, सीएसआईआर-सिंफर को यह अधिकार है कि वह कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार/अस्वीकार कर सकता है, या उसके/ उनके क्रम को भंग कर सकता है जो

कि भाग लेने वाले सभी बोलीदातों को बाध्यकारी व स्वीकार्य होगा/The Director, CSIR-CIMFR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

भंडार एवं क्रय अधिकारी/
Stores & Purchase Officer

File No. CIMFR/PUR-14(3)2018- Pre-Bid Document

Hiring of Service Provider(s) for Services for collection, preparation, parting and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited, Singareni Collieries Company Limited and others and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih, Dhanbad & Raniganj and its Research Centres at Nagpur, Bilaspur, Ranchi quotations in two bids system.

Please Note- The Specifications, terms and conditions of this NIT will be discussed in a Pre-Bid Conference (PBC) with the bidders who will be present on 15.04.2019 at 10:30 a.m. at Barwa Road Campus, CSIR-CIMFR, Dhanbad-826001(Jharkhand) and will be finalized suiting to the requirement of the Institute after that revised NIT will be again uploaded to Institute's website www.cimfr.nic.in Interested bidders may submit their quotations in two bid system on the revised NIT.

CHAPTER 1

INSTRUCTIONS TO BIDDER (To be read carefully by the interested bidders)

Table of Contents

Sl No. Contents

- 1.1. Eligible Bidders
- 1.2. Cost of Bidding
- 1.3. Fraud and Corruption
- 1.4. Cost of Bidding Documents
- 1.5. Content of Bidding Documents
- 1.6. Clarification of bidding documents
- 1.7. Amendment of Bidding Documents
- 1.8. Language of Bid
- 1.9. Documents Comprising the Bid
- 1.10. Bid form and price schedule
- 1.11. Bid Prices
- 1.12. Bid Currencies

- 1.13. Documents Establishing Bidder's Eligibility and qualifications
- 1.14. Documents Establishing Goods' Eligibility And Conformity to Bidding Documents
- 1.15. Bid Security
- 1.16. Period of Validity of Bids
- 1.17. Format and Signing of Bid
- 1.18. Submission, Sealing and Marking of Bids
- 1.19. Deadline for Submission of Bids
- 1.20. Late Bids
- 1.21. Withdrawal, substitution and Modification of Bids
- 1.22. Opening of Bids by the Purchaser
- 1.23. Confidentiality
- 1.24. Clarification of Bids
- 1.25. Preliminary Examination
- 1.26. Responsiveness of Bids
- 1.27. Non-Conformity, Error and Omission
- 1.28. Examination of Terms & Conditions, Technical Evaluation
- 1.29. Conversion to Single Currency
- 1.30. Evaluation and Comparison of bids
- 1.31. Comparison of Bids
- 1.32. Contacting the Purchaser
- 1.33. Post qualification
- 1.34. Negotiations
- 1.35. Award Criteria
- 1.36. Purchaser's right to vary Quantities at Time of Award
- 1.37. Purchaser's right to accept any Bid and to reject any or all Bids
- 1.38. Notification of Award
- 1.39. Signing of Contract
- 1.40. Order Acceptance
- 1.41. Performance Security

A. Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all suppliers.

1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2. Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3. Fraud and corruption:

1.3.1 The purchaser requires that the *bidders* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined: “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non competitive levels; and “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4. Cost of Bidding Documents

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the **bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.**

1.5. Content of Bidding Documents

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the **invitation for bids have been divided into following chapters as under:**

Chapter 1 : Instructions to Bidder (ITB)

Chapter 2: (a) General Conditions of Contract (GCC)

(b) Special Conditions of Contract (SCC)

Chapter-3: Forms- (1) Contract form

(2) Acceptance Certificate form

(3) Performance Security form

(4) Integrity pact form (applicable if specifically mentioned)

Chapter 4 : Schedule of Requirements

Part-1 (Technical bid)

(1) Bidder’s information form

(2) Manufacturer’s authorization form

(3) Bid security/EMD form

(4) Performance statement form

(5) Specifications and allied technical details

- (6) Deviation form (technical)
- (7) Service support details form
- (8) Qualification requirements
- (9) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (10) Documents establishing goods eligibility and conformity to the bidding documents.
- (11) DGS&D registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)

Part-II (Financial bid)-

to be submitted in separate envelop with required captions/markings on it.

- (1) Financial forwarding letter
- (2) Price schedule form-
 - (a) Goods/services from abroad
 - (b) Goods/services within India
- (3) Deviation form (financial)

1.5.2 The Bidder is expected to **examine all instructions, forms, terms, and specifications** in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be **at the Bidder's risk and may result in rejection of its bid.**

1.6. Clarification of bidding documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. Amendment of Bidding Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, *while* in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

Preparation of Bids

1.8. Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical & commercial.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier. For delay in translation Institute will not be responsible and if the required translated work is not submitted in time, Director, CSIR-CIMFR may consider the deemed fit action for the concerned bid.

1.9. Documents Comprising the Bid

1.9.1 The bid prepared by the Bidder shall also include:

- (a) Bidder Information Form
- (b) Bid security as specified in the Invitation to Bids.
- (c) Service support details form;
- (d) Deviation Statement Form;
- (e) Performance Statement Form;
- (f) Manufacturer's Authorization Form.
- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (h) Bid form.
- (i) Documents establishing goods eligibility and conformity to bidding documents.
- (j) Applicable Price Schedule Form.
- (k) Valid certificate in case the items/services under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. Bid form and price schedule

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.11. Bid Prices

1.11.1 The Bidder shall indicate on the appropriate **price schedule** form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) For Goods manufactured/Services rendered within India, if applicable

(i) The price of the goods/services quoted Ex -works including taxes already paid.

(ii) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.

(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.

a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

b. The installation, commissioning and training charges including any incidental services, if any.

(b) For Goods manufactured/Services rendered by abroad suppliers, if applicable

(i) Bidders must note that-The Price of the goods quoted in the Price Bid should be provided with a clear breakup of various heads- Ex-Works, Packing & forwarding, insurance (ex-works to CIMFR Stores), shipment/airfreight, custom clearance charges & statutory levies, transportation from airport to CIMFR Stores, loading/unloading charges (if any), Installation, Commissioning including any incidental services, training, additional yearly warranty, AMC/CMC on annual basis, Agency commission, if payable then source should be clearly mentioned and any other applicable charges must be quoted as this is essential for proper price comparison. Competent Authority reserves the right to reject such bid on non-compliance.

However, CSIR-CIMFR can place the order on FCA/FOB/CIF/CIP or any other applicable INCOTERMS to the selected bidder.

(ii) The agency commission charges, if any, should be clearly specified.

(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc. Bank details are also required for opening of Letter of Credit.

1.11.3 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.11.4 Where-ever applicable if, there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.11.5 All lots and items/services must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.6 The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable as per the prevalent Government of India's orders. If IGST is applicable, the same should be clearly specified.

1.12. Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

1.13. Documents Establishing Bidder's Eligibility and qualifications

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 **The documentary evidence** of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents, if any.

(b) Bidder that doesn't manufacture the goods/provides the service, which he offers to supply **shall submit to Manufacturers' Authorization** Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods/services to quote and/or supply the goods/services.

(c) In case a bidder not doing business within India it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional tenders shall not be accepted.

1.14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.14.1 To establish the goods' and/or services' eligibility, the documentary evidence of the goods and/or services eligibility shall consist of a statement on the country of origin of the goods and/or services offered which shall be confirmed by a certificate of origin at the time of shipment or otherwise, whichever is applicable.

1.14.2 To establish the conformity of the goods and/or services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and/or services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods/services;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid, if applicable; and
- (c) An item-by-item/service component commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15. Bid Security

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for **an amount as specified in the Invitation for Bids**. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees.

The bid security, valid for minimum 45 days beyond the validity of the bid. EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser. Bid Security/EMD shall be in one of the following forms at the bidders' option, preferably in FDR-

(a) Fixed Deposit receipt pledged in favor of the Lab./Institute.

(b) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or

(c) A Banker's cheque or demand draft in favour of the purchaser issued by any Nationalized/Scheduled Indian bank.

1.15.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.

1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.

1.15.6 While Bid security (EMD) is a **mandatory requirement**, tenders without bid security will be rejected may be read with Para 1.15.9 below.

1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.15.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.

1.15.9 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Institutions, if any, are exempted from payment of BS provided *such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.*

1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.11 The bid security may be forfeited:

(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.16. Period of Validity of Bids

1.16.1 Bids shall remain valid for **minimum of 180 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17. Format and Signing of Bid

1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.

1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "**Original Bid**" and "**Copy Bid**", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.17.3 In case the bids are invited **on two-bid system**, the Bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprising all documents listed under clause relating to Documents Comprising the commercial terms, excepting price schedule. Part-II i.e., **Price Bid** shall contain the comprising of duly filled bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.

1.18 Submission and sealing of Bids

1.18. Submission, Sealing and Marking of Bids

1.18.1 The bidders may submit their duly sealed bids either by post or by hand.

1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelop.

1.18.3 In the case of **bids invited on two part basis**, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 excepting for h & j and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.18.4 (a) **The inner and outer envelopes shall be addressed to the Purchaser indicated in the SCC.**
(b) **Bear the name and address of the bidder, Tender No., due date and a warning indicating that the bid(s) should not be opened before the stipulated date the time as specified in the invitation for bids.**

1.18.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

1.19. Deadline for Submission of Bids

1.19.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.19.2 **The Purchaser may, at its discretion, extend the deadline** for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20. Late Bids/ Delayed Bids

1.20.1 Any bid received by the Purchaser after the deadline of date/time for submission of bids prescribed by the Purchaser will be rejected.

1.20.2 Such tenders shall be marked as late/ delayed and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.21. Withdrawal, substitution and Modification of Bids

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL,”** **“SUBSTITUTION,”** or **“MODIFICATION;”** and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1 The Purchaser will open all bids, technical bid or Part-1 bid in case of two bidding system, at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.22.2 First, envelopes marked **“WITHDRAWAL”** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked **“SUBSTITUTION”** shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked **“MODIFICATION”** shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.22.4.1 Bids that are received late/delayed shall not be considered further for evaluation, irrespective of the circumstances.

1.22.4.2 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.

1.23. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25. Examination of the Bids

1.25.1. The Purchaser shall examine the bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.25.2 The Purchaser shall check that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.

The following are some of the important points, for which a tender may be declared as unresponsive and liable to be ignored at initial stage or any point of time of processing:

(i) The Bid is unsigned.

(ii) The Bidder is not eligible.

(iii) The Bid validity is shorter than the required period.

(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

(v) Bidder has not agreed to give the required performance security.

(vi) The goods/services quoted are sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule and in the prescribed formats.

(viii) The tenderer has not agreed to essential condition(s) incorporated in the tender enquiry.

(ix) The tenderer fails to timely respond to query/clarification sought by the Purchaser during the tender evaluation.

(x) Bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.

1.26. Responsiveness of Bids

1.26.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, **a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions.**

A material deviation, reservation or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.26.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.26.3 If a bid is not *substantially responsive*, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27. Non-Conformity, Error and Omission

1.27.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.27.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.27.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures,

the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28. Examination of Terms & Conditions, Technical Evaluation

1.28.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.28.2 The Purchaser can seek clarification from the supplier on his bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. If needed, the Purchaser can also request for demo from the supplier without altering price bid submitted.

1.28.3 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

1.29. Conversion to Single Currency

1.29.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the **date of bid opening** in the case of single part bidding and the rates prevalent on **the date of opening of the Priced bids** in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.30. Evaluation and comparison of bids

1.30.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.30.2 To evaluate a Bid, the Purchaser may constitute a Consultancy Evaluation Committee (CEC) which will use all the factors, methodologies and criteria defined in NIT. If required, in order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the bidder. For the demonstration CSIR-CIMFR will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.

1.30.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For goods manufactured/services rendered in India (if applicable)

(i) The price of the goods quoted ex-works including all taxes already paid.

(ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.

(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

(iv) The installation, commissioning and training charges including incidental services, if any.

For goods manufactured/services rendered from abroad (if applicable)

(i) The price of the goods, quoted on **FCA (named place of delivery abroad) or FOB (named port of shipment)**, as specified in the bidding document.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission etc., if any.

(iv) The installation, commissioning and training charges including incidental services, if any.

1.30.4 (i) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Ex-works/FoB/FCA basis respectively. However, the Ex-works/FoB/FCA prices quoted by any foreign bidder shall be loaded further as under:

-Towards custom clearance, insurance, freight movements, exchange rate fluctuations etc.-statutory levies on services essentially required for smooth delivery of the consignment from Airport to CSIR-CIMFR- 20% of the Ex-works/FOB/FCA value excluding applicable rates of IGST, if any.

(ii) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

a) Towards customs duty, IGST and other statutory levies—as per applicable rates.

b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

Note: Where-ever applicable, if, there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

1.30.5 In the case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.30.6 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

1.30.7 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.30.8 The GCC and the SCC shall specify the mode of transport i.e. whether by air/ocean/road/rail.

1.31.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 1.30.

1.32. Contacting the Purchaser

1.32.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.32.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33. Post qualification

1.33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.

1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F- Award Of Contract

1.34 Negotiations

1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.35. Award Criteria

1.35.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.36. Purchaser's right to vary Quantities at Time of Award

1.36.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the contract period.

1.37. Purchaser's right to accept Any Bid and to reject any or All Bids

1.37.1 Director, CSIR-CIMFR reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.38. Notification of Award

1.38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by Speed post/registered letter or by cable or telex or fax or e mail that the bid has been accepted and a **separate purchase order** shall follow through post. **Base upon the information provided by the bidder, the Purchase order/Award letter/Contract will include acknowledgement, delivery period, Inco-term, payment terms, Indian Agency Commission, country of origin, port of shipment, port of destination, mode of dispatch, banker's details & charges, penalty, warranty, installation, commissioning & training, freight forwarder-Indian/foreigner etc.**

1.38.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.41, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.39. Signing of Contract and submission of the PBG

1.39.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/ Purchase Order/contract.

1.39.2 Within twenty-one (21) days of date of the Agreement/ Purchase Order/contract, the successful Bidder shall sign, date, and return it to the Purchaser.

1.39.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/LoI/Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.39.4 All the Bank Guarantees/Performance Bank Guarantees/Extended BG/PBGs will be verified from the issuing bank before release of any payment.

1.40. Order Acceptance/Acknowledgement

1.40.1 The successful bidder should submit Order acceptance **within 15 days** from the date of issue, **failing which it shall be presumed that the vendor is not interested and his bid security** is liable to be **forfeited** pursuant to clause 15.9 of ITB.

1.40.2 The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.41. Performance Security

1.41.1 **Within 21 days of receipt of the notification** of award Agreement/ Purchase Order/contract, the Supplier shall furnish performance security in the amount specified in SCC, **valid till 60 days after the warranty period.** Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. *The position for submission of Performance Security will be specified in the purchase order/LoI/Contract.* The BS should be kept valid till such time the PS is submitted. PS is further specified in SCC.

1.41.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.41.3 The Performance Security shall be **denominated in Indian Rupees** for the offers received for supplies within India and **denominated in the currency of the contract** in the case of offers received for supply from foreign countries.

1.41.4 In the case of imports, the PS may be submitted **either by the principal or by the Indian agent** and, in the case of purchases from indigenous sources, the PS may be submitted by **either the manufacturer or their authorized dealer/bidder**.

1.41.5 The **Performance security** shall be in one of the following **forms**, preferably in FDR:-

(a) A Fixed Deposit Receipt pledged in favour of the Purchaser.

Or,

(b) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with its operating branch in India in the form provided in the bidding documents.

Or

(c) A Banker's cheque or Account Payee demand draft in favour of the Purchaser.

1.41.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.41.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.41.8 The order confirmation should be received within 15 days from the date of notification of award. However,

the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for retendering in the particular case.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

Table of Contents

Sl. No. Clause

2.1. Definitions

2.2. Contract Documents

2.3. Fraud and Corruption

- 2.4. Joint Venture, Consortium or Association
- 2.5. Scope of Supply
- 2.6. Suppliers' Responsibilities
- 2.7. Contract price
- 2.8. Copy Right
- 2.9. Application
- 2.10. Standards
- 2.11. Use of Contract Documents and Information
- 2.12. Patent Indemnity
- 2.13. Performance Security
- 2.14. Inspections and Tests
- 2.15. Packing
- 2.16. Delivery and Documents
- 2.17. Insurance
- 2.18. Transportation
- 2.19. Incidental Services
- 2.20. Spare Parts
- 2.21. Warranty
- 2.22. Terms of Payment
- 2.23 Change Orders and Contract Amendments
- 2.24. Assignment
- 2.25. Subcontracts
- 2.26. Extension of time
- 2.27. Penalty Clause
- 2.28. Termination for Default
- 2.29. Force Majeure
- 2.30. Termination for insolvency
- 2.31. Termination for Convenience
- 2.32. Settlement of Disputes
- 2.33. Governing Language
- 2.34. Applicable Law
- 2.35. Notice
- 2.36. Taxes and Duties
- 2.37. Right to use Defective Goods
- 2.38. Protection against Damage
- 2.39. Site preparation and installation

2.1. Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (i) "Contract" means the Contract Agreement entered into between the Purchaser i.e. CSIR-CIMFR and the Supplier i.e. Service Provider(s) (SP/SPs), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(iii) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(iv) "Competent Authority" means Director, CSIR-CIMFR or his authorized representative.

(v) "Completion" means the fulfilment of the Related Services by the SP/SPs in accordance with the terms and conditions set forth in the Contract.

(vi) "GCC" means the General Conditions of Contract.

(vii) "SCC" means the Special Conditions of Contract

(viii) "Services" and Related Services means collection, preparation and transportation of coal samples as per standard Guidelines/Standing Operating procedure under the supervision of CSIR-CIMFR.

(ix) "Loading Point" means rail loading point of coal rakes at colliery sidings, Merry Go Round (MGR) System Wagon loading point, Silo /AMS points, Truck loading points, Belt loading/discharge Point, Ropeway loading point and Pipeline feeding point etc. of Coal Company as well as well as for imported coal

(x) "Unloading Point" means rail unloading point of coal rakes at power utility end, Merry Go Round (MGR) System Wagon unloading point, AMS points, Truck unloading points, Belt loading/discharge Point, Ropeway unloading point and Pipeline discharge point, etc., of Power Utility Company.

(xii) "Coal Grade" as per the Annual grade declaration made by the coal company.

(xiii) "Lot" as defined in IS-436, Part-I or FSA under the supervision of CSIR-CIMFR.

(xiv) "Consumer" means the power company to whom the coal is being supplied as per the provisions of FSA.

(xv) "Company" means Coal India Limited or any of its Subsidiaries, i.e., Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Mahanadi Coalfields Limited (MCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL) & North Eastern Coalfields (NEC), Singareni Collieries Company Limited (SCCL).

(xvi) "Thermal Power Station" means Thermal Power Stations of Govt. (NTPC) /State Power Utilities, APP, IPP.etc

(xvii) "Third Party" means the CSIR-CIMFR, Dhanbad.

(xviii) "SP"/SPs means Service Provider/Service Providers means quoting bidder/ successful bidder for providing Services/Goods to CSIR-CIMFR. The person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by CSIR-CIMFR and is named in the Contract Agreement.

(xx) "Wagons" means the Rail/MGR wagon for carrying the coal.

(xxi) "Placement" means a part or full rake placed at loading/unloading point for loading/unloading.

(xxii) "Area" means, a group of coal producing units headed by General Manager / Chief General Manager under a coal company/ Subsidiary.

(xxiii) "APP" means Association of Power Producers.

(xxiv) "FSA" means Fuel Supply Agreement.

(xxv) "Zone" means areas specified by CSIR-CIMFR for coverage of coal sampling by Technical service provider.

(xxvi) "IPP" Independent Power Producer

(xxvii) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.

(xxviii) "CSIR-CIMFR"/Purchaser means CSIR-Central Institute of Mining and Fuel Research, a constituent Laboratory/Institute of the Council situated at designated places in India as specified in SCC.

(xxix) "IP" means Integrity Pact

(xxx) "IEM" means Independent External Monitor

(xxxi) "Tenure/duration/term of the contract" means either the Contract period shall be initially for a period of two (02) Years, which may be extended for one (01) more year, subject to satisfactory service or completion of the the job assigned for sampling the quantity i.e. 800 million tonnes, as one term with 30% enhancement, if any; whichever is earlier, The duration is for three years/terms and extension as explained above.

2.2. Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Fraud and Corruption (same as contained under para 1.3)

2.4 Joint Venture, Consortium or Association

If the supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser and should have been formed at least 03 (three) years before the date of floating of the NIT.

2.5. Scope of Work and Responsibilities of SP/SPs

2.5.1 Service Provider (SP)/Service Providers (SPs) has/have to undertake the job related for collection, preparation and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited, Singareni Collieries Company Limited and others and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Raniganj, Bilaspur and Ranchi.

2.5.2 The SP/SPs, at his/their own responsibility, cost and risk, is advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparation of the Bid and entering into a contract for execution of the works. However, if required, necessary authorization letter may be issued by CSIR-CIMFR to the prospective bidders.

2.5.3 The SP/SPs shall provide all the services and relative services included in the scope of work in accordance with clause of GCC and the delivery and completion schedule as per SCC clause relating to delivery and document.

2.5.4 Though the contract period shall be initially for a period of two (02) years from the date of accepting the LoI, which can be extended to one (01) more year subject to satisfactory completion of the job. It is clarified the contract period will be governed by the year or completion of the job whichever is earlier.

2.5.5. Prices charged by the SP/SPs for undertaking the services and relative services to be performed under the contract shall not vary from the prices quoted by the SP/SPs in its/their Price Bid(s).

2.5.6 All labour related issues and disputed covered under existing labor laws related to this job will be sole responsibility of the selected Service Provider (SP), CSIR-CIMFR will not be responsible for any labour related matter.

2.5.7 CSIR-CIMFR will not issue any indemnity bond to the loading or unloading sites for this purpose. TSP will have to manage the same in consultation with the concerned parties.

2.5.8 Whenever any document related to the compliance of the awarded job is sought by CSIR-CIMFR, SP/SPs will be submitting the same to the Competent Authority in time.

2.5.9 The SP/SPs shall not, without the CSIR-CIMFR's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.5.10 The SP/SPs shall not, without the CSIR-CIMFR's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.5.11 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.5.12 The Service Provider shall not sub-let/sub-contract, transfer or assign the contract or any part thereof.

2.5.13 The responsibility of the Service Provider(s)(SP) in respect of the payment to its employees will be its own and absolute. The SP shall at all times indemnify CSIR-CIMFR against any claim or demand arising out of any short payment or in connection with any disputes arising between the SP and its work force. The workmen so deployed by the SP for the execution of the job shall have no right for employment in CSIR-CIMFR.

2.5.14 CSIR-CIMFR, on Termination of contract, shall have the powers to carry out the incomplete work by any means at the risk and cost of the Service Provider. Any expenditure incurred or to be incurred by the CSIR-CIMFR for completion of the work or part of the work left behind unexecuted by SP and got executed at the cost and risk of SP or the loss or damage suffered or likely to be suffered by CSIR-CIMFR as aforesaid of due credit will be recovered by CSIR-CIMFR from the amount due to SP after adjustment.

2.5.15 Service Provider (SP) shall issue I.D Cards at his own cost to the personnel deployed by the TSP for the said job. They shall be duty bound and have to wear Identity Cards, issued by the TSP all the time.

2.5.16 SP shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and other applicable laws. Before commencement of the work, a copy of which he shall submit to CSIR-CIMFR. The SP shall continue to have a valid license till the completion of work.

2.5.17 All disputes arising out of this contract in respect of the personnel deployed by the SP with regard to their salaries/wages or any other matter connected with their service conditions is solely and wholly the responsibility of the SP. The CSIR-CIMFR will be free from all encumbrances either from the Govt. or from any other sources.

2.5.18 Personnel engaged by the SP shall be deemed to be sole employees of the SP in all circumstances and they have no right to claim for any compensation or regular appointment in CSIR-CIMFR and CSIR-CIMFR doesn't own any responsibility whatsoever either for their absorption/regularization/continuation of engagement explicitly/implicitly.

2.5.19 Service Provider (SP) shall, at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CIMFR and shall comply with the statutory provisions like

Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Mines Act, 1952. The Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Child labour (Prohibition & Regulation Act 1986, Maternity Benefits Act 1961 and/or any other Rules/regulations and/or statues that may be applicable to them.SP shall further keep CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury etc.

2.6 Terms of Payment

2.6.1 Payments shall be made by CSIR-CIMFR on Quarterly basis following financial year (From April to March) after fulfilling all the terms and conditions of the purchase/work order with supporting documents within 30 days, after receipt of bills duly certified by the authorized representatives of CSIR-CIMFR. Bills (in triplicate) shall be prepared by the SP on quarterly basis supported by required documents as given in Clause 3.5. The payments will be released as per certified quantity of coal dispatched by both the coal company and power utilities for loading end and by power utilities only for unloading end. If any difference is found in certified quantities, SP should sort out the issue by getting confirmation of the actual tonnage by both the coal company and power utilities. In case of any diversion of the rakes/trucks, the same is to be verified and reported to CSIR-CIMFR by the SP. Based on this, the payment will be released to SP.

2.6.2 Income Tax shall be deducted at source from the bills of the SP as per the provisions and other Taxes, Levies if any applicable as per statutory provisions will be deducted.

2.7 Penalty clause:-

2.7.1 Subject to GCC Clause on Force Majeure, if the SP fails to perform the Services within the period(s) specified in the Contract, CSIR-CIMFR shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price unperformed Services or contract value for each work or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, CSIR-CIMFR may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC also indicates the basis for ascertaining the value on which the penalty shall be applicable.

2.8. Suspension or Termination of Contract:

2.8.1 CSIR-CIMFR may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the SP, terminate the Contract in whole or part. CSIR-CIMFR, reserves the right to suspend or terminate the contract at any point of time which will come into effect in any of the following cases.

- (i) If CSIR-CIMFR finds any difficulty statutorily or for reasons beyond its control, including force majeure in continuing the work under the contract.
- (ii) If the SP defaults at any time in proceeding with the work with due diligence or otherwise and continues to do so, after giving 15 working days' notice in writing by the competent authority or his authorized representative. If the SP commits default in complying with

any terms and conditions of the contract and does not rectify it or fail to take effective step to rectify it within 15 working days, after receipt of notice in writing as above.

- (iii) If the SP at any time offers or gives or agree to give to any person of CSIR-CIMFR or to any other person on its behalf, any gift or consideration of any kind as an indulgence or reward for doing or for hearing to do or having done or forbore to do any act in relation to the obtaining or execution of this or any other contract from the CSIR-CIMFR.
- (iv) The SP if voluntarily proceeds for liquidation or the honourable Court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the shareholders shall be appointed or circumstances shall arise which entitle the court or shareholder to appoint a receiver or manager.
- (vi) If the SP assigns, sub contract or attempts to assign, transfer or sub contract the entire work or any portion thereof ,CSIR-CIMFR, may without prejudice to any other right, can cancel the contract wholly or only such part of the work in default by the Service Provider.
- (vii) Wilful neglect, insubordination or disobedience by the SP or its employees, the orders of the competent authority or its authorized representative pertaining to safety or any other matter relating to the execution of the work in / under the contract.
- (viii) Failure on the part of the SP, to arrange the requisite consumable items, tools and tackles etc at site and / or failure to start the work on the stipulated dates / or if it is found that the system of payment to the Labourer and staff is not satisfactory and is likely to cause unrest.
- (ix) In the event of non-compliance of Standard Sampling Processes, the SP shall be made liable for any penalties/losses caused to CSIR-CIMFR.
- (x) During the suspension period CSIR-CIMFR is entitled to get the work done from a party of their choice at SP's risk and cost.

In the event CSIR-CIMFR terminates the contract in whole or in part, the institute may take recourse to any one or more of the following action:

- a) Performance Security will be forfeited;
- b) CSIR-CIMFR may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the SP shall be liable for all available actions against it in terms of the contract.
- c) However, the SP shall continue to perform the contract to the extent not terminated.

2.9. Termination for Insolvency:

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

2.10. Termination for Convenience:

2.10.1 CSIR-CIMFR, by written notice sent to the SP, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for CSIR-CIMFR's convenience, the extent to which performance of the SP under the contract is terminated, and the date upon which such termination becomes effective.

2.11. Force Majeure :

2.11.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default, the SP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.11.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the SP that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the SP. Such events may include, but not be limited to, acts of the CSIR-CIMFR in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, earthquakes, war, lockouts, mishaps at sites and non-placement/operation of Trucks/Conveyor Belt/Ropeway etc.

2.11.3 If a Force Majeure situation arises, the SP shall promptly notify the CSIR-CIMFR in writing of such conditions and the cause thereof **within 48 hours of its occurrence**. Unless otherwise directed by the CSIR-CIMFR in writing, the SP shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.11.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 15 days, SP may at its option terminate the contract without any financial repercussions on either side.

2.11.5 If due to Force Majeure the sampling/preparation, etc. job is stopped, the Service Provider (SP) will have no financial claim to CSIR-CIMFR.

2.12. Settlement of Disputes :

2.12.1 CSIR-CIMFR and the SP shall make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

2.12.2 If, after twenty-one (21) days, the parties fail to resolve their dispute or difference by mutual consultation, then either CSIR-CIMFR or the SP may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/services under the Contract.

2.12.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

If any dispute or difference arises between CSIR-CIMFR and SP as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there-under for the time being in force.

- a) The language of arbitration proceedings will be English only.
- b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

2. Clause 2.13 The venue of arbitration will be at Dhanbad. If Competent Authority permits it can be shifted to New Delhi.

2.13.1 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) CSIR-CIMFR shall pay the TSP any money due to them.

2.13. Governing Language:

2.14.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only. If original documents are in other than English, the quoting Service Provider will submit the translated documents in English at his own cost.

2.14. Applicable Law:

2.15.1 The Contract shall be written in English language which shall govern its interpretation & interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.16. Taxes and Duties:

2.16.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final work. The required TDS (both Income tax & GST) will be made as per the prevalent rate of GOI.

2.15. Variation in Quantities:

2.17.1 CSIR-CIMFR, reserves the right during the contract to increase or decrease the quantity of services originally specified in the Schedule of Requirement without any change in unit price or other terms & conditions. Further, at the discretion of CSIR-CIMFR, the quantities in the contract may be enhanced by a maximum of 30% within the contract period. The PBG shall be enhanced accordingly.

2.16. Amendment Clause:

2.17.1 Contractual Terms & conditions can be amended on mutual agreement within the NIT

framework, if needed.

2.17. RISK PURCHASE:-

2.18.1 If the progress of the work or of any portion of the work is unsatisfactory, the competent authority, after giving the SP 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the TSP with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the competent authority of CSIR-CIMFR for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the TSP. However, when this clause is involved, penalty will not be applicable".

2.19. Compliance and Fulfilment of Labour laws (SP's own responsibility).

2.19.1 The responsibility of the Service Provider (SP) in respect of the payment to its employees will be its own and absolute. The SP shall at all times indemnify CSIR-CIMFR against any claim or demand arising out of any short payment or in connection with any disputes arising between the SP and its work force. The workmen so deployed by the SP for the execution of the job shall have no right for employment in CSIR-CIMFR.

2.19.2 CSIR-CIMFR, on Termination of contract, shall have the powers to carry out the incomplete work by any means at the risk and cost of the SP. Any expenditure incurred or to be incurred by the CSIR-CIMFR for completion of the work or part of the work left behind unexecuted by SP and got executed at the cost and risk of SP or the loss or damage suffered or likely to be suffered by CSIR-CIMFR as aforesaid of due credit will be recovered by CSIR-CIMFR from the amount due to SP after adjustment.

2.19.3 SP shall issue I.D Cards at his own cost to the personnel deployed by the SP for the said job .They shall be duty bound and have to wear Identity Cards, issued by the SP all the time.

2.19.4 SP shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and other applicable laws. Before commencement of the work, a copy of which he shall submit to CSIR-CIMFR. The TSP shall continue to have a valid license till the completion of work.

2.19.5 All disputes arising out of this contract in respect of the personnel deployed by the SP with regard to their salaries/wages or any other matter connected with their service conditions is solely and wholly the responsibility of the SP. The CSIR-CIMFR will be free from all encumbrances either from the Govt. or from any other sources.

2.19.6 .Personnel engaged by the TSP shall be deemed to be sole employees of the SP in all circumstances and they have no right to claim for any compensation or regular appointment in CSIR-CIMFR and CSIR-CIMFR doesn't own any responsibility what so ever either for their absorption/regularization/continuation of engagement explicitly/implicitly.

2.19.7 SP shall, at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CIMFR and shall comply with the statutory provisions like Contract Labour (Regulation & Abolition) Act. 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Mines Act, 1952. The Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Child labour (Prohibition & Regulation Act 1986, Maternity Benefits Act 1961 and/or any other Rules/regulations and/or statues that may be applicable to them. SP shall further keep CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. SP's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws of rules framed there under or any of these, the CSIR-CIMFR shall be entitled to recover of the such losses

or expenses from the SP's payments, which it may have to suffer or incur on account of such claims, demands, loss or injury. The SP is fully responsible to observe the above laws as amended from time to time in regard to their employees and compensation and other benefits & risks in relation to employees to be engaged by them.

2.19.8 The SP shall be required to maintain the records like attendance register / rolls / all other requisite records within the working premises, which will be furnished and will be made readily available for inspection and checking by the authorized officers of CSIR/CSIR-CIMFR/ labour authorities.

2.19.9 Safety Regulations: The SP shall be responsible to take all precautions to ensure the safety of all the equipment, persons, public & private property.

2.19.10 The SP shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-CIMFR.

2.19.11. The Security money so deposited by SP shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the SP and /or loss/damage, if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the SP.

2.19.12. All the required training (to the deployed man power) including VTC, MVT etc. for the work of collection and preparation of coal samples at Loading and Unloading points will be sole responsibility of TSP.

2.19.13 CSIR-CIMFR shall not be liable or responsible for any loss of the SP towards idleness of the work force, personnel, tools & tackles, deployed by the SP for performing the contract for any period during the tenure of the contract.

2.20 Integrity Pact

As per directive of the CVC all organizations including CSIR labs./institutes have to adopt an Integrity pact(IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the buyer i.e. CSIR or its Labs./institutes, would be competent to participate in the bidding. IP also envisages Independent External Monitor (IEM)/ Panel of Independent External Monitors (IEMs) which shall be provided /recommended by CSIR/its labs and institutes & approved by CVC. The model format of integrity pact (IP) is at attached with the Techno-commercial document.

Shri Anand Deep, IRS (Retd.), Ex-Principal Chief Commission of Income Tax, 117/363, H-I, Next to Gurudwara Pandu Nagar, Kanpur UP 208005 (Mobile- 9044796781) has been engaged as an independent monitor for this case.

2.21 Discretion of Director, CSIR-CIMFR

2.21.1 The Director, CSIR-CIMFR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

CHAPTER-3

3.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 3.1.1 The CSIR-CIMFR Address is: **THE DIRECTOR, CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH (CIMFR), BARWA ROAD, DHANBAD -826015, JHARKHAND, INDIA.**

SCC 3.2.1 For notices, the **CSIR-CIMFR's address is-**

Kind Attention: **STORES AND PURCHASE OFFICER**

Address for correspondence: **CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, BARWA ROAD, DHANBAD- 826015 (JHARKHAND) INDIA.**

Telephone: **03262296030**

Electronic mail address: spo.cimfr@rediffmail.com/spo.cimfr.nic.in

3.3 BID PRICES:

3.3.1 The bidder shall quote zone-wise rates for each of the estimated quantity from loading and unloading points as given in Price schedule form. The Zone for which rate has not been quoted; the rate column should be properly crossed. Each zone shall constitute separate contract and separate agreement will be required to be executed. The bidder may quote rate for more than one zone. Corrections, if any, shall be made by crossing out, putting signature initials/ date and rewriting.

3.3.2 The rates quoted by the bidder shall be fixed for the duration of the contract.

3.3.3 The offer / quoted rate should not be conditional. The conditional offer will not be accepted.

3.4. Signing of Integrity Pact :

3.4.1. Bidders are required to unconditionally accept the "Integrity Pact (IP)"

(Executed on Non-Judicial Stamp paper of Rs.100/-) as per Annexure-III, and submit the same duly signed on all pages by the Bidder's authorized signatory along with the bid. The Integrity Pact (IP) is to be submitted along with Technical Bid.

3.4.2. In case of any grievance, bidders may approach Independent External monitor (IEM).

Name of the Independent External Monitor (IEM) for this tender is as follows:-

Shri Anand Deep, IRS (Retd.), Ex-Principal Chief Commission of Income Tax, 117/363, H-I, Next to Gurudwara Pandu Nagar, Kanpur UP 208005 (Mobile- 9044796781)

3.5. Documentation and Submission of samples :

- 3.5.1 Coal samples (from loading and unloading points) along with relevant documents and records of each consignment/lot (rake/truck) as mentioned below shall be delivered to CSIR-CIMFR Digwadih Campus, Dhanbad , Raniganj and Research Centres at Bilaspur, Nagpur and Ranchi, within 06 (Six) days/08 (Eight days) whichever applicable, from the date of preparation of samples.
- i) Name of the Coal Company/Area.
 - ii) Name of the Colliery.
 - iii) Name of the Siding.
 - iv) Date of loading/unloading R. R. No. & date.
 - v) Date and time of sampling.
 - vi) Name of the consignee and destination including rake/truck diversion, if any.
 - vii) No. of wagons /trucks placed (Identification no.)
 - viii) Total no. of wagons/trucks identified from which samples were drawn for each source (if there is more than one source).
 - ix) Date and time of submission of samples and related documents as per Annexure-II.

The format containing the above information, duly signed by authorized persons shall be maintained in the register as per the Annexure-II. However the details in the proforma prescribed in Annexure-II shall be prepared and sent to CSIR-CIMFR along with a certificate of quantity handled for coal sampling by Coal Companies and Power Utilities for loading end and by Power Utilities for unloading ends for adjustment of the bill(s) based on actual sampled quantity of coal.

3.6.2. The bidder /SP shall have to submit a monthly report of sampling to designated person of CSIR-CIMFR.

3.7. Condition for penalty:

- 3.7.1 No rakes should be allowed to be left un-sampled. In case of any rake/consignment goes un-sampled due to the failure of the SP, double the rate of sampling charges (as quoted by SP) shall be imposed on un-sampled quantity on the SP.
- 3.7.2 The samples shall be submitted **within 6 (Six) days of sample preparation for the site located within 500 km from research centre and 08 (eight) days of sample preparation for the site located beyond 500 km from research centre from loading/unloading ends to CSIR-CIMFR Research Centre or its authorized** representative. In case of delay beyond six (06) days/ 08 (days), following penalties shall be imposed as **per clause No.3.8**on payable amount of the SP on quantity of coal covered by those gross/final samples at loading/unloading end.

3.8 Rate of Penalties:

Sl. No.	Delay in no. of days beyond (six/eight days) the time schedule mentioned below	%age of penalty of sampling bill	Remarks
1	Up to 2 days	10%	On failure of submission of samples and related documents the penalty
2	>2 to 5 days	30%	
3	>5 to 8 days	50%	

4	>8 days & above	80%	will be imposed on TSP on corresponding quantity of coal sampled (applicable for both loading or unloading end).
---	-----------------	-----	--

3.8.1 The delays may also be inter-alia considered as cause for termination of contract. However, CSIR-CIMFR may waive off imposition of penalty in part or full provided they are satisfied with the justification put forward by the TSP to justify that delay is not directly attributable to the TSP.

3.9.0. PERFORMANCE SECURITY: The Successful TSP shall have to deposit Performance Security at the rate of 10% of Contract Value as below:

3.9.1 (i) **Within 21 days of receipt of the notification of award Agreement/ contract, the TSP shall furnish a, Performance Security of 5% of annual contract value valid till 180 days beyond the Contract period.**

(ii) **5% will be deducted from each running bill towards performance security**, till it reaches 10% of total value. In case the work exceeds the awarded value/quantity, then 10% will be deducted from the respective running bill towards P.S.

3.9.2 The Performance Security shall be **denominated in Indian Rupees** only. No interest shall be payable on Performance security deposit.

3.9.3 The **Performance security** shall be in one of the following **forms**:

(a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India **in favour of Director, CSIR-CIMFR, Dhanbad.**

Or

(b) A Banker's cheque or Account Payee Demand Draft **in favour of Director, CSIR-CIMFR, Dhanbad.**

Or,

(c) A Fixed Deposit Receipt pledged **in favour of Director, CSIR-CIMFR, Dhanbad.**

Or

(d) Any other modality approved by the Competent Authority of CSIR-CIMFR

3.10. REFUND OF PERFORMANCE SECURITY: -

3.10.1. The Refund of Security Deposit will be subject to CSIR-CIMFR's right to deduct / appropriate its dues against the SP under this contract. On completion of the entire work and certified as such by competent authority after six months from the date of completion of work.

3.10.2. The Security deposit will be refunded to the SP if the contract is completed to the satisfaction of CSIR-CIMFR. If the CSIR-CIMFR incur any loss or damage on account of breach of any clause of this contract or any other amount arising out of contract become payable by the SP then CSIR-CIMFR, may appropriate the whole or part of the security deposit and any such appropriated amount will not be refunded to the SP.

3.10.3. Performance security will be refunded back to the Service Provider, after six months of receipt of his final bill after it duly performs and on completion of all such obligations under the contract in all respect. No interest shall be payable on Performance Security.

Zones/ Research Centres/ Campus	CIL Subsidiaries, SCCL , imported coal & others and Power utilities to be covered for coal sampling	Number of loading and un-loading sites (Approx.)	Quantity to be sampled annually at loading and un-loading sites. However, the quantity at both the sites may vary. (Approximate quantity in Million Ton per annum per Zone)
--	--	---	---

CHAPTER-4

(Schedule of Requirement)

- 4.1.1. Scope of Work:** Services in collection, preparation directed by CSIR-CIMFR (BIS-IS:436 or FSA) and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited, SCCL and others to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Bilaspur and Ranchi & Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih, Raniganj and its Research Centres at Nagpur, Bilaspur and Ranchi. Detailed documentation and specification of coal samples collected and being supplied to various consumers in power sectors by Rail / Road / MGR, etc. is also to be furnished.
- 4.1.2 Quantity to be sampled: Estimated 800 Million Metric Tonnes per year or completion of job per term, if needed thirty percent can be increased by the Competent Authority (The quantity may vary according to actual requirement) for a period of three years or terms whichever is earlier.

Digwadih Dhanbad including Raniganj	BCCL, NCL, ECL, Part of CCL (Dhori, B&K and Kathara areas) and power utilities covered by this zone	130	300 MT
Ranchi	MCL, Part of CCL(NK, Piparwar, Barkasyl, Argada, Kujju, Rajrappa, Hazaribagh) and power utilities covered by this zone	60	150 MT
Bilaspur	SECL, NECL and power utilities covered by this zone	60	175 MT
Nagpur	WCL, SCCL and power utilities covered by this zone	60	175 MT

4.1.3 Minimum four (4) manpower along with a supervisor must be present at site during collection and minimum two (2) manpower along with a supervisor must be present at site during preparation of the samples at every (loading or unloading) site.

CSIR-CIMFR will be providing the required training to the manpower of the selected SP for the work of Collection and preparation of coal samples at Loading and Unloading points.

4.1.4 Collection, preparation, parting and transportation of the samples will be supervised by CSIR-CIMFR

4.1.7. The SP will be required to provide all the consumables items of his own expenses which may include

--high density polythene bags with sealing tags for all samples,

--bar-code printing for all samples on high quality stickers at four CIMFR units at Digwadih, Raniganj, Ranchi, Bilaspur and Nagpur

--high quality plastic bottle for referee sample with hologram and unique ID

--local transport arrangement for the safety of samples from sampling site to preparation and storage sites.

--providing safety kit and proper dress to all samplers and supervisors deployed for duty.

4.1.8 Signing of indemnity bond for samplers and supervisors will be issued by SP with the concern parties.

4.1.9 All labour laws related issues and disputes including payment, wages, bonus, ESIC, EPF, etc. will be dealt by the SP and CIMFR will not be responsible for these. SP will be submitting an undertaking of above effects along with the submission of his bills each time.

4.1.10 SP is required to submit the tonnage certificate duly signed by coal companies and power companies on monthly basis and the same will be attached in his invoice.

4.1.11 **Referee Sample** shall be retained in double sealed condition (under locked container/Almirah) duly signed by the representative of coal supplying Company and the representative of Power Utility along with the signature of CSIR-CIMFR representatives and kept in safe custody at the loading point by the CSIR-CIMFR for 15 days after reporting of the results even if the sample analysis is not protested. The referee sample will be destroyed after 15 (Fifteen) days. The unloading end samples will be kept at unloading end with the signature of representative of Power Utilities and CSIR-CIMFR in same manner.

- 4.1.12 SP will have ensure proper sealing of the samples, locking of windows and doors of storage rooms including almirah/lockers. Godrej make locks have to be provided by SP. Suitable sealing materials like kite paper and fevicol are to be provided by SP.
- 4.1.13 Service Provider will support CSIR-CIMFR team in preparation of TM sample and determination of total moisture (TM) at site as per relevant IS procedure.
- 4.1.14 The SP will be allowed to utilize the existing sample preparation facilities/machineries and testing equipment of the coal company at loading end and of Power Utilities at unloading end. All the consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be supplied by the SP, including sufficient man power **as per the clause 4.1.3.**
- 4.1.15 Collection and preparation of samples by the SP will be witnessed by Coal Company, Power Utility and CSIR-CIMFR representative at loading end and by Power Utility and CSIR-CIMFR representative at unloading end, however if they are not present the work will be done by SP.
- 4.1.16 Prepared sample will be transported by the TSP to respective CSIR-CIMFR Research Centres in tamper proof manner.

4.2. DESCRIPTION OF JOB:

The detailed job descriptions of the work (Collection, Preparation, parting and transportation of samples) has been given below. However, All the above activities of collection and preparation of samples of loading point will be performed by the appointed SP in the premises /loading point /laboratories of the area/unit of concerned coal company and all the above activities of collection and preparation of samples of unloading point will be performed in the premises /unloading point /laboratories of the unit of concerned power utilities.

4.2.1 The details of Documentation of Sample: As per the Annexure –II.

4.2.2 The SP has to ensure safe transportation of collected samples in vehicle from loading/unloading sites to respective sample preparation labs/storage rooms at their own cost.

4.2.2. In case the requisite facilities, machineries, laboratories are not available and / or inadequate at the loading/unloading ends, the SP will prepare the samples as per the instruction of CSIR-CIMFR. The transportation facility for this purpose has to be provided by the SP at their own cost.

4.2.3 The laboratory equipment and related infrastructures provided by the coal company/power utilities for coal sampling should be properly used by the SP and avoid mishandling of the machineries / equipment. It will be obligatory on the part of SP to hand over the machineries / equipment in proper running condition after close of the contract.

4.2.4 In case of breakdown on equipment for more than 24 hrs, arrangements will be made for manual sizing up to 3.35mm.
The quantities given in the “Schedule of Quantities” (Annexure-I) are only indicative which may vary in course of actual execution of work.

4.3. TERMS AND CONDITIONS FOR SAMPLING AT LOADING POINTS AND UNLOADING POINTS:

4.3.1 Representatives of CSIR-CIMFR, Coal Company and power stations shall have the right to witness SP’s work and make observations, if necessary on the work of sampling at loading end

and representatives of CSIR-CIMFR and power stations shall have the right to witness and make observations, if necessary on the work of sampling at unloading end.

4.3.2 The SP shall make its own arrangement to know well in advance the time of placement of rake(s)/trucks at loading/unloading points for loading/unloading so as to ensure timely sampling of the entire coal in the consignment /lot (rakes/trucks). Sampling may have to be carried out any time during day and night on all days as per wagons/ trucks placement. For this purpose, the SP shall have to keep adequate manpower round the clock for sampling of coal of the rakes/ trucks placed loading/unloading points. In case the AMS is not in operation the samples shall have to be collected manually.

4.3.3 Samples shall be drawn from every placement consignment/rake /MGR-wise.

4.4.Detailed modalities for Sampling

4.4.0 Modalities for collection, handling, storage and preparation of samples:

A. 4.4.1. General

Sample shall be collected source wise, grade-wise and power station /consumer-wise at loading and unloading ends, this will be under the supervision and guidance of CSIR-CIMFR team

- a) Sample shall be collected, packed and transported in such a manner so as to make these tamper proof to the satisfaction of Coal Company, Power Utility and CSIR-CIMFR.
- b) Name the colliery / siding / power station, date of collection and other identification details (eg. Rake no. in case of rail supply) shall be maintained in a register and a proper code number shall be assigned for each sample for identification and reconciliation of results.
- c) Laboratory samples will be prepared as per the guidance of CSIR-CIMFR.

B PROCEDURE FOR SAMPLING OF COAL FROM RAKES/TRUCKS/OTHERS AT LOADING/UNLOADING POINTS

B1.1 COLLECTION OF SAMPLES FROM LOADED WAGONS:

Sample shall be collected from the loaded wagons at the loading/unloading point as per procedure given below:-

- a) In case of dispatch by Rail each rake (source wise, grade wise and Power Station/consumer wise) of Coal supplied/received from one Delivery /Receiving Point (Loading and unloading) shall be considered as a Lot for the purpose of sampling.
- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Power Station wise) loaded/received from the respective Delivery/receiving Point during the day shall be pooled together and shall be considered as a lot for the purpose of sampling.
- c) Each rake shall be divided into sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. The number of sub lots shall be determined as per existing FSA between coal company and power utility:

No. of wagons in the rake	Number of sub lots
Up to 30 wagons	4

>30 wagons up to 50 wagons	5
>50 wagons and above	6

- d) From each of the sub- lots one wagon each shall be selected as per random table in IS: 436 (Part I/Section I) 1964 or its latest version for collection of increments- this will be under the supervision of CSIR-CIMFR
- e) In each wagon selected for sampling, the sample will be drawn from the spot in a manner so that if in one wagon the sample is collected at one end, in the next wagon the spot will be in the middle of the wagon and in the third wagon at the other end and this sampling procedure will be repeated for subsequent wagons.
- f) Before collecting the samples, the spot will be leveled and at least 25 cm of Coal surface shall be removed/scrapped from the top and the place will be levelled for an area of 50 cm by 50 cm.
- g) About 50 kg of sample shall be collected from each selected wagon in the rake of a source by drawing 10 increments of approx. 5 kg each with the help of shovel/scoop.
- h) Any stone/shale of size more than 250mm shall be removed/discarded, however all stones/ shale of size less than (-) 250mm shall form part of the sample collected.
- i) Source wise, grade wise and Power Station wise Samples collected from all the selected wagons in a rake shall be mixed (grade wise/source wise/Power Station wise) separately to form Gross Sample accordingly.
- j) Item (d) to (g) above shall be applicable for Coal supplied in box wagons as well as BOBR wagons where there is no live overhead traction line.

In case of having live overhead traction line, the parties shall ensure that the power supply in the overhead traction is switched off to facilitate collection of samples from BOX / BOBR wagons pursuant to points (d) to (g) above.

C1.1 COLLECTION OF SAMPLES OF COAL DESPATCHES BY ROAD:

Sample shall be collected from the loaded trucks at the Loading/unloading Point as per procedure given below:-

- a) Sample shall be collected source wise, grade wise and Power Station/Consumer wise on daily basis during a day i.e. 0.00 Hr. To 0.00Hr. of the following day.
- b) The first truck for sampling on a day shall be selected randomly from the first eight trucks placed for loading/unloading Every eighth (8th) truck there after shall be randomly selected for sampling by SP.
- c) The spot at the top of the truck will be levelled and at least 25 cm of Coal surface shall be removed/ scrapped from the top and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.
- d) About 30 kg of sample shall be collected from each truck by drawing 6increments of approx. 5 kg each with the help of shovel/scoop.
- e) All the samples collected from every 8thtruck shall be mixed together source wise, grade wise and Power Station/Consumer wise to form a Gross Sample.
- f) Any stone/shale of size more than 250 mm shall be removed/discarded, however all stone / shale of size less than 250mm shall form the part of the sample collected.

D1.1COLLECTION OF SAMPLES FROM CONVEYOR BELT /ROPEWAYS

Sampling of coal dispatched by conveyor belt /ropeways;

- i) In case of supply by conveyor belt / ropeways sample shall be collected in increments of full cross section and thickness of the stream in one operation in a regular interval of time as mutually decided by both CSIR-CIMFR and concerned parties at loading and unloading point and lot shall consist of samples so collected during a day i.e. 0.00 Hr. to 0.00 Hr. of the following day.

- ii) Before collecting the increments, the speed of the ropeways & conveyor and quantum of material passing a certain point in a given time shall be ascertained so that an appropriate spacing of time between increments may be arranged over the whole of the lot.
- iii) If it is practicable to stop the ropeways & conveyor belt periodically, increment may be collected from the whole cross section of the stream by sweeping the whole of the coal lying between the sides of a suitable frame placed across the ropeways & conveyor belt. The frame should be inserted in the coal until it is in contact with the belt/bucket across its full width.
- iv) Minimum 150 Kgs of samples to be collected for daily Gross Sample.
(Note – In case of sample collected through AMS, The TM samples will be drawn from loaded wagons.)

4.5.0 PREPARATION OF COLLECTED SAMPLES:

Preparation of laboratory sample: (As per relevant IS Specification under the guidance and supervision of CSIR-CIMFR). **Technical speciality will be taken care by CSIR-CIMFR**

- 4.5.1 The Gross Sample collected will be divided into two portions. One portion (one fourth of the Gross Sample) called Part-I, will be used for analysis of Total Moisture and the other portion (three fourth of the Gross Sample) called Part-II for determination of moisture and GCV on Equilibrated basis.
- 4.5.2 The Part-II Sample shall be reduced to 3.35 mm/ or 212 micron sample on the date immediately following the date of collection. The final samples will be divided into four parts viz. Part -1 CSIR-CIMFR, Part-2 Coal Company, Part-3 Power utility and Part-4 Referee sample.

Referee Samples shall be kept under the seal of CSIR-CIMFR in the safe custody. The Referee sample will be destroyed after 15 days from the date of submission of analysis results if no complaint is received.

- a) The Gross Samples for each Delivery/Receiving Point shall be separately crushed to (-) 50mm by mechanical means, mixed thoroughly, coned and quartered and further processed as per IS-436 (Part -1 Section-1)(1964) or its latest version at the time of loading/unloading or as per FSA.
- b) All tools and tackles, plastic coated envelop, Godrej lock, kite paper, Fevicol, plastic bags, sealing compound and other items required for collection, preparation and storage of the sample should be of standard quality and shall be provided by the SP.
- 4.5.3 TSP should identify grade-wise / Colliery-wise wagons numbers at the time of taking sample at loading/unloading point to facilitate "lot-wise" collection of gross sample.
- 4.5.4 The TSP shall prepare colliery-wise, rake-wise, grade-wise and power station wise reports showing therein the quantity sampled in detail for each calendar month based on loading and unloading date and deliver copies to competent authority or his authorized representative of CSIR-CIMFR within 15th day of the next month failure to which his performance will be reviewed.

4.6.0 Total Moisture Sample will be prepared as per FSA Between Coal Company and Power Utility or IS Method.

CHAPTER -5

5.1.0 Pre-Qualification/Eligibility Criteria,

The Bidders should fulfil the following criteria to be eligible to participate in the bidding for the required schedule of work.

5.1.1. **Financial Capabilities:** The Bidder shall furnish documentary evidence that it meets the following financial requirements.

(A) The bidder should have cumulative business turnover of Rs.100.0 Crore during last three financial years (03) and not less than Rs. 40.0 Crore turnover in last financial year 2017-2018 in sampling job of Coal and/or Minerals. These have to be authenticated by supporting documents including the certificates of satisfactory completion of the job from the client(s).

(B) Certified Copy of service Tax registration and Service Tax / GST return for last Three years.

(C) Certified Copy of Bank statement of the Bidders for last (03)three financial years.

(D) Audited Balance Sheet of Bidders for last (03)three financial years.

5.2. **Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements.**

5.2.1 The bidder should have legal right to operate in India

5.2.2 Experience in sampling work of coal involving bulk dispatch by Rail/Road/Sea during last Three years should be submitted as per the following table:

Sl. No	(i)	(ii)	(iii)	(iv)
	For whom the bidder worked	Order No. Date & Year	Order value	Quantity handled

5.3. The Bidder should be a Reputed Service Provider or Authorized Indian Agent/representative of foreign Principal. The prescribed Principal's Authorization Form must be enclosed with the technical bid.

5.4 The Hiring of Service will be made directly from the Original Service provider or their authorized agents/representative. It shall not be bought from the sub-agents/representative.

5.5 One Service Provider can submit only one Bid. The Principal or their authorized Agent can participate for this particular bid and not both of them. Two different companies of same parent group also cannot participate individually for tender.

5.6.1. To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in this tender.

5.7.1. SP shall have to provide tools and tackles, consumable items (including bar-code printing for all samples on high quality stickers at 4 labs at Digwadih, Raniganj,Ranchi, Bilaspur and Nagpur and bottle for referee sample with hologram and unique ID), manpower and transport arrangement wherever required etc. with proper supervision arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates/Diploma holders. All

manpower of SP engaged in this assignment must be on the pay roll/muster roll of TSP along with an ID card of the SP.

- 5.7.2. Bidders are required to bid for both loading and unloading sites of all four zones in the prescribed format.

CHAPTER-6

BID FORMS (1. Techno-Commercial & 2.Price Schedule Forms)

6.1. Part-1:Techno-commercial bid

The Bid shall be submitted in two parts i.e. Techno-Commercial and Price Bid:-

6.2 The following documents / information are to be enclosed with the following Techno-commercial bid letter in one envelope and the same should be very clearly marked as: “Techno-commercial bid”

(Techno-commercial bid letter- be given on the bidder/firm's letter head)

The Director
Central Institute of Mining & Fuel Research
BARWA ROAD, DHANBAD,
PIN - 826015, Jharkhand, INDIA

File reference No: _____

Subject : Submission of Techno-commercial Bid for _____.

Sir,

Having examined the bidding documents and agreeing to the terms and conditions including ITB, GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Bid** for the Technical Services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the **technical details** related to the Services as sought by the CSIR-CIMFR in this NIT .We do hereby undertake that, in the event of acceptance of our bid, the work of **Sampling of Coal, its Collection, Preparation and Transportation of coal samples to CSIR-CIMFR Dhanbad and its Research Centers located at different parts of India from loading sites of collieries and unloading sites of power utilities.**

Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

In case of any **technical clarification/demonstration** sought by the CSIR-CIMFR to arrive at the clear position, we will provide the same without altering our price bid.

We enclose herewith the complete Techno-commercial Bid in the prescribed tender format as per your requirement. This includes: **(Documents to be submitted)**

We agree to abide by our offer for a period of **One Hundred Eighty (180) days** from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the bid document and we do hereby undertake to supply as per these terms and conditions. The Technical

Deviations are only those mentioned in the statement of deviation from technical terms and conditions. We have enclosed the check-list.

We do hereby undertake, that until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

Dated this day of _____ Signature of Bidder

Details of enclosures

Full Address:

Telephone No.

Telegraphic Address:

E-mail:

COMPANY SEAL

Following documents are to be submitted along with the Techno-Commercial bid document:

- (1) Techno-commercial Bid Letter
- (2) Bidder's information form
- (3) Bid security/EMD form
- (4) Performance statement form
- (5) Deviation form (technical)
- (6) Service support details form
- (7) Qualification requirements
- (8) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (9) (A) Status (Property)/Partnership/Limited Company/Cooperative Society
 - i) Copy of Partnership deed to be enclosed if it is a partnership firm.
 - ii) Copy of Articles of Association to be enclosed if it is a Limited Company.
 - iii) Copy of Registered Bye-Laws to be enclosed if it is a Co-operative Society.
- (B) Existing infrastructure arrangement regarding equipment and manpower and future plan in case the work is offered. This should specify the following details.
 - i) Location of Hqrs. and its present branches with complete address.
 - ii) Staffing pattern with specific mention about the qualification and experiences of each Technical / Supervisory staff.
 - iii) Details of Vehicle / Telephone / Fax / Telex. /E-Mail ID
- (C) Documents / information as mentioned in the Eligibility Criteria & relevant supporting documents.
 - (i) Audited balance sheet for the last 3 years.
 - (ii) Latest Income Tax Clearance Certificate.
 - (iii) Certified PAN/TIN/GSTIN Photo copy.
 - (iv) Certificate of valid Registration of Firm under Contract Labour Laws, if required under law.
 - (v) EPF registration.
 - (vi) Service Tax registration.
 - (vii) The Bidder would give a self-declaration in the form a that they have not been banned or de-listed by any Government or quasi Govt. Agencies or PSU's. If a bidder has been banned by any government or Quasi Government Agencies or PSU's that fact must be clearly stated. If this declaration is not given the Bid will be rejected as non-responsive
 - (viii) Certificate for not holding any position of interest as per format enclosed vide Annexure-VI.
 - (ix) The terms and conditions given in the tender document, duly signed and stamped on all pages by tenderer, as token of acceptance of these terms and conditions.
 - (x) Integrity Pact duly signed by the Bidder at Annexure-III.
 - (xi) LIST OF DOCUMENTS SUBMITTED:

Check List- (Techno-commercial Bid) Part-I

Information furnished in requisite formats is correct and updated-

S.N.	Document	Enclosed with the bid (Yes/No)	If yes, Page No is-
1.	Bidder's information form		
2.	Signed Integrity pact Form		
3.	Bid security/EMD		
4.	Authorization Letter of Foreign Principal, if any.		
5.	Qualification Requirements- minimum average annual business turnover of Rs.25.0 Crore for last (03) three financial years and not less than Rs. 20Cr turnover in last financial year 2017-2018 in		
(a)	Coal, Minerals and similar Services.		
(b)	Certified copy of Bank statement of last 3 (three) years.		
(c)	Certified copy of Balance Sheet of last 3 years		
(d)	PAN No. and latest Income Tax Clearance Certificate		
(e)	Service Tax registration		
(f)	Certificate of Registration of Firm under Contract Labour Laws, if required under law .		
(g)	EPF registration.		
6. (a)	Experience and Technical Capacity: Performance statement in enclosed format: Past experience towards supply of similar Services with contact detail & address .		
(c)	Client list with contact detail, responsive phone No., e-mail & address		
(c)	Copies of relevant work orders		
(d)	Performance Certificates from Consignee		
7.	Deviation form (technical)		
8.	Details of Local service centers (Nearest place to the CSIR-CIMFR)		
9.	Integrity Pact.		
10.	Self declaration of not being banned or blacklisted		
11.	Certificate for not holding any position of interest as per Annexure VI		
12.	Any other relevant information		

Date & Signature of authorised person

Company seal

PART-II

Financial Bid Forms

(On the Letter Head of the firm submitting the Bid Document) (to be submitted in a separate envelope mentioning the details on it)

List of standard forms-

- (1) Financial Bid Letter
- (2) Price Schedule Form-

1. Financial Bid Letter

The Director

Central Institute of Mining & Fuel Research
BARWA ROAD, DHANBAD,
PIN - 826015, Jharkhand, INDIA

Tender Reference No:

File reference No:

Subject : Price Bid for _____.

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for the Technical Services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges, but excluding service taxes in the Central Institute of Mining & Fuel Research Institute, Dhanbad and its Research centers located at different parts of India.

We enclose herewith the complete Financial Bid in the prescribed tender format as per your requirement. This includes:

- (1) Price Schedule- (Enclose whichever is applicable)

We agree to abide by our offer for a period of **One Hundred Eighty (180)** days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the bid document and we do hereby undertake to supply as per these terms and conditions. We do hereby undertake, that until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> <i>(Please note that JV/consortium created after the date of floating of the Indent is not permissible.)</i>

3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>

All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

Dated this day of _____ Signature of Bidder

Details of enclosures

Full Address:
Telephone No.
Telegraphic
Address:
E-mail:

COMPANY SEAL

PRICE SCHEDULE FORM FOR QUOTING RATES

Zones/ Research Centres/ Campus	CIL Subsidiaries, SCCL , imported coal & others and Power utilities to be covered for coal sampling	Number of loading and un- loading sites (Approx.)	Quantity to be sampled annually at loading and un-loading sites. However, the quantity at both the sites may vary. (Approximate quantity in Million Ton per annum per Zone)	Quoted price per Metric ton per zone (in Rs.)	Quoted price for total qty to be sampled in a year zone wise (in Rs)	Total quoted price for sampling of 800 Million Tons of coal per annum at unloading and loading sites (In Rs)
			(A)	(B)	(A x B)	
Digwadih Dhanbad including Raniganj	BCCL, NCL, ECL, Part of CCL (Dhori, B&K and Kathara areas) and power utilities covered by this zone	130	300 MT			
Ranchi	MCL, Part of CCL(NK, Piparwar, Barkasyal, Argada, Kujju, Rajrappa, Hazaribagh) and power utilities covered by this zone	60	150 MT			
Bilaspur	SECL, NECL and power utilities covered by this	60	175 MT			

	zone					
Nagpur	WCL, SCCL and power utilities covered by this zone	60	175 MT			
Total Quoted price						

Note-

1. Above rates are exclusive of GST/taxes.
2. The LQ1 firm will be considered based on the total quoted price for sampling of 800 MT of coal per annum at unloading and loading sites (in Rupees)
3. However, the payment to the service Provider will be made on the actual tonnage sampled at respective zone and rate quoted for respective zone.
4. Bidders have to quote for all the four zones. Non-compliance of the same will be summarily rejected the bid.

Zone/Research centre/Campus-wise Composite Rate (Collection, Preparation and transportation of coal samples from loading and unloading points to CSIR-CIMFR, Digwadih Campus and its Research Centres and Documentation etc of the same) quoted in Rs. /Te. (Service Tax/GST if any should be shown separately).

The Bidder should Quote their rates in Both figures and words.

N.B: The loading/unloading points and tonnage indicative and may vary in actual

** The bidders shall quote their rates in the given Price Schedule format only.

Date:

Place:

Name of the Authorized Signatory

Designation

Seal of the Company

ANNEXURE – I**Indicative Quantity from different loading sites dispatched to Thermal Power Plants.**

Zone wise loading and unloading points to be covered for sampling

Zones	Loading Points	Unloading Points	Approx. Qty. (in MT)p.a.
Digwadih Dhanbad including Raniganj	NCL- All loading sites BCCL- All loading sites ECL- All loading sites CCL – Dhori, B&K and Kathara	APCPL, Jhajjar NTPC Rihand NTPC Singrauli NTPC Vindhyachal Kota, RRVUNL Chhabra, RRVUNL NTPC, Kahalgaon NTPC, Farakka NTPC, Dadri NTPC, Unchahar NTPC, Barh NTPC, Tanda KBUNL, Kanti NTPC, Badarpur BTPS, DVC CTPS, DVC KTPS, DVC DSTPS, DVC MTPS, DVC RTPS, DVC HPGCL and other power station as per requirement	300 MT
Ranchi	MCL - All loading sites CCL- NK, Piparwar, Barkasyl, Argada, Kujju, Rajrappa and Hazaribagh	NTECL, Vallur NTPC Simhadri Talcher Super Talcher Thermal and other power station as per requirement	150 MT
Bilaspur	SECL - All loading sites NECL - All loading sites	NTPC Korba NSPCL, Bhilai NTPC Sipat MPPGCL, Birsingpur MPPGCL, Khandawa NTPC, Bongaigaon NTPC, Lara and other power station as per requirement	175 MT
Nagpur	WCL - All loading sites SCCL - All loading sites	NTPC Mouda MAHAGENCO NTPC Ramagundam NTPC Kudgi MPPGCL, Amarkantak MPPGCL, Satpura GSECL NTPC, Solapur Raichur& Bellary, KPCL Yermarus TPS, KPCL	175 MT

These loading and unloading sites are only indicative. It may vary time to time as per requirement.

ANNEXURE – II

**LOADING/UNLOADING END SAMPLING DETAILS FOR
DOCUMENTATION**

NAME OF COAL COMPANY/POWER UTILITY:

AREA :

Sl.no	Name of siding /colliery/ loading point	Date of loading/unloading	No. of Wgs.	Rake no.	Railway receipt		Qty as per RR	Destination PHS/ Power Utility company	Sample collection date	Sample preparation date	Date & Time of submission of samples at CSIR-CIMFR
					No	Date					
1	2	4	5	6	7	8	9	10	11	12	13

1. Wagons statement are enclosed.
2. For Road, Ropeway, Belt, Pipe line etc statement to be furnished separately.

Date
REP.
SIGNATURE OF
NAME:
NAME OF COAL
CO.

SIGNATURE OF
REP.
NAME:
NAME OF CSIR-
CIMFR/

SIGNATURE OF
REP.
NAME:
Name of Power
utility

SIGNATURE OF
REP.
NAME:
NAME OF TSP

Integrity Pact

Between

CSIR- Central Institute of Mining & Fuel Research (hereinafter referred to as "The Principal")

And

[Name of Bidder] (hereinafter referred to as "The Bidder")

Preamble

The Principal invites the bids from all eligible bidders and intends to enter into contract for Hiring of Technical Service Provider(s) for Collection, Preparation and Transportation of Coal Samples from loading sites of various collieries of the subsidiaries of Coal India Limited and unloading sites of various Power Utilities to CSIR-CIMFR, Digwadih Campus, and its Research Centres at Raniganj, Nagpur, Bilaspur and Ranchi. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s).

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:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself 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.

a. The Bidder(s)/Contractor(s) 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 other 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.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) 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 for purposes of competition or personal gain and will not pass the information so acquired on to the others.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) 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 Bidder(s)/Contractor(s) 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

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if signed on that ground.

2. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principals absolute rights 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 freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Principal, the exclusion of Bidder could be revoked by the Principal if the Bidder can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Compensation for Damages including forfeiture of EMD/Performance Security

Deposit.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the awarded according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(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 of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated on this ground.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.

(1) The Bidder(s)/Contractor(s) undertake(s) 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 agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7. Criminal charges against violating Bidders / Contractors/ Subcontractors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact. In this case the IEM is- Shri Anand Deep, Retd. IRS, ex-Principal Chief Commissioner of Income Tax, 117/363, H-I, Next to Gurudwara Pandu Nagar, Kanpur (U.P.)- 208005 (Mobile Number- 9044796781). 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 representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

(3) The Bidder(s)/Contractor(s) 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 Bidder(s)/Contractor(s)/Subcontractor(s) 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 meetings.

(5) As soon as the Monitor notice, 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 take corrective action, 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 JS(A), CSIR 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 as being extended to Independent Directors of the CSIR.

(8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires from the Contractor 10 months after the last payment under the contract, and for all other Bidders 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 the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

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. New Delhi

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) 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 & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address): _____

Witness 2:

(Name & Address): _____

Contract form
(Applicable only to the successful bidder)

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by CSIR-Central Institute of Mining and Fuel Research, Dhanbad *insert complete name and address of CSIR-CIMFR* (hereinafter called “the CSIR-CIMFR”), and
- (2) [*insert name of TSP*], a corporation incorporated under the laws of [*insert: country of TSP*] and having its principal place of business at [*insert: address of TSP*] (hereinafter called “the Service Provider (SP)”.

WHEREAS the CSIR-CIMFR invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the TSP for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the CSIR-CIMFR and the SP, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The TSP’s Bid and original Price Schedules
 - (f) The CSIR-CIMFR’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the CSIR-CIMFR to the SP as hereinafter mentioned, the SP hereby covenants with the CSIR-CIMFR to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The CSIR-CIMFR hereby covenants to pay the SP in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research Signed:

[insert signature]

in the capacity of *[insert title or other appropriate designation]* in the

presence of *[insert identification of official witness]* Signed: *[insert*

signature]

in the capacity of *[insert title or other appropriate designation]* in the

presence of *[insert identification of official witness]*

For and on behalf of the SP

Signed: *[insert signature of authorized representative(s) of the SP]* in the

capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Annexure-V

(Other Standard Forms)

1. Bidder Information Form

(The Bidder shall fill in this Form in accordance with the instructions indicated below.

(No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm and signed by the authorized person)

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for bids]*

1. Bidder's Legal Name *[insert Bidder's legal name]*

2. In case of JV, legal name of each Service Provider: *[insert legal name of each TSP in JV]*

3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*

4. Bidder's Year of Registration: *[insert Bidder's year of registration]*

5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

6. Bidder's Authorized Representative Information- Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1.

Signature of Bidder _____
Name _____
Business Address _____

2. BANK GUARANTEE FORMAT FOR BID SECURITY FORM (EMD)

Whereas¹*(hereinafter called "the Bidder")* has submitted its bid dated *(Date of submission of bid)* for the **Scientific and Technical Services in collection, preparation and transportation of coal samples from loading sites of various collieries of subsidiaries of Coal India Limited to CSIR-CIMFR Campus at Digwadih, Dhanbad and its Research Centres at Nagpur, Bilaspur and Ranchi and Unloading sites of Power Utilities to CSIR-CIMFR Campus at Digwadih & Raniganj and its Research Centres at Nagpur, Bilaspur and Ranchi.** (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *(Name of bank)* of *(Name of country)*, having our registered office at *(Address of bank)* (Hereinafter called "the Bank"), are bound unto **Director, Central Institute of Mining and Fuel Research, Dhanbad** (Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19 ____.

THE CONDITIONS of THIS OBLIGATIONS ARE:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of

bid validity:

- (a) Fails or refuses to execute the Contract Form if required; or
- (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorised officer of the Bank)

Name and designation of the officer

(Seal, Complete Contact Details address with Tel./Fax/email etc)

1

Name of Bidder

**3. PERFORMANCE STATEMENT FORM (past performances)
(For a period of last 3 years)**

Name of the Firm.....

	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(viii)
Order placed by (Full addresses of Consignee)	Order No.& Date	Value of Work order	Has the work been completed Satisfactorily. (Attach certificates from the consignee)	Contact persons along with Ph No./mail address	No. Coal and/or Minerals samples collected	Quantity covered under sampling	Whether samples are collected from the ap loaded wagons/truck/ship during the process of loading

Signature and Seal of the Bidder.....

Place :

Date :

4. **PRINCIPAL'S AUTHORIZATION FORM**

No. _____

Dated _____

**The Director,
CSIR-Central Institute of Mining and Fuel Research
Barwa Road, Dhanbad-826015 , Jharkhand, India**

Dear Sir,

We _____ who are established and reputed Service
Provider _____ of
_____ having Head Office at _____ (*address of
Office*) do hereby authorize M/s _____ (*Name and address of Agent*) to
submit a bid, negotiate and receive the order from you against your tender enquiry and or execute the
contract.

No company or firm or individual other than M/s _____ is
authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full responsibility, guarantee and warranty as per _____ General
Conditions of Contract and Special Conditions of Contract for the Services and Goods offered by the above
firm.

Yours faithfully,

(Name)

(Name of Service Provider)

Note: This letter of authority should be on the **letter head of the Service Provider (SP)** and should be
signed by a person competent and having the power of attorney to bind the manufacturer. It should be
included by the Bidder in its techno-commercial un-priced bid.

5. DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the Tender clauses/Requirements:

Tender Clause/Requirements	Deviation	Remarks (including justification)

Place:

Date:

Signature and seal of the Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **“No Deviations”**.

6. SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of works/services done	List of similar type services/works done in past three years	Details if the Contact person fax, phone, email etc.

*Documentary evidence should be enclosed.

Signature and Seal of the Bidder.....

Place :

Date :

7. PERFORMANCE SECURITY FORM
BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To: _____

WHEREAS _____ (Name & Address of the Service Provider hereinafter called "the SP" has undertaken, in pursuance of Contract No. _____ dated _____ to provide Services _____ (Description of Services & Goods) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the SP a such a Bank Guarantee:

NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the TSP, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the TSP to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the SP before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the SP shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the _____ day of _____, 20....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Bank and Address of the Branch

CERTIFICATE FOR NOT HOLDING ANY POSITION OF INTEREST

(On the letter head of the Bidder)

Bid Ref No:

To

The Director,
CSIR- Central Institute of Mining & Fuel Research
Barwa Road, Dhanbad (Jharkhand), India

Sub: Tender for Selection of Service Provider (SP) for Sampling, Preparation and transportation of coal and Documentation at Loading and Unloading Points

We have submitted our offer in the name and style of _____ against your above referred bid documents for rendering service of collection, preparation and transportation of coal and Documentation of Loading and Unloading Points.

We confirm that no member of our Board of Directors and /or its promoters/proprietors have any position of interest or cross holding /share holding directly or indirectly in any manner whatsoever with any other participating Bidder and any of the parties with the CSIR-CIMFR,

Yours faithfully,

Date:

Place:

Signature

Name of the Authorized Signatory

Designation

Seal of the Company

