



सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान (सिंफर)

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

बरवा रोड, धनबाद 826001 झारखंड, भारत

Barwa Road, Dhanbad – 826 001 Jharkhand, India

☎ : 0326-2203156/2093/202774

E-mail: director@cimfr.nic.in

वेबसाइट/website:- www.cimfr.nic.in

GSTIN : 20AAATC2716R1ZT

Reference NO: PPM/DC/22-23/135-138

Date: 24.03.2023

GLOBAL TENDER ENQUIRY DOCUMENT (NIT) FOR THE PURCHASE OF

Hiring of Service Provider(s) for collection, preparation and parting of coal samples at loading sites of different collieries of subsidiaries of Coal India Limited, Singareni Collieries Company Limited and other coal producing companies and Unloading sites of Power Utilities and thereafter transportation of prepared sample(s) to CSIR-CIMFR Campus at Digwadih (Dhanbad) & Raniganj and its Research Centres at Nagpur, Bilaspur and Ranchi.

Kindly Note:

1. Only those documents/ forms which are relevant to this tender and which have been called for should be submitted. (Not more than 50 Pages)
2. Bidders are requested to submit technical catalogue of relevant pages ONLY for the equipment/model they are quoting.
3. Kindly do not submit our NIT (duly signed and sealed), instead you can convey your acceptance of NIT terms and conditions in toto on your letter head as a self-declaration.
4. Any additional terms and conditions spelt by the bidder will result into summarily rejecting the documents.

Kindly cooperate with us in saving the environment by reducing the requirement of printing.

For any techno-commercial queries contact:-

COORDINATOR, PP&II, CSIR-CIMFR, DIGWADIH CAMPUS, P.O FRI, Dist. DHANBAD, PIN – 828108, JHARKHAND, Ph: 0326- 2388260, EMAIL ID: jkpandey@cimfr.nic.in , nksrivastava@cimfr.nic.in , kalyan@cimfr.nic.in .

INVITATION FOR BIDS/ NIT

01. The Director, **CSIR-CIMFR, Barwa Road Campus, Dhanbad, Jharkhand.**, invites **E-bids** from Service Providers and Indian Agents of Foreign principals, for providing services as below:

Sl. No.	Tender No.	Description of items	Quantity	Single/ Two bid	Bid Security (EMD) (In Indian Rupees)
1.	E-tender ID: 2023_CSIR_150172_1	Hiring of Service Provider(s) for collection, preparation and parting of coal samples at loading sites of different collieries of subsidiaries of Coal India Limited, Singareni Collieries Company Limited and other coal producing companies and Unloading sites of Power Utilities and thereafter transportation of prepared sample(s) to CSIR-CIMFR Campus at Digwadih (Dhanbad) & Raniganj and its Research Centres at Nagpur, Bilaspur and Ranchi.	Total 1050 Million Metric Tonne Coal per annum. Zone wise breakup is as follows. 1.Digwadih & Raniganj campus- 360 mmt, 2.Ranchi- 200 mmt, 3.Bilaspur-210 mmt 4.Nagpur- 280 mmt.	Two Bid	Zone-wise EMD amount for submission of NIT is as follows: 1. Rs.2,58,26,000.00 for Digwadih & Raniganj, 2. Rs. 1,43,48,000.00 for Ranchi, 3. Rs.1,50,65,000.00 for Bilaspur, and 4. Rs.2,00,87,000.00 for Nagpur.

02. Interested Bidders may obtain further information from the office of the **COORDINATOR PP & II, CSIR-CIMFR DIGWADIH CAMPUS, P.O FRI Dist. DHANBAD, PIN-828108 JHARKHAND Ph: 0326-2388260, EMAIL ID: : jkpandey@cimfr.nic.in , nksrivastava@cimfr.nic.in , kalyan@cimfr.nic.in .**

03. Each complete set of bidding document may be downloaded directly from the CSIR- CIMFR website (www.cimfr.nic.in) free of cost and printed. No Hard copy of the Tender Documents will be sold or issued by this office.

The e-bids must be submitted through the CPPP – <https://etenders.gov.in/>, as per the critical dates in the table mentioned. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids. Bids received through e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected. CSIR-CIMFR will not be responsible for any delay in enrolment/ registration of bidders for submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website URL– <https://etenders.gov.in/> and enrol their Digital Signature Certificate and upload their quotation well in advance.

Any change/corrigendum/extension of opening date in respect of this tender shall be issued through etenders portal and CSIR- CIMFR website only. Bidders are therefore requested to regularly visit etenders portal our website for updates.

04. A Pre-bid Conference (PBC) will be held at CSIR-CIMFR Barwa Road Campus on the date and time as indicated in Critical Date Sheet Table. All prospective bidders are requested to kindly submit their queries with NIT reference No. through email at least four days before PBC, if any so as to reach Dr. J. K. Pandey (jkpandey@cimfr.nic.in), Dr. N. K Srivastava (nksrivastava@cimfr.nic.in) and Shri Kalyan Das (kalyan@cimfr.nic.in) latest by the date and time as indicated in Critical Date Sheet for PBC. After

interaction with the bidders present in PBC, Institute will finalize the specifications suiting to the requirement of the institute. After PBC a revised NIT will be uploaded as a Technical Corrigendum on etenders portal and our website-www.cimfr.nic.in. Interested bidders will have to submit their quotations as per the revised NIT. Intimation in advance by the interested prospective bidders must be sent through email to Dr. J.K. Pandey, Dr. N. K. Srivastava and Shri Kalyan Das. The principal bidder should also authorize maximum of two persons to participate in Pre-Bid Conference. The principal bidder, of foreign origin can also participate in the bid provided the Indian counterpart of foreign principal bidder is 100% subsidiary or has an authorization letter from the principal bidder prior to the date of float of NIT.

05. All bids must be accompanied with a **Bid Securing Declaration** as specified above and must be delivered to the above office at the date and time indicated as per critical dates mentioned. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend online on e-tenders portal (etenders.gov.in) on the specified date and time. In the event of the date specified for bid opening being declared as a closed holiday for purchaser's office, the due date for opening of bids will be the following working day at the appointed time.

06. Eligibility of Bidders-

(i.) As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, 'Non-Local Suppliers' are also eligible to bid for this tender along with Class-I Local Suppliers' and 'Class-II Local Suppliers'.

(ii.) The definitions and the relevant terms of purchase preference policy in respect of Make in India is available in Clause 1.32 titled "Evaluation and comparison of bids" of Chapter- 1 (Instructions to Bidders) of this document.

(iii.) Any bidder from a country which shares a land border with India will be eligible to bid for this tender only if the bidder is registered with the competent authority and fulfills all the eligibility criteria as per Department of Expenditure, MoF order No. 6/18/2019-PPD dated 23.07.2020.

The definitions and the relevant terms of Department of Expenditure, MoF order No. 6/18/2019-PPD dated 23.07.2020 is available in Clause 1.46 of Chapter- 1 (Instructions to Bidders) of this document.

07. The Director, CSIR-CIMFR reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

08. Bidders who are submitting their bids on behalf of their foreign principal should submit proper authorization certificate along with their Bid, authorising them to bid for this specific tender, failing which the bid will be rejected. However, in case of the qualification of the authorized bidder as LQ1, then the payment will be made in the name of Authorised Bidder.

09. Bidders are required to ensure that the tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats.

10. 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.

11. The Foreign principal can also participate in the bid provided the Indian Agent of the foreign bidder is 100% subsidiary or has authentic authorization letter from the principal bidder prior to the date of floating of the NIT. The Indian Agent should fulfill the experience as well as the Financial Eligibility criteria as mentioned in this NIT.

INDEX

Chapter	Content
1	Instructions to Bidders
2	Conditions of Contract
3	Schedule of Requirement
4	Qualification Requirements
5	Price Schedule Forms
6	Contract Form
7	Other Forms
8	Annexure I & Annexure II

CRITICAL DATE SHEET (To be filled later)

Sl. No.	Stage	Date	Time
1	Publish Date & Time	25.03.2023	14:00 hrs.
2	Document Download Start Date & Time	25.03.2023	14:00 hrs.
3	Seek Clarification Start Date	25.03.2023	14:00 hrs.
4	Seek Clarification End Date	01.04.2023	11:00 hrs.
5	Pre-bid Conference, if any	05.04.2023	10.00 hrs.
6	Date of technical corrigendum after pre-bid conference	12.04.2023	18.00 hrs.
7	Bid Submission Start Date & time	12.04.2023	18.00 hrs.
8	Bid Submission End Date & Time	11.05.2023	11:00 hrs.
9	Document Download End Date & Time	11.05.2023	11:00 hrs.
10	Bid Opening Date & Time (XX)	12.05.2023	11:00 hrs.

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No	Stage	Tentative Time Frame (in days)
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

CHAPTER - 1

INSTRUCTIONS TO BIDDERS

Table of Contents

<u>Sl. No.</u>	<u>Contents</u>
A.	<u>Introduction</u>
1.1	Eligible Bidders
1.2	Cost of Bidding
1.3	Code of Integrity for Public Procurement
B.	<u>The Bidding Documents</u>
1.4	Cost of tender Documents
1.5	Content of tender Documents
1.6	Clarification of tender documents
1.7	Amendment of tender Documents
C.	<u>Preparation of Bids</u>
1.8	Language of Bid
1.9	Purchase Preference Policies
1.10	Documents Comprising the Bid
1.11	Bid form and price schedule
1.12	Bid Prices
1.13	Bid Currencies
1.14	Documents Establishing Bidder's Eligibility and Qualifications
1.15	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
1.16	Bid Security
1.17	Period of Validity of Bids
1.18	Format and Signing of Bid
D.	<u>Submission and Sealing Bids</u>
1.19	Submission of Bids on e-tenders portal
1.20	Deadline for Submission of Bids
1.21	Late Bids
1.22	Withdrawal, substitution and Modification of Bids
E.	<u>Opening and Evaluation of Bids</u>
1.23	Opening of Bids by the Purchaser
1.24	Confidentiality
1.25	Clarification of Bids
1.26	Preliminary Examination
1.27	Bidders right to question rejection
1.28	Responsiveness of Bids
1.29	Non-Conformity, Error and Omission
1.30	Examination of Terms & Conditions, Technical Evaluation
1.31	Conversion to Single Currency
1.32	Evaluation and Comparison of bids
1.33	Contacting the Purchaser
1.34	Post qualification
F.	<u>Award of Contract</u>
1.35	Negotiations
1.36	Award Criteria
1.37	Purchaser's right to vary Quantities at Time of Award
1.38	Option Clause
1.39	Purchaser's right to accept any Bid and to reject any or all Bids
1.40	Notification of Award
1.41	Signing of Contract
1.42	Order Acceptance
1.43	Performance Security
1.44	Pre-bid Conference
1.45	Integrity Pact
1.46	Restrictions on procurement from a bidder of a country which shares a land border with India

A. Introduction

1.1. Eligible Bidders

- 1.1.1 This Invitation for Bids is open to all Service Providers subject to para 06 of the invitation for bids/NIT.
- 1.1.2 A Service Providers or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian Service Providers shall mean those entities which meet any of these criteria with respect to India.
- 1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
- (a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
 - (c) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.
- 1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.
- 1.1.5 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 services to be purchased under this Invitation of Bids.
- 1.1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the date of publishing of this NIT.
- 1.1.7** The bidders who have been put under Holiday listing / **debarred/ blacklisted** or removed from the list of registered service providers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

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 Code of Integrity for Public Procurement

- 1.3.1 The bidders/ service providers should sign a declaration in their Letter Head- about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 1.3.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, service providers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
 - ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii) **"anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv) **"coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v) **"conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - vi) **"Obstructive practice"**: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3 **Obligations for Proactive disclosures**

- i) The Purchaser as well as bidders, suppliers, service providers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Institute.

1.3.4 **Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser concludes that a (prospective) bidder/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) **If his bids are under consideration in any procurement:**
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) **If a contract has already been awarded**
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 **Cost of Tender Documents**

1.4.1 **The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.**

1.5 **Content of Tender Documents**

1.5.1 The goods/services 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 and Critical Date Sheet have been divided into 8 Chapters as under:

The goods/services 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 eight chapters as under:

Chapter 1: Instructions to Bidder (ITB)

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

(B) Special Condition of Contract (SCC)

Chapter 3: Schedule of Requirements

Chapter 4: Qualification requirements

Chapter 5: Price Schedule Forms

Chapter 6: Contract Form

Chapter 7: Other Standard Forms comprising:

- (1) Bidder Information Form
- (2) Manufacturer's Authorization Form (MAF);
- (3) Bid Security Form – if EMD is applicable
- (4) Bid Securing declaration
- (5) Performance Statement form
- (6) Deviation Statement Form;
- (7) Service Support details;
- (8) Bid form
- (9) Performance Security Form;
- (10) Acceptance Certificate Form
- (11) Integrity pact
- (12) Format for declaration by the bidder for code of integrity and Conflict of interest.
- (13) Format for Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23rd July,2020.
- (14) Price Schedule Form for Goods Being Offered from India or for Goods Manufactured Abroad but Quoted In INR.

Chapter 8: Annexure I & II

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 tender 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), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference/ Date specifically mentioned in the critical date sheet, if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders. The potential bidders are required to check the e-tender website time to time.

1.7 Amendment of Tender 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 tender documents by amendment. 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.

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account 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.

1.7.3 Bidders who submit their bids before the amendment, if any, floated in the etenders portal can recall their bids and re-submit their bids in the etenders portal before the last date of bid submission.

C. 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.

1.8.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the bidder in any language other than English. Institute will not be responsible for delay in translation and should be submitted by the bidder well within time.

1.9 Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements

1.9.2 The extant procurement would abide by **DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 to provide purchase preference to Class-I Local Suppliers/ Service Providers as defined and directed by the order.**

1.10.1 Documents comprising the bid

The bid prepared by the Bidder shall include documents as under:

A. Technical bid

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security as specified in the Invitation for Bids;
- (d) Service support details form;
- (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Integrity Pact;
- (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) if applicable.
- (k) Schedule of requirements.
- (l) Self-certification that the item offered meets the minimum local content of 50% giving detail of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

- (m) In cases of procurement for a value in excess of ₹10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.
- (n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
- (o) The bidder should submit an un-priced price-bid along with the technical documents.

B Price bid

- (i) Bid form;
- (ii) Applicable Price Schedule Form;

1.11. Bid form and price schedule

1.11.1 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. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.

1.12. Bid Prices

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

1.12.2 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 taxes, if any which will be payable on the goods/ services 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.
- (iv) 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.
- (v) Training charges including any incidental services, if any to be claimed by the bidder in their price bid.

(b) For Services to be quoted for by Foreign bidders through their Indian Agents:

Same as clause 1.12.2 (a) above.

1.12.3 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.

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

1.12.5 The price quoted shall remain fixed during the contract period and shall not vary on any account. Claiming of any additional amount than that quoted in the price-bid will result into closure of the agreement and forfeiting of the PSD (Performance Security Deposit) amount deposited with this office.

1.12.6 All lots and items/services must be listed zone-wise and priced separately in the same Price Schedules. If a Price Schedule shows items/services listed but not priced or crossed, the bid for that particular zone will not be considered and only those bids for which prices have been quoted will be evaluated.

1.12.7 ~~The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002 Customs on all imports covered under Notification No.51/96 Customs dated 23.07.1996, Notification No.47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) both dated 14th November, 2017~~

1.12.8 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

1.12.9 ~~Stipulations like "GST is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.~~

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees only.

1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1 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.

1.14.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't render the service it offers to supply shall submit Joint Venture Agreement / Consortium Agreement clearly showing that the financial eligibility criteria as laid down in this tender is being met by which entity within the Joint Venture / Consortium. The bidder who is quoting as Joint Venture/ Consortium should clearly indicate the financial eligibility criteria for the firm to be considered within the Joint Venture/ Consortium to have enough financial liquidity to maintain business transactions for at least three months at their own cost to whom the work is awarded.
- (c) The bidder who submits Service Provider's Authorization Form using the form (MAF) specified in the bidding document to demonstrate that it has been duly authorized by the Foreign Service Provider to quote and/or supply the services then the entity which is being authorized to carry out the work must fulfil the financial eligibility criteria and experience in the relevant area as laid down in this tender. However, for 100% subsidiary company, the financial part submitted by the Principal and the subsidiary as a total will be considered.
- (d) An Indian Principal Service Provider cannot submit a bid through its foreign subsidiary. Such bids will be summarily rejected.

1.14.3 **1.14.3 Conditional tenders shall not be accepted and will be summarily rejected before evaluation.**

1.15 ~~Documents Establishing Goods' Eligibility and Conformity to Bidding Documents~~

~~1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.~~

~~1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and 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;~~
- ~~(b) A list giving full particulars of spare parts, special tools, etc., necessary for the proper and continuing functioning of the services during the contract period following commencement of the use of the goods by the Purchaser in the Priced bid; and~~
- ~~(c) An item-by-item 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.~~

~~1.15.3 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.~~

1.16. Bid Security

1.16.1 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 Service Provider or specifically authorized agent of Foreign Service Provider.

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

1.16.3 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 shall be in one of the following forms at the bidders' option:

- (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or
- (b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.
- (d) ~~Bid Securing Declaration~~— NOT APPLICABLE SINCE EMD must be provided.

- 1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.10 are invoked.
- 1.16.5 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.16.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.16.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.
- 1.16.8 ~~Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:~~

- ~~_____ a) District Industries Centre~~
- ~~_____ b) Khadi and Village Industries Commission~~
- ~~_____ c) Khadi and Village Industries Board~~
- ~~_____ d) Coir Board~~
- ~~_____ e) National Small Industries Corporation~~
- ~~_____ f) Directorate of Handicraft and handloom and~~
- ~~_____ g) Any other body specified by the Ministry of MSME~~

In compliance of Clause 3 of Ministry of Finance OM NO. F.20/2/2014-PPD(Pt.) dated 20.09.2016, Competent Authority of this Institute has, after due consideration of the required procurement of services being critical in nature considering its importance for the ministries of Coal and Power, approved the requirement of bidders to have prior experience and to have sufficient financial capability. Hence, all bidders must submit the proof of fulfilling Financial eligibility criteria and experience criteria.

- ~~1.16.9 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.~~
- 1.16.10 The bid security may be forfeited:
- (a) If a Bidder withdraws or amends or modifies 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 14 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.
- 1.16.11 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc. This should reach to this office on or before 15 days from the last date of bid submission or bid will not be considered for further evaluation.**

1.17. Period of Validity of Bids

- 1.17.1 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.
- 1.17.2 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 (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. 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.
- 1.17.3 Bid evaluation will be based on the technical evaluation of the bids submitted by the vendors and thereafter the bid prices without taking into consideration of the above corrections.

1.18. Format and Signing of Bid

- 1.18.1 The bids may be submitted in single in two parts as specified in the Invitation for Bids.
- 1.18.2 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid, excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules.
- 1.18.3 The bid shall be typed or written in indelible ink and shall be signed and stamped 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 initialed by the person or persons signing the bid detailing his/her name and contact details.

- 1.18.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 1.18.5 A Bidder from whose E-Tenders ID a bid is uploaded and submitted on e-tenders portal would be held fully responsible for the same even if the bid has not been signed and/ or stamped.

D. Submission and sealing of Bids

1.19. Submission of Bids on e-tenders

- 1.19.1 The Bidders may submit their duly signed, and stamped bids on e-tenders portal (etenders.gov.in) ONLY. No bids / copies of bids should be submitted by post/ courier/ FAX/ e-mail in any case.
- 1.19.2 In case of 2 Bid tenders, there will be different – (i) Technical Bid, (ii) Price Bid. The Technical and Price Bids must be submitted accordingly.
- 1.19.3 In case of 1- Bid tenders there will be one envelope, viz. Techno-commercial (Technical – cum- commercial) Bid in which technical bid as well as a duly filled Price Schedule (as per format available in this tender document) may be submitted. The Price Schedule in PDF format (cost breakup of the components and the net price) must match with the BOQ (Excel Sheet Price schedule on e-tenders). In case of mismatch between BOQ price and price schedule, the price schedule submitted in PDF format in price bid will be considered for evaluation.
- 1.19. Firms submitting Technical and Price bids in the Techno commercial Bid envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder.

1.20. Deadline for Submission of Bids

- 1.20.1 The Bids must be uploaded / submitted on E-Tenders portal from the bidder's registered E- Tenders id on or before the Last date (and time) of Submission of bids, failing which the E-Tenders portal will not allow Bid submission. No request for extension of Last date of Bid submission will normally be entertained by the competent authority.
- 1.20.2 The Purchaser is not bound to consider any technical difficulty faced by the bidder as a reason to extend the Last date of Bid submission.

1.21. Late Bids

- 1.21.1 E- Tenders portal does not allow submission of late bids.

1.22. Withdrawal, substitution and Modification of Bids.

- 1.22.1 A Bidder may withdraw, substitute or modify its bid after it has been submitted, as per e-tenders portal rules/ provisions, prior to the last date (and time) of bid submission.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

- 1.23.1 All E- Bids would be opened online ONLY on or after the Bid Opening Date and time.

1.24. Confidentiality

- 1.24.1 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.
- 1.24.2 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.

1.25. Clarification of Bids

- 1.25.1 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.

1.26. Preliminary Examination

- 1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.
- 1.26.2 The Purchaser shall confirm 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 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 to be ignored, during the initial scrutiny:

- (i) The Bidder is not eligible.
- (ii) The Bid validity is shorter than the required period.
- (iii) The Bidder has quoted for services rendered by a different firm without the required authority letter from the proposed service provider/ Consortium agreement copy/ joint venture agreement copy.
- (iv) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (v) The goods quoted are sub-standard, not meeting the required specification, etc.
- (vi) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (vii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (viii) Integrity Pact not signed and submitted on Non-Judicial stamp paper of Rs. 100/- b with the technical bid, if applicable as per SCC.

1.27 Bidder's right to question rejection.

1.27.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.28 Responsiveness of Bids

1.28.1 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.

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

1.28.3 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.

1.28.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 Non-Conformity, Error and Omission

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

- 1.29.2 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.
- 1.29.3 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.
- 1.29.4 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.

1.30 Examination of Terms & Conditions, Technical Evaluation

- 1.30.1 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.
- 1.30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.30.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser finds that the Bid is not substantially responsive in accordance with ITB Clause 1.28, the bid shall be rejected.

1.31 Conversion to Single Currency

- 1.31.1 To facilitate evaluation and comparison, the bidder will quote prices in Indian Rupees.

1.32 Evaluation and comparison of bids

- 1.32.1 The Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.32.2 To evaluate the Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- 1.32.3 **Purchase preference shall be given to Class- I local suppliers in all procurements undertaken by the purchaser in the following manner (as per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020):**

(a) Definitions:

'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the service provided (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Please Note that Profit, warehousing, marketing, logistics, freight, Transportation, Insurance, Installation & Commissioning, training and after sales services like AMC/CMC, etc. cannot be considered as local value addition. [as per clarification received from DPIIT on File No. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 and OM on File No. P-45021/102/2019-PP(BE-II) (E-50310) dated 04.03.2021.

'Class- I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%

'Class- II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%

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

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of Purchase preference would be 20% for this tender.

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

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR-2017, and will also include turnkey works.

(b) Purchase Preference:

- (I) Purchase preference shall be given to 'Class-I local supplier' in procurements of services by entities in the manner specified here under.
- (II) In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (III) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - (ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - (iv) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(c) Verification of Local Content:

- (I) The 'Class -I Local supplier'/ 'Class- II Local Supplier' at the time of the tender/ bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for 'Class -I Local supplier'/ 'Class- II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (II) In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class -I Local supplier'/ 'Class- II Local Supplier' shall be required to provide a certificate from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or a practicing-chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. They shall also give details of the location(s) at which the local value addition is made.
- (III) Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement -related complaints relating to the procuring entity.
- (III) False declarations will be in breach of the code of integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to Two years as per Rule 151(iii) of General Financial Rules along with such other actions as may be permissible under law.
- (IV) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9 (h) of the order.

(d) Local content determination for this Tender:

Local content for a bidder for the purpose of this procurement will be determined by the percentage of value of work done within India out of the total value of eligible work orders submitted by the bidder in support of his eligibility to bid for this tender. For example, if a bidder submits work orders successfully executed in India worth more than 50% of the total value of eligible work orders submitted by him for this tender, then the said bidder will be considered a Class- I Local Supplier. Bidders should provide maximum possible eligible work orders from India itself since on preliminary evaluation itself the Class- I and Class- II service providers can be determined for evaluation purposes.

(e) During the execution of contract of any zone, if L1 service provider fails to provide service or is suspended/terminated by CSIR-CIMFR due to non performance of the contract/ non - compliance of the terms & conditions of the contract or violation of Labour Laws , the L2 vender will be engaged by CSIR-CIMFR to execute the left over work subject to the following conditions :

- (i) The L2 Bidder will extend their Bid validity till the award of the contract by this Institute upon request.
- (ii)The L2 Bidder has to match the L1 price for the respective zone.
- (iii) The L2 Bidder should execute a contract to this effect with this Institute.
- (iv) The L2 Bidder will submit upfront a PBG @3% of the value of the left over work being assigned to him.

However, this Institute will neither communicate the L2 bidder regarding their position after the Price Bid evaluation nor will guarantee assignment of any work to such L2 Bidder.

1.32.4 The bids shall be evaluated on the basis as mentioned in Chapter 4 of this NIT.

For goods manufactured in India

- (i) ~~———— The price of the goods quoted ex-works including all taxes already paid.~~
- (ii) ~~———— GST and other taxes, if any 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) ~~———— Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.~~

For goods manufactured abroad

- (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) ~~———— Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.~~

1.32.5. ~~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 and other statutory levies as per applicable rates.~~
- (b) ~~———— Towards custom clearance, inland transportation etc.—2% of the CIF/CIP value.~~

~~———— The bidder should give a clear-cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.~~

Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete. However, all these costs must be quoted in INR.

1.32.6 ~~———— 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 2010 as may be amended from time to time by the ICC or any other designated authority and favorable to the purchaser.~~

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

1.32.8 The GCC and the SCC or the Chapter 4 of this NIT shall specify the mode of transport i.e., whether by air/ocean/road/rail.

1.32.9 There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.

1.32.10 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 1.32.

1.33 Contacting the Purchaser

1.33.1 Subject to ITB Clause 1.25, 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.

1.33.2 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.

1.34 Post qualification

1.34.1 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 1.14.

1.34.2 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.

1.34.3 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

1.35 Negotiations

1.35.1 Normally, there shall not be any negotiation. 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.

1.36 Award Criteria

1.36.1 Subject to ITB Clause 1.39, 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. The details of the award would be hosted on the website of the Purchaser.

1.37 Purchaser's right to vary Quantities at Time of Award

1.37.1 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 to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Option Clause

1.38.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods/ services up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

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

1.39.1 The Purchaser 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.

1.40 Notification of Award

1.40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by 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.

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

1.40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will discharge its bid security.

1.41 Signing of Contract

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

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

1.42 Order Acceptance

1.42.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.10 of ITB.

1.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43 Performance Security

1.43.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days beyond the contract period.

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

1.43.3 The Performance Security shall be denominated in Indian Rupees.

1.43.4 PS may be submitted by the authorized bidder only , who will execute the contract.

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

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

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,

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

1.43.6 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 contract obligations, unless specified otherwise in SCC, without levy of any interest.

1.43.7 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.

1.43.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.44. Pre-bid Conference (PBC)

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser, the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre-Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

CSIR-CIMFR will not be bound to accept all/ any of the suggestions of the prospective bidders. CSIR-CIMFR reserves the right to finalize its technical specifications and eligibility criteria after the Pre—Bid Conference as per the decision of the relevant decision-making committee and the competent authority based on the requirements of this contract.

1.45 Integrity Pact

1.45.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.45.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- vii) Integrity Pact lays down the punitive actions for any violation.

1.45.3 Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

1.45.4 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

1.45.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

1.45.6 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

1.45.7 The modal format of IP is at Chapter-8.

1.45.8 Non - submission of Integrity Pact in the prescribed format (without any alterations) on a Non- Judicial Stamp paper of Rs. 100, will result in automatic rejection of the bid without any consideration.

1.46 Restrictions on procurement from a bidder of a country which shares a land border with India [As per Dept. of Expenditure, MoF Order No. 6/18/2019-PPD Dated 23rd July, 2020].

1.46.1 Requirement of registration

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT).

1.46.2 Definitions

(1) **“Bidder”** for the purpose of this order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is, an association of several persons, or firms or companies),

(2) **“Tender”** for the purpose of this Order will include other forms of procurement except where the context requires otherwise.

(3) **“Bidder from a country which shares a land border with India”** for the purpose of this Order means.

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any other above

(4) **“Beneficial owner”** for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint the majority of the directors or to control the management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(5) **“Agent”** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

- 1.46.3 A certificate would be submitted by the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

CHAPTER 2
CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT (GCC)

Table of Contents

Sl. No.	Clause
2.1	Definitions
2.2	Contract Documents
2.3	Code of Integrity
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	Liquidated Damages
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	Notices
2.36	Taxes and Duties
2.37	Right to use Defective Goods
2.38	Protection against Damage
2.39	Site preparation and installation
2.40	Import and Export Licenses
2.41	Risk Purchase Clause
2.42	Option Clause
2.43	Integrity Pact
2.44	Order Acceptance

GENERAL CONDITIONS OF CONTRACT (GCC)

2. A Definitions

2.A.1.1

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier/Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "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.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply under the Contract.
- (h) "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.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) 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.
- (m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) "The final destination," where applicable, means the place named in the SCC.
- (o) "Competent Authority" whenever used in context for CSIR-CIMFR means authority as defined in SOPP of CSIR Manual on Procurement of Goods 2019.
- (p) "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
- (q) "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.
- (r) "Coal Grade" as per the Annual grade declaration made by the coal company.
- (s) "Lot" as defined in IS-436, Part-I or FSA under the supervision of CSIR-CIMFR.
- (t) "Consumer" means the power company to whom the coal is being supplied as per the provisions of FSA.
- (u) "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), Singareni Collieries Company Limited (SCCL) or any other company such as NTPC having operational mines.
- (v) "Thermal Power Station" means Thermal Power Stations of Govt. (NTPC) /State Power Utilities, APP, IPP.etc
- (w) "Third Party" means the CSIR-CIMFR, Dhanbad.
- (x) "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.
- (y) "Wagons" means the Rail/MGR wagon for carrying the coal.
- (z) "Placement" means a part or full rake placed at loading/unloading point for loading/unloading.
- (aa) "Area" means, a group of coal producing units headed by General Manager / Chief General Manager under a coal company/ Subsidiary.
- (ab) "APP" means Association of Power Producers.

- (ac) "FSA" means Fuel Supply Agreement.
- (ad) "Zone" means areas specified by CSIR-CIMFR for coverage of coal sampling by Service provider.
- (ae) "IPP" Independent Power Producer
- (af) "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.
- (ag) "IP" means Integrity Pact
- (ah) "IEM" means Independent External Monitor
- (ai) "Tenure/duration/term of the contract" means the contract period for the services will be initially for a period of two (02) year/term from the date mentioned in agreement, subject to satisfactory completion of the job for first year/term.
The job can be further extended for one (01) year/term, after completion of 2nd year/term subject to satisfactory performance till second year/term. It is clarified that the contract period will be governed by the year or completion of the job (term) whichever is earlier. The quantities in the contract may be increased or reduced by a maximum of 25% per year/ term within the contract period as per the standard option clause. Year may be considered from the date of starting of the job contract and will be for a period of 12 months. Whereas, term means the completion of the job i.e. coal sampling of 1050 million metric tonnes (mmt) of coal +/- 25% within the 12-month period.
However, the contract will be co-terminus with the tenure of the project for the agreed work.

2.A.2 Contract Documents

2.A.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.A.3 Code of Integrity

~~2.A.3.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the purchaser concludes that a (prospective) bidder/ supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:~~

- a) ~~Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;~~
- b) ~~Forfeiture or encashment of any other security or bond relating to the procurement;~~
- c) ~~Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.~~
- a) ~~Provisions in addition to above:~~
 - 1) ~~Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;~~
 - 2) ~~In case of anti competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;~~
 - 3) ~~Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.~~

2.A.4 Joint Venture, Consortium or Association

2.A.4.1 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 before the date of floating of the NIT.

2.A.5 Scope of Supply

2.A.5.1 The Goods and Related Services to be supplied shall be as specified in Chapter 3 i.e. Schedule of Requirements.

2.A.6 Suppliers' Responsibilities

2.A.6.1 The Supplier shall supply all the Services and Related goods included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.A.6.2 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.A.6.3 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.A.6.4 All labour related issues and disputes covered under existing labour 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.A.6.5 CSIR-CIMFR will not issue any indemnity bond to the loading or unloading sites for this purpose. Service Provider will have to manage the same in consultation with the Coal Companies and Thermal Power Stations.

2.A.6.6 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.A.6.7 The Service Provider(s) /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 SP 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.A.6.8 The Service Provider(s) /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.A.6.9 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.A.6.10 The Service Provider shall not sub-let/sub-contract, transfer or assign the contract or any part thereof.
- 2.A.6.11 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.A.6.12 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.A.6.13 Service Provider (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.A.6.14 SP shall obtain a valid labour license 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.A.6.15 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.A.6.16 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 what so ever either for their absorption/regularization/continuation of engagement explicitly/implicitly.
- 2.A.6.17 Service Provider (SP) has to pay HPC/local wages to all the samplers and supervisors and issue wage slips at the time of disbursement of wages. They shall, at their 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 statutes that may be applicable to them from time to time. SP shall further keep CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury etc.
- 2.A.6.18 SP will submit all the labour payment related documents (EPF, ESI, Bonus etc.) to CSIR-CIMFR as well as to concerned coal companies/power plants, if desired, on quarterly basis.
- 2.A.6.19 The SP/s shall bear any periodic increase in wages of labour and CSIR-CIMFR shall not bear any liability in this account. The SP shall accordingly quote its bid prices after taking in account the expected increase in wages of labour during the contract period.
- 2.A.7 Contract price**
- 2.A.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 2.A.8 Copy Right**
- 2.A.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 2.A.9 Application**
- 2.A.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
- 2.A.10 Standards**
- 2.A.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.A.11 Use of Contract Documents and Information

- 2.A.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in 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.A.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.A.11.3 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.A.12 Patent Indemnity~~

~~2.A.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:~~

- ~~(a) the installation of the Goods by the Supplier or the use of the Goods in India;~~
~~and~~
- ~~(b) the sale in any country of the products produced by the Goods.~~

~~2.A.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.~~

2.A.13 Performance Security

- 2.A.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.
- 2.A.13.2 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.
- 2.A.13.3 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 or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- 2.A.13.4 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.
- 2.A.13.5 The Performance security shall be in one of the following forms:
 - (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. A bank Guarantee issued by a foreign bank must also be confirmed by a Nationalized/Scheduled bank located in India.
 - Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.
 - Or
 - (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.
- 2.A.13.6 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.
- 2.A.13.7 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.
- 2.A.13.8 The order confirmation must be received within 14 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 provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

2.A.13.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.A.14 Inspections and Tests

CSIR-CIMFR reserves the right to test and inspect the quality of services and goods being provided during the contract period.

2.A.15 Packing

2.A.15.1 The samples should be packed as mentioned in relevant clauses of Chapter 3

~~2.A.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.~~

~~2.A.16 Delivery and Documents~~

~~2.16.1 Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.~~

~~2.A.16.2 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of dispatch, then the bidder is free to engage the services of any other Airlines.~~

~~2.A.17 Insurance~~

~~2.A.17.1 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the _____ Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged by the Indian Agent/bidder, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.~~

~~2.A.18 Transportation~~

~~2.A.18.1 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.~~

~~2.A.18.2 E-way bill will be the responsibility of the supplier.~~

2.A.19 Incidental Services

2.A.19.1 The supplier may be required to provide any or all of the services, including training, if any to the working personnel for the proper execution of work. The certificate of all the employees should be submitted to this office for record.

~~2.A.20 Spare Parts~~

~~2.A.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:~~

~~(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and~~

~~(b) In the event of termination of production of the spare parts:~~

~~(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and~~

~~(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.~~

2.A.21 Warranty

2.A.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.A.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

~~2.A.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, Installed & Commissioned as indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.~~

~~2.A.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.~~

~~2.A.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.~~

~~2.A.21.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.~~

~~2.A.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.~~

2.A.22 Terms of Payment

2.A.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.A.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

2.A.22.3 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 45 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 2. B.4. The payments will be released as per certified quantity of coal dispatched by the coal companies for loading end and by power utilities for unloading end.

2.A.22.4 Payment shall be made in currency as indicated in the contract.

2.A.22.5 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.A.23 Change Orders and Contract Amendments

2.A.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Increase or decrease in the quantity required, exercise of quantity option clause;
- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

2.A.23.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

2.A.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.A.24 Assignment

2.A.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract.

2.A.25 Subcontracts

2.A.25.1 The Service Provider shall not sub-let/sub-contract, transfer or assign the contract or any part thereof.

2.A.26 Extension of time.

2.A.26.1 Delivery of the Goods and rendering of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.A.26.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.A.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.A.27 Liquidated Damages

2.A.27.1 Kindly refer to the Clause No. 2.B.5 of Service level Agreement (SLA) for imposition of LD.

2.a.28 termination for default

2.A.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods or services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.A.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

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

2.A.29 Force Majeure

2.A.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier 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.A.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.A.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier 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.A.29.4 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 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.A.29.5 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.A.30 Termination for Insolvency

2.A.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.A.31 Termination for Convenience

2.A.31.1 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.A.32 Settlement of Disputes

2.A.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.A.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and 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 under the Contract.

- 2.A.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- a.) In case of Dispute or difference arising between CSIR- CIMFR and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per section 12(5) of Arbitration and Conciliation (amend.) Act, 2015 whose award shall be final, conclusive and binding on all parties to this order.
 - b.) The venue of the arbitration shall be New Delhi.
- 2.A.32.4 The resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and / or United Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers.
- 2.A.32.5 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) the Purchaser shall pay the Supplier any monies due the Supplier.
- 2.A.33 Governing Language**
- 2.A.33.1 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. All such documents in languages other than English should be translated by the bidder in English at their own cost and risk.
- 2.A.34 Applicable Law**
- 2.A.34.1 The Contract shall be 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.A.35 Notices**
- 2.A.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, E-Mail or and confirmed in writing to the other party's address specified in the SCC.
- 2.A.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 2.A.36 Taxes and Duties**
- 2.A.36.1 For goods manufactured and services rendered outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 2.A.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.A.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.A.36.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like TDS etc.) wherever applicable.**
- 2.A.36.5 ~~Customs Duty~~—If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96—Customs and pay a concessional duty up to 5% as per notification 24/2002—Customs on all imports.
- 2.A.36.6 ~~The bid (Technical and / or Price Bid) must clearly indicate which of the components of the equipment are imported items and which are indigenous. Custom Duty Exemption Certificate would be issued for the imported items and GST exemption certificate would be issued for indigenous items.~~
- 2.A.37 Right to use Defective Goods**
- 2.A.37.1 ~~If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.~~
- 2.A.38 Protection against Damage**
- 2.A.38.1 ~~The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:~~

- _____ (a) _____ Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
_____ (b) _____ Frequency 50 Hz.

2.A.39 – Site preparation and installation

2.A.39.1 ~~Unless otherwise specified in the SCC or Chapter 4, The Supplier is solely responsible for the preparation of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier and accepted by the purchaser. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness/ fitness of the sites before the installation of the Equipment, if required. The supplier shall carry out the site preparation, if any, needed for installation of the goods at the purchaser's site immediately after notification of award/contract.~~

2.A.40 – Import and Export Licenses

2.A.40.1 ~~If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.~~

2.A.40.2 ~~If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the timeperiod within which the license will be granted in normal course.~~

2.A.41 Risk Purchase Clause

2.A.41.1 If the supplier fails to deliver the goods/ services within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.A.42 Option Clause

2.A.42.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.A.43 Integrity Pact

2.A.43.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not. **Any bid not accompanied by Integrity Pact in the format as prescribed in this NIT on a Non- judicial stamp paper of Rs. 100, duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.**

2.A.43.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

2.A.44 Order Acceptance

2.A.44.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

2.B. 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.

2.B.1 The CSIR-CIMFR Address is: **THE DIRECTOR, CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH (CIMFR), BARWA ROAD, DHANBAD -826001, JHARKHAND, INDIA.**

2.B.1.1 For notices, the **CSIR-CIMFR's address is-**

Kind Attention: Coordinator, PP&II, CSIR-CIMFR,
Address for correspondence **CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, Digwadih Campus, Po- FRI, Dist. – Dhanbad, Jharkhand -828108 INDIA.**
Telephone: **03262388260**

Electronic mail address: jkpandey@cimfr.nic.in , nksrivastava@cimfr.nic.in , kalyan@cimfr.nic.in .

2.B.2 BID PRICES:

2.B.2.1 The bidder shall quote zone-wise rates for each of the estimated quantity from loading and unloading points as given in the 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 in the same price schedule. For selection of the lowest technically suitable bidder the clause 4.1 would be applicable for evaluation purposes. Lowest quoting technically suitable bidder will be decided for each

zone separately.

- 2.B.2.2 The rates quoted by the bidder shall be fixed for the duration of the contract. (duration of the contract as mentioned in the clause 2.A.1.1(ai))
2.B.2.3 The offer / quoted rate should not be conditional. The conditional offer will not be accepted.

2.B.3 Signing of Integrity Pact:

2.B.3.1 Bidders are required to unconditionally sign the "Integrity Pact (IP) and enclose in their bids without any alteration in the prescribed format."

(Executed on Non-Judicial Stamp paper of Rs.100/-) as per Integrity Pact form in Other Form section, 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.

2.B.3.2 In case of any grievance, bidders may approach Independent External Monitors (IEM)

1. Dr. Rajan S. Katoch, IAS (Retired), A-91, Alkapuri, Bhopal, MP. PIN- 462022, Email ID – rkatoch@nic.in
2. Shri Prabhakaran Palaniappan, IAS (Retired), New No.9 (Old No. 48/14), Venkateswara Nagar 3rd Street, Adyar, Chennai-600020. Email ID – pprabakaraniyas@gmail.com

2.B.4 Documentation and Submission of samples:

2.B.4.1 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) Sample Code number.
- x) Referee Sample Seal No.
- xi) Delay in submission of samples after preparation.
- xii) 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 ends and by Power Utilities for unloading ends for adjustment of the bill(s) based on actual sampled quantity of coal. In case of difference in quantity for loading end certificate, the lower certified quantity of coal to be sampled will be considered for payment to the Service Provider.

2.B.4.2 The bidder /SP shall have to submit a monthly report of sampling to designated person of CSIR-CIMFR.

2.B.5 Service Level Agreement (SLA)

Condition for imposition of LD:

2.B.5.1 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.

2.B.5.2 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.

2.B.5.3 In case the service provider fails to undertake the job as instructed in writing by the purchaser the same may result in forfeiture of the Performance Security as applicable for the amount of work assigned to him.

2. B.6 Rate of imposition of LD:

Sl. No.	Delay in no. of	Percentage of LD to be	Remarks
---------	-----------------	------------------------	---------

	Days (excluding the date of sample preparation) beyond (six/eight days) the time schedule mentioned below	imposed on sampling bill	
1	Up to 2 days	10%	On failure of submission of samples and related documents the LD will be imposed on SP for corresponding quantity of coal sampled. (applicable for both loading and unloading end.)
2	>2 to 5 days	30%	
3	>5 to 8 days	50%	
4	>8 days & above	80%	

2.B.6.1 The delays may also be inter-alia considered as cause for termination of contract. However, CSIR-CIMFR may waive off imposition of LD in part or full provided they are satisfied with the justification put forward by the SP to justify that delay is not directly attributable to the SP.

2.B.7 PERFORMANCE SECURITY: The Successful SP shall have to deposit Performance Security at the rate of 3% of Contract Value UPFRONT as below:

2.B.7.1 **Within 21 days of receipt of the notification** of award Agreement/ contract, the SP shall furnish a, Performance Security of **3% of annual contract value valid till 90 days beyond the respective annual Contract period.**

2.B.7.2 The Performance Security shall be **denominated in Indian Rupees** only. No interest shall be payable on Performance security deposit.

2.B.7.3 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

2.B.8. REFUND OF PERFORMANCE SECURITY: -

2.B.8.1. The Refund of Security Deposit will be subject to CSIR-CIMFR's right to deduct appropriate dues against the SP under this contract. On completion of the entire work and certified as such by competent authority after 90 days from the date of completion of work.

2.B.8.2. 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.

2.B.8.3. Performance security will be refunded back to the Service Provider after 90 Days 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.

2.B.8.4 CSIR- CIMFR reserves the right to deduct appropriate dues against the SP under this contract from the running Bills.

2.B.9. Performance Review:

2.B.9.1 Performance review of the contract will be done every year based on which extension on yearly basis will be provided.

2.B.10 Jurisdiction :

2.B.10.1 The place of jurisdiction is Dhanbad, Jharkhand, India.

CHAPTER 3

(Schedule of Requirement)

3.1 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 other Coal Producing companies 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.

3.1.1 Quantity to be sampled: Estimated total quantity is 1050 Million Metric Tonnes per year or completion of job per term, if needed twenty five percent can be increased by the Competent Authority (The quantity may vary according to actual requirement) for a conditional period of three years/terms or terms whichever is earlier. The total quantity to be samples per annum or term is 1050 Million Metric Tonne (MMT) which includes 360 MMT for Digwadih and Raniganj; 200 MMT for Ranchi; 210 MMT for Bilaspur; and 280 MMT for Nagpur. Any zone reaching the total quantity of coal to be sampled will end its term or year and a fresh agreement must be signed for commencement of subsequent term or year. The period of sampling contract will be up to maximum of three terms or years, whichever is earlier. The Service Provider for respective zone should inform the Institute regarding the quantity sampled every month and immediately after completion of 80% of the quantities of respective zones.

Zones/ Research Centres/Cam pus	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 Metric Ton per annum per Zone)
Digwadih Dhanbad including Raniganj	BCCL, NCL, ECL, NTPC mines and power utilities covered by this zone	120	360 MT
Ranchi	MCL, CCL, NTPC Mines and power utilities covered by this zone.	70	200 MT
Bilaspur	SECL, NTPC Mines and power utilities covered by this zone	70	210 MT
Nagpur	WCL, SCCL and power utilities covered by this zone	80	280 MT

3.1.2 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. In case of increased no. of samples at site, manpower should be sufficient to handle the samples. This increased number of manpower will be as per the mutual consent and final decision of CSIR-CIMFR.

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

3.1.3 Collection, preparation, parting and transportation of the samples will be under the supervision of CSIR-CIMFR.

3.1.4 The SP will be required to provide all the consumable items on his own expenses which may include

- Broom, brush and other additional items, as desired by CSIR-CIMFR, for cleaning of the area before start of sampling activity on each day/shift
- Proper devices, as requested by CSIR-CIMFR, for sample preparation and quartering and coning of the samples under preparation
- high density polythene bags with sealing tags for all samples. The Bags should be embossed with CSIR emblem and of the company working in that loading or unloading point
- self-locking capped metal bottles for referee samples and self-locking capped bottles for other final samples with hologram and unique ID.

--High quality double layered polythene coated gunny bags for keeping gross samples with sealing tags which shouldn't be adulterated/ reused, mutilated or torn. The Bags should be embossed with CSIR emblem and of the company working in that loading or unloading point.

--local motor/suitable transport arrangement for the safety of samples from sampling site to preparation and storage sites/alternate arrangements.

-- high density polythene bags with sealing tags for carrying samples to site laboratory including TM samples.

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

-- Sufficient quantities of hard cover Registers to maintain all necessary records and documents, as desired by CSIR-CIMFR. Each Register should maintain records of same type, as requested by CSIR-CIMFR. The filled-up registers should be submitted to IO/PL of concerned zone of CSIR-CIMFR for record. The entered documents should be signed by working supervisor of SP, CSIR-CIMFR and other officials of coal producing companies and Power utilities, if present at site. However, SP has to keep the duplicate records with them and should submit to this office as and when required by CSIR- CIMFR.

- 3.1.5 Signing of indemnity bond for samplers and supervisors will be issued by SP with the coal company and power utility if required.
- 3.1.6 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.
- 3.1.7 SP is required to submit the tonnage certificate duly signed by coal companies and power companies for loading ends and by power utilities for unloading sites respectively on monthly basis and the same will be attached in his invoice.
- 3.1.8 **Referee Sample** shall be handled by SP at loading and unloading sites under the strict supervision and instruction from CSIR-CIMFR. During coding of Referee samples all the consumables including sealing tag with Unique serial no. and sufficient manpower has to be provided by the SP.
- 3.1.9 SP will have to 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/very thin paper and fevicol are to be provided by SP.
- 3.1.10 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.
- 3.1.11 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 3.1.2.
- 3.1.12 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 representatives of coal companies and power utilities are not present the work will be done by SP in presence of CSIR- CIMFR.
- 3.1.13 Prepared sample(s) will be transported by the SP to respective CSIR-CIMFR Research Centers in tamper proof manner in boxes under the strict and manual supervision of Service Provider's personnel. Samples should not be left unattended at any time.
- 3.1.14 SP must arrange safety appliances/kits (fluorescent dress, helmet, mining shoes, umbrellas, rain coats and torches etc.) to all the samplers and supervisors for proper execution of the sampling activity.
- 3.1.15 SP shall have to provide sufficient quantity of tools and tackles and consumable items {including bar-code printing for all samples on high quality stickers at 4 labs at Digwadih (including Raniganj), Ranchi, Bilaspur and Nagpur and bottles for referee sample with hologram and unique ID}, manpower and suitable 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 SP along with an ID card of the SP. Any other additional item if desired by CSIR- CIMFR, then with mutual consent the same should be provided by the SP.

3.2. 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.

- 3.2.1 The details of Documentation of Sample: As per the Annexure –II i.e. Documentation of Sample or as time to time suggested by CSIR-CIMFR team.
- 3.2.2 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.
- 3.2.3 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 instructions of CSIR-CIMFR. The transportation facility for this purpose has to be provided by the SP at their own cost.
- 3.2.4 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.

- 3.2.5 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.

3.3 TERMS AND CONDITIONS FOR SAMPLING AT LOADING POINTS AND UNLOADING POINTS:

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 Samples shall be drawn from every placement consignment/rake /MGR-wise.

3.4. Detailed modalities for Sampling

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

A. 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 may be 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 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.
- 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 samples.
- 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.)

3.4.2 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 or time to time as advised by CSIR- CIMFR.**

3.4.2.1 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, ash and GCV on Equilibrated basis.

3.4.2.2 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 at loading end and three parts, viz. Part -1 CSIR-CIMFR, Part-2 Power utility and Part-3 Referee sample at unloading ends.

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, self locking capped metal bottles for Referee Samples and self locking capped bottles for other final samples with hologram and unique ID and other items required for collection, preparation and storage of the sample should be of standard quality and shall be provided by the SP.

3.4.2.3 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 samples.

3.4.2.4 The SP 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.

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

CHAPTER -4

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:

4.1 Financial Criteria

It is desired that the bidder should be sound enough to maintain the work for minimum three months with their own resources in their respective zones. Hence, for meeting the financial qualification criteria, the minimum annual turnover for each zone in Coal and/or Mineral Sampling during each of the last three financial years (2019-20, 2020-21, 2021-22) are given in Table 1:

Table No. 1

Sl.	To be eligible for applying bid in the following CSIR-CIMFR Zone respectively	Minimum Annual Turnover in Crores (INR) in Coal and/or Mineral Sampling during each of the last three financial years (2019-20, 2020-21, 2021-22)
1.	Digwadih & Raniganj	15
2.	Ranchi	8
3.	Bilaspur	8
4.	Nagpur	12

(i) The bidders who submit bids for more than one zones should submit turnover documents for the zones applied for. The Turnover documents submitted to this office should be at least equal to the sum of Minimum Annual Turnovers in Crores (INR) in Coal and/or Mineral Sampling during each of the last three financial years (2019-20, 2020-21, 2021-22) for the respective zones applied for. For example, if a bidder quotes for Sl. No. 1 and 2, his annual turnover should not be less than Rs. 23 Crores in each of the last three financial years (2019-20, 2020-21, 2021-22).

(ii) In case it is found that the firm has not provided the documents proving minimum annual turnover required for the zones applied for, CSIR-CIMFR reserves the right to consider for evaluation of the technical bid for the zones with highest required annual turnover zone first, then the next higher turnover zone and so on. The annual turnover required for each zone is mentioned in Table 1. For example, If a bidder has submitted a bid for Sl. No. 1, 2 and 4 providing Documents indicating Turnover of only 30 Crores, then the bids submitted for only Serial No. 1 and 4 will be considered. Similarly, If the annual turnover submitted is that for Rs. 25 Crores then only the bids for Sl. No. 1 and 2 will be considered for evaluation.

Following supporting documents (self attested) may be submitted in support of claim of fulfilling Annual Turnover criteria as mentioned above :

- (A) Income Tax return for the Financial Years 2019-20, 2020-21 ad 2021-22.
- (B) Certified Copy of GST registration and GST return for last Three years.
The SP should abide by the Provisions of GST in case of award of Contract.
The successful bidder after entering into an agreement will have to provide the GST number for that particular zone for which the contract has been awarded.
- (C) Annual Turnover certificate from CA (with valid UDIN certificate) in the field of sampling of coal and / or minerals, for the Financial Years 2019-20, 2020-21 and 2021-22.
- (D) Audited Balance Sheets of Bidders for last (03) three financial years (viz. 2019-20, 2020-21 and 2021-22).
The list of the supporting documents pertaining to the turnover may be submitted duly certified by the bidder.

4.2 Experience Criteria:

The bidder should furnish documentary evidence in the Techno- commercial bid to demonstrate that they meet the following experience requirements:

- (a.) The bidder should have legal right to operate in India.
- (b.) Self Attested And sealed Work orders and certificates of successful completion of the work orders (by the competent authority of the service user) in support of claim of experience of executing the contracts of coal or / and mineral sampling work involving bulk dispatch by Rail/Road/Sea, of a minimum value as mentioned in the Table 2 annually for last three financial years (viz., 2019-20,2020-21 and 2021-22) should be submitted:

Table No. 2

Sl.	To be eligible for applying bid in the following CSIR-CIMFR Zone respectively	Minimum Annual value of contracts executed in Crores (INR) in Coal and/or Mineral Sampling during each of the last three financial years (2019-20, 2020-21, 2021-22)
1.	Digwadih	15
2.	Ranchi	8
3.	Bilaspur	8
4.	Nagpur	12

Such job contracts should be enlisted in the following format (Table 3) and submitted with the Techno- commercial bid.

Table No. 3

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

- (i) The bidder may submit single or multiple work orders indicating the experience for which the bidder has quoted. If the bidder has submitted a single work order which is acceptable for qualification as mentioned in Table 2, then the bidder should enclose the experience certificate in all the bids for which the bidder has quoted with a declaration for which the bidder has submitted the work orders.
- (ii) If a bidder submits single/ multiple work orders indicating the experience for more than that required for the zones for which bids submitted (as per Table 2 above) , then the bidder will be considered only for the zones for which the bidder has applied for and will not be considered for additional zones.
- (iii) Repetition of work orders is not allowed and such work orders will also not be considered for bids submitted for more than one zone.
- (iv) The bidders who submit bids for more than one zones should submit work orders for the zones applied for. The value of work orders submitted to this office should be at least equal to the sum of Minimum Annual Turnovers in Crores (INR) in Coal and/or Mineral Sampling during each of the last three financial years (2019-20, 2020-21, 2021-22) for the respective zones applied for. For example, if a bidder quotes for Sl. No. 1 and 2 , the total value of the work orders should not be less than Rs. 23 Crores in each of the last three financial years (2019-20, 2020-21, 2021-22) .
- (v) In case it is found that the firm has not provided the work orders of total value required for the zones applied for , CSIR- CIMFR reserves the right to consider for evaluation of the technical bid for the zones with highest required experience first , then the next higher zone and so on. The Minimum required Annual value of contracts executed for each zone is mentioned in Table 2. For example, If a bidder has submitted a bid for Sl. No. 1, 2 and 4 providing Documents indicating experience of only 30 Crores, then the bids submitted for only Serial No. 1 and 4 will be considered. Similarly, If the total value of work orders submitted is that for Rs. 25 Crores then only the bids for Sl. No. 1 and 2 will be considered for evaluation, if applied for .

4.3 Two different subsidiaries/companies of same parent group cannot participate individually for this tender. Such Bids will be summarily rejected.

4.4 To maintain sanctity of tendering system, one Indian agent cannot represent two different foreign principals in the tender. Such Bids will be summarily rejected.

4.5 Bidders are required to bid for both loading and unloading sites for the respective Zone in the prescribed format. The bidder may quote for one or more zones of CSIR-CIMFR in a single bid. However, evaluation of techno-commercial bids submitted by each vendor will be done for each zone separately.

CHAPTER 5

Price Schedule Forms

Important Note:

In case of Submission of E-bids through E-tenders - <https://etenders.gov.in/>, price bid should be uploaded as BoQ.xls and PDF Price Schedule.

However, the excel BOQ on etenders portal is only for representational purpose. Any values may be filled in the columns of the excel BOQ on etenders portal. However, prices quoted in the excel BOQ on etenders portal will not be considered. Price Bid in pdf format as per the below format must be submitted without alteration in the format as required in the NIT which will only be considered for price bid evaluation.

FORMAT OF PRICE SCHEDULE FORM FOR QUOTING RATES

Zones	CIL Subsidiaries, SCCL, imported coal & others and Power utilities to be covered for coal sampling	Number of loading and unloading sites * (Approx.)	Estimated Quantity (mmt) per year.	Quoted price per Metric ton per zone (in Rs. Exclusive of GST/taxes)	Quoted price for total qty to be sampled in a year zone wise (in Rs. Exclusive of GST/taxes)
			(A)	(B)	(A x B)
Digwadih Dhanbad including Raniganj	BCCL, NCL, ECL etc. and power utilities covered by this zone	120	360		
Ranchi	MCL, CCL etc. and power utilities covered by this zone	70	200		
Bilaspur	SECL etc. and power utilities covered by this zone	70	210		
Nagpur	WCL, SCCL etc. and power utilities covered by this zone	80	280		

*Note: actual of

and unloading sites may vary during actual execution of sampling work and may also vary per day in a year or term.

The number loading

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.

Date:

Place:

Name of the Authorized Signatory

Designation

Seal of the Company

CHAPTER 6
Contract Form

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 [*insert complete name and address of Purchaser*] (hereinafter called “the Purchaser”), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier 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:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, 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 Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) [*Add here any other document(s)*]

03. 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.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier 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 Supplier
Signed: [*insert signature of authorized representative(s) of the Supplier*]
in the capacity of [*insert title or other appropriate designation*]

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

CHAPTER 7

Other Standard Forms
(To be enclosed as indicated below)

Table of Contents

Sl. No.	Name	Remarks by bidder <u>Compliance/ Document submitted</u> <u>(Y/N)</u>
01.	Bidder Information Form (to be enclosed with the technical bid)	
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)	
03.	Bid Security Form (In case of EMD)	
04.	Bid Securing Declaration. (NOT APPLICABLE)	
05.	Performance Statement Form (to be enclosed with the technical bid)	
06.	Deviation Statement Form (to be enclosed with the technical bid)	
07.	Service Support Detail Form (NOT APPLICABLE)	
08.	Bid Form (to be enclosed with the priced bid)	
09.	Performance Security Form (After the acceptance of Purchase order)	
10.	Acceptance Certificate Form (Not applicable)	
11.	Integrity Pact (to be enclosed with the technical bid)	
12.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be enclosed with the technical bid)	
13.	Format of Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23 rd July, 2020 (to be enclosed with the technical bid)	
14.	CA's certificate for local content (in their own format) (%) (to be enclosed with the technical bid)	
15.	Price Schedule Form as per Chapter 5 (to be enclosed with the price bid)	

Note: Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.

Bidder Information Form
(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

- (a) *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]*

Date: *[insert date (as day, month and year) of Bid Submission]* Tender No.: *[insert number from invitation for bids]*

Page of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	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>
07.	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, above.

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM
(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and been closed with the technical bid.

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

Tender No.: *[insert number from Invitation for Bids]* To: *[insert complete*

name and address of Purchaser] WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

(In case of EMD)
BID SECURITY FORM
(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

Whereas _____ (hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”)

In the sum of _____ for which payment will 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 _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
- Or
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

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 the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e. up to and any demand in respect thereof should reach the Bank not later than this date.

 (Signature of the authorized officer of the Bank)

Name and designation of the officer Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Bid-Securing Declaration Form
(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date: _____
Bid No. _____

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on _day of ____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PERFORMANCE STATEMENT FORM
(Refer para 5.1.2 (ix)(e) of the CSIR Manual)

(For a period of last 3 years) Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :
Date :

DEVIATION STATEMENT FORM
(Refer para 5.1.2 (ix)(f) of the CSIR Manual)

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part / Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

SERVICE SUPPORT FORM
(Refer para 5.1.2 (ix)(g) of the CSIR Manual)

Sl. No.	Nature of training Imparted	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address

Signature and Seal of the manufacturer/Bidder.....

Place:

Date:

Bid Form
(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

Invitation for Bid No.: *[insert No of IFB]* To: *[insert*

complete name of Purchaser] We, the undersigned, declare

that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:
[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM
(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No..... datedto supply (description of goods and services) (herein after 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier 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 supplier shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

This guarantee shall be 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 Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness etc...

ACCEPTANCE CERTIFICATE FORM
(Refer para 5.1.2 (ix) (j) of the CSIR Manual)

No. _____ Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

- (a) Contract No. _____ Date _____
- (b) Description of the equipment _____
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts. _____
- (f) Scheduled date for completion of installation /commissioning _____
- (g) Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning _____
- (k) Penalty for late delivery (at Lab./Instts. level) ₹ _____
- (l) Penalty for late installation (at Lab./Instts. level ₹ _____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

For Purchaser

Signature

Signature.....

Name.....

Name.....

Designation

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date.....

Date.....

Format of Integrity Pact*(Refer para 5.1.2 (ix) (k) of the CSIR Manual)**(Supplier is requested to submit duly filled, signed and sealed Integrity Pact on e-tenders as well as in hard copy on Rs. 100 on Non-judicial stamp paper)**(Should be delivered in original on or before tender opening date, at: COSP, CSIR-CIMFR, Barwa Road Campus, Dhanbad-826001)***INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by __ hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/Contractor.”

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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.
 - (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)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed

by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.

- (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.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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 take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex - "B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (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) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the 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/provided to Independent Directors on 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 for 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.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1: (Name &Address):_____

Witness 2: (Name &Address):_____

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1.3.2.3 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref.No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir, With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity including the CSIR labs/Institutes are asunder:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23rd July, 2020

(Refer to ITB Clause 1.46)

I Have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder...M/s..... is not from such country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

N.B –In case of partnership or consortium this form needs to be filled by each partner separately.

Chapter 8:

ANNEXURE – I **Schedule of Quantities**

Indicative Quantity from different loading sites dispatched to Thermal Power Plants.

Zone wise loading and unloading points to be covered for sampling. These loading and unloading sites are only indicative. It may vary time to time as per requirement.

Zones	Loading Points	Unloading Points	Approx. Qty. (in mmt) p.a.
Digwadih (including Raniganj)	NCL- All loading sites BCCL- All loading sites ECL- All loading sites NTPC MINES	APCPL, Jhajjar NTPC Rihand NTPC Singrauli NTPC Vindhyachal Kota, RRVUNL Chhabra, RRVUNL NTPC, Kahalgaon NTPC, Farakka NTPC, Dadri NTPC, Unchahar NTPC, Barh NTPC, Barauni NTPC Bongaigaon NTPC, Tanda NTPC Navi Nagar KBUNL, Kanti BRBCL, Navi Nagar BTPS, DVC CTPS, DVC KTPS, DVC DSTPS, DVC MTPS, DVC RTPS, DVC PGCL, UP MPL, Jharkhand HTPS UPRVNL OTPS UPRVNL and other power station as per requirement	360 MT

Ranchi	MCL - All loading sites CCL- All loading sites NTPC MINES	NTECL, Vallur NTPC Simhadri NTPC Darlipalli Talcher Super Thermal Rosa Power Limited TTPS, Tenughat and other power station as per requirement	200 MT
Bilaspur	SECL - All loading sites NTPC MINES	NTPC Korba NSPCL, Bhilai NTPC Sipat MPPGCL, Birsingpur MPPGCL, Khandawa NTPC, Lara Meja Urja Nigam LPGCL UP STPS RRVUNL KhSTPP RRVUNL LANCO Amarkantak. CSPGCL, Marwa (CG) and other power station as per requirement.	210 MT
Nagpur	WCL - All loading sites SCCL - All loading sites	NTPC Mouda MAHAGENCO NTPC Ramagundam NTPC Kudgi NTPC Khargaon NTPC Gadawara NTPC, Solapur ATPS MPPGCL, STPS MPPGCL, GSECL Raichur & Bellary, KPCL Yermarus TPS, KPCL and other power station as per requirement	280 MT

ANNEXURE – II

Documentation of Sample

LOADING/UNLOADING END SAMPLING DETAILS FOR DOCUMENTATION

NAME OF COAL COMPANY/POWER UTILITY:
AREA:

Sl. No.	F Note No.	Sample Code No.	Name of Siding	Date of Loading/ Unloading	No. of Wagons	Rack No./ Ref NO.	R.R. No. and Date	Certified Quantity	Destination	Sample Collection Date	Sample Preparation date	Referee Sample Seal No.	Date and Time of Submission of Sample at CSIR- CIMFR	Delay (No. of days) in submission of samples.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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

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

SIGNATURE OF REP
NAME:
NAME OF SP