



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

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क्रयनिविदासं०/ PUR NIT NO-27/SPO/2018-19

दिनांक/ Date: 01.05.2019

वैश्विकनिविदा/GlobalTender

बोलीपूर्वसम्मेलनतदोपरांतनिविदाहेतुआमंत्रण/Invitation for Tender

निदेशक, सीएसआईआर-सिंफर, धनबाद नीचे वर्णित तकनीकी सेवा हेतु मूलसेवा प्रदाताओं / उनके अधीन प्राधिकृत, भारतीय एजेंटों (यदिहो), को निम्नलिखित मद हेतु हार्ड-कापी निविदा द्वि-पद्धती बोली में जमा करने हेतु आमंत्रित करते हैं / Director, CSIR-CIMFR, Dhanbad invites Principal service providers/authorized Indian agents of foreign principals, for submission of quotations in two bids from Principal service providers/ Indian agents for procurement of services for the job of collection, preparation and transportation of Iron Ore samples under supervision of CSIR-CIMFR -

क्रम/ S.N.	मद का नाम/ Name of the item पत्रावली संख्या/ File No. CIMFR/PUR-12 (04)2018	मात्रा/ quantity	ईएमडी/ EMD in INR
1.	सेवाप्रदाता (प्रदाताओं) को एनएमडीसी के दोनिमलाई तथा कुमारस्वामी लोह अस्यक डिस्पैच साइट से सैम्पल्स को इकट्ठा करना, तैयार करना, वर्गीकरण (पार्टिंग) करना एवं परिवहन कर दोनिमलाई तथा कुमारस्वामी सैम्पल तैयार करने के स्थान तथा एनालिसिस लैब तक सीएसआईआर-सीआईएमएफआर (सिंफर) के प्रतिनिधि तक कुशलता से पहुंचाना/Principal service providers/Indian agents of foreign principals, for procurement of services for the job of collection, preparation, parting and transportation of Iron Ore samples under supervision of CSIR-CIMFR from dispatch sites of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines. For technical details, please contact: Dr. Manish Kumar, Mob- 9431319972, e-Mail- manishcfri@gmail.com, manish@cimfr.nic.in	अनुमानित मात्रा 12 मिलियन टन प्रतिवर्ष (मात्रा वास्तविक आवश्यकता के आधार पर परिवर्तित हो सकती है)/ Estimated 12 Million Metric Tonnes per year. (The quantity may vary according to actual requirement)	रु पाँच लाख चालीस हजार मात्र / Five Lakh forty thousand only (Rs. 5,40,000.00)

कृपयाध्यान दें/Please note-

- 1- बोली जमा करने/खोलने का स्थल: सीएसआईआर -केन्द्रीयखननएवंईंधनअनुसंधानसंस्थान, बरवारोड, धनबाद, झारखंड, भारत में होगा/ CSIR-CIMFR, Barwa Road, Dhanbad (Jharkhand) India will be the venue of bid submission/opening.
- 2- निविदा जमा करने की अंतिम तिथि व समय/Date & time for bid submission: **14.05.2019 up to 1:00 P.M.**
- 3- तकनीकी निविदा खोले जाने की तिथि व समय/Date & time for opening of techno-commercial bids: **15.05.2019 after 3:00 P.M.**
- 4- इच्छुक बोली दाता पुनरीक्षित निविदा के अनुसार अपनी निविदाएँ जमा करें/Interested bidders may kindly submit their quotients as per the revised NIT.

5. इच्छुक बोली दाता उपरोक्त विषय में विस्तृत जानकारी भंडार एवं क्रय अधिकारी, सीएसआईआर-सिंफर, धनबाद, झारखंड, भारत से प्राप्त कर सकते/ Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-CIMFR, Dhanbad, Jharkhand, INDIA.
6. इच्छुक बोली दाता निविदा शुल्क जमा कर के निविदा प्रपत्र प्राप्त कर सकते हैं। निविदा शुल्क ₹0 300.00 का डिमांड ड्राफ्ट निदेशक, सीआईएमएफआर, धनबाद के नाम किसी राष्ट्रीयकृत बैंक से बनवाकर एक लिखित आवेदन के साथ कार्यालय में जमाकराया जा सकता है। निविदा शुल्क गैर वापसी वगैर हस्तांतरित है। निविदा जमा करने की अंतिम तिथि से तीन कार्य दिवस पूर्व तक निविदा पत्र व्यक्तिगत अथवा डाकद्वारा इस कार्यालय से क्रय किए जा सकते हैं। कार्यदिवस की अवधि 9:00 बजे प्रातः काल से 5:30 बजे सायंकाल तक है। अथवा निविदा पत्र हमारी वेबसाइट www.cimfr.nic.in से सीधे निःशुल्क भी डाउनलोड किये जा सकते हैं/ Interested bidder can obtain tender documents by depositing tender fee. The tender fee of Rs. 300/- in form of a demand draft drawn in favour of The Director, CIMFR, Dhanbad from any of the nationalized bank can be submitted with a written application in this office. Tender fee is non-refundable and non-transferable. Tender forms can be purchased from this office on all working days up to three days prior to the last date of submission of the tender documents, either in person or by post. The working hours are from 9:00 a.m. to 5:30 p.m. Alternatively, the bidding documents can also be downloaded directly from our website www.cimfr.nic.in free of cost.
7. वे बोली दाता, जो अपने मूल विनिर्माताओं के बदले बोली जमा करते हैं, उन्हें अनिवार्य रूप से इस निविदा हेतु प्राधिकृत होने से संबन्धित वांछित प्रमाण प्रस्तुत करना होगा अन्यथा उनकी बोली निरस्त की जा सकती है /Bidders who are submitting their bids on behalf of their principal should submit proper authorization certificate indicating them to bid for this tender, failing to which the bid will be rejected.
8. निविदा प्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर इस कार्यालय में पहुंचने चाहिए। संस्थान विलंब / देरी से प्राप्त निविदा पत्रों के प्रति उत्तर दार्शन नहीं होगा। विलंब/देरी से प्राप्त निविदा पत्रों को स्वीकार नहीं किया जाएगा/ The bids must reach to this office on or before the last date & time for submission of tender. Institute will not be responsible for late/delayed. Late/Delayed tenders will not be accepted.
9. यदि बोली दाता एक से अधिक मदों के लिए अपनी निविदा जमा करना चाहता है तो उसे हर मद के लिए अलग से निविदा पत्र जमा करना होगा जिन पर स्पष्ट तौर से मिसिलसंख्यावम दसबंधी विवरण अंकित होना चाहिए। निविदा प्रपत्र फर्म के लेटर हैड पर स्पष्ट तौर से टंकित/कम्प्यूटरटंकित होना चाहिए/In case if the bidder is interested in submitting his bid for more than one item, than he should submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should be neatly typed/ computerized on the letterhead of the firm. If any cutting is there, it should be duly certified.
10. सभी निविदाएँ उपरोक्त निर्दिष्ट बोली प्रतिभूति (ईएमडी) के साथ निर्धारित समय व तिथि के भीतर इस कार्यालय में जमा करा दी जानी चाहिए। नियत समय व तिथि पर निविदाएँ खोली जाएंगी। बोली दाता अथवा उनके वाजिब प्रतिनिधियदि चाहें, तो निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश, यदि निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता है, तो निविदाएँ जमा व खोलने का समय अगले कार्यदिवस में उसी नियत समय होगा। All bids must be accompanied by a bid security(EMD) as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
11. बोली दाता यह भली-भांति सुनिश्चित कर लें, कि उनके द्वारा जमा किया गया निविदा प्रपत्र इस कार्यालय द्वारा की गई चाही गई अहर्ताओं व मांगी गई समस्त जानकारियों को निर्धारित प्रपत्रों पूरा भरने के उपरांत जमा किया गया है। यदि जरूरी हो तो जानकारियों के लिए अतिरिक्त शीट का प्रयोग किया जा सकता है। सक्षम व्यक्ति द्वारा सम्पूर्ण निविदा प्रपत्र मुहर अंकित व हस्ताक्षरित किया चाहिए/ Bidders are required to ensure that the tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be Page numbered with index, signed and stamped by the authorized signatory of the bidder.
12. सीएसआईआर-सिंफर के मांगे जाने पर बोली दाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/प्रमाणपत्र को मूलरूप में सत्यापन हेतु प्रस्तुत करना होगा, विसंगति होने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/On demand by CSIR-CIMFR, the bidder will have to produce the original document/certificate submitted with the quotation for the purpose of verification, mismatch can lead into rejection at any level of the concerned procurement process.

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

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

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

16. लोह अयस्क और/अथवा अयस्क सैंपलिंग कार्यों से पिछले तीन वर्षों में बोली दाता के संचित व्यवसाय की बिक्री (क्यूमुलेटिव बिजनेस टर्नओवर) ₹0 90 लाख तथा अंतिम वित्तीयवर्ष 2017-18 में ₹30.0 लाख से कम नहीं होनी चाहिए। इन के प्रमाण स्वरूप पुष्टि करने वाले कागजात जिनमें ग्राहकों द्वारा कार्यों को संतोषजनक ढंग के पूर्ण किए जाने का भी प्रमाण पत्र संलग्न किए जाएँ/The bidder should have cumulative business turnover of Rs. 90 Lakh during last three financial years (03) and not less than Rs. 30.00 lakh turnover in last financial year 2017-2018 in sampling job of Iron Ore and/or Minerals. These have to be authenticated by supporting documents including the certificates of satisfactory completion of sampling job for the Iron Ore and/ or minerals along with fund transfer details from the client(s). The list of the supporting documents pertaining to the turnover should be submitted duly certified by bidder.

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

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

19. निदेशक, सीएसआईआर-सिंफर को यह अधिकार है कि वह कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार/अस्वीकार कर सकता है, या उसके/ उनके क्रमको भंग कर सकता है जो कि भाग लेने वाले सभी बोली दातों को बाध्यकारी व स्वीकार्य होगा/The Director, CSIR-CIMFR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

भंडार एवं क्रय अधिकारी/ Stores &Purchase Officer

File No. CIMFR/PUR-12(4)2018

Quotations in two bids system for Hiring of Service Provider(s) for Services for collection, preparation, parting and transportation of Iron Ore samples under supervision of CSIR-CIMFR from dispatch sites of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines

CHAPTER 1

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

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A. Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all suppliers.

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

1.2. Cost of Bidding

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

1.3. Fraud and corruption:

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

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

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

B. The Bidding Documents

1.4. Cost of Bidding Documents

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

1.5. Content of Bidding Documents

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

Chapter 1: Instructions to Bidder (ITB)

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

(b) Special Conditions of Contract (SCC)

Chapter-3: Forms- (1) Contract form

(2) Acceptance Certificate form

(3) Performance Security form

Chapter 4: Schedule of Requirements

Part-1 (Technical bid)

(1) Bidder's information form

(2) Manufacturer's authorization form

(3) Bid security/EMD form

(4) Performance statement form

(5) Specifications and allied technical details

(6) Deviation form (technical)

(7) Service support details form

(8) Qualification requirements

(9) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

(10) Documents establishing goods eligibility and conformity to the bidding documents.

(11) DGS&D registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)

Part-II (Financial bid)-

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

(1) Financial forwarding letter

(2) Price schedule form-

(a) Goods/services from abroad

(b) Goods/services within India

(3) Deviation form (financial)

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

1.6. Clarification of bidding documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, request is received not later than ten (10) days prior to the deadline for

submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. Amendment of Bidding Documents

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

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

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

Preparation of Bids

1.8. Language of Bid

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

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

1.9. Documents Comprising the Bid

1.9.1 The bid prepared by the Bidder shall also include:

- (a) Bidder Information Form
- (b) Bid security as specified in the Invitation to Bids.
- (c) Service support details form;
- (d) Deviation Statement Form;
- (e) Performance Statement Form;
- (f) Manufacturer's Authorization Form.

- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (h) Bid form.
- (i) Documents establishing goods eligibility and conformity to bidding documents.
- (j) Applicable Price Schedule Form.
- (k) Valid certificate in case the items/services under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. Bid form and price schedule

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

1.11. Bid Prices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.12. Bid Currencies

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

1.13. Documents Establishing Bidder's Eligibility and qualifications

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

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

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

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

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

1.13.3 Conditional tenders shall not be accepted.

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

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

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

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

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

1.15. Bid Security

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

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

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

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

- (a) Fixed Deposit receipt pledged in favor of the Lab./Institute.
- (b) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Nationalized/Scheduled Indian bank.

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

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

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

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

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

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

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

1.15.11 The bid security may be forfeited:

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

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

1.16. Period of Validity of Bids

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

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

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

1.17. Format and Signing of Bid

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

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

1.17.3 In case the bids are invited **on two-bid system**, the Bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprising all documents listed under clause relating to Documents Comprising the commercial terms, excepting price schedule. Part-II i.e., **Price Bid** shall contain the comprising of duly filled bid

form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

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

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

1.18. Submission, Sealing and Marking of Bids

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

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

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

1.18.4 (a) **The inner and outer envelopes shall be addressed to the Purchaser indicated in the SCC.**

(b) **Bear the name and address of the bidder, Tender No., due date and a warning indicating that the bid(s) should not be opened before the stipulated date the time as specified in the invitation for bids.**

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

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

1.19. Deadline for Submission of Bids

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

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

1.20. Late Bids/ Delayed Bids

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

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

1.21. Withdrawal, substitution and Modification of Bids

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

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

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

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

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

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

1.22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid

forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

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

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

1.23. Confidentiality

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

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

1.24. Clarification of Bids

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

1.25. Examination of the Bids

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

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

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

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

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

(i) The Bid is unsigned.

(ii) The Bidder is not eligible.

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

- (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (v) Bidder has not agreed to give the required performance security.
- (vi) The goods/services quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule and in the prescribed formats.
- (viii) The tenderer has not agreed to essential condition(s) incorporated in the tender enquiry.
- (ix) The tenderer fails to timely respond to query/clarification sought by the Purchaser during the tender evaluation.
- (x) Bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.

1.26. Responsiveness of Bids

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

A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

1.27. Non-Conformity, Error and Omission

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

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

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words

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

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

1.28. Examination of Terms & Conditions, Technical Evaluation

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

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

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

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

1.29. Conversion to Single Currency

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

1.30. Evaluation and comparison of bids

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

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

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

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

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning and training charges including incidental services, if any.

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

- (i) The price of the goods, quoted on **FCA (named place of delivery abroad) or FOB (named port of shipment)**, as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) The installation, commissioning and training charges including incidental services, if any.

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

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

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

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

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

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

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

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

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

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

1.32. Contacting the Purchaser

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

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

1.33. Post qualification

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

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

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

F- Award of Contract

1.34 Negotiations

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

1.35. Award Criteria

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

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

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

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

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

1.38. Notification of Award

1.38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by Speed post/registered letter or by cable or telex or fax or e mail that the bid has been accepted and a **separate purchase order** shall follow through post. **Base upon the information provided by the bidder, the Purchase**

order/Award letter/Contract will include acknowledgement, delivery period, Inco-term, payment terms, Indian Agency Commission, country of origin, port of shipment, port of destination, mode of dispatch, banker's details & charges, penalty, warranty, installation, commissioning & training, freight forwarder-Indian/foreigner etc.

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

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

1.39. Signing of Contract and submission of the PBG

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

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

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

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

1.40. Order Acceptance/Acknowledgement

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

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

1.41. Performance Security

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

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

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

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

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

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

Or,

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

Or

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

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

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

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

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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2.1. Definitions

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

- (i) "Contract" means the Contract Agreement entered into between the Purchaser i.e. CSIR-CIMFR and the Supplier i.e. Service Provider(s) (SP), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (ii) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (iii) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (iv) "Competent Authority" means Director, CSIR-CIMFR or his authorized representative.
- (v) "Completion" means the fulfilment of the Related Services by the Sp in accordance with the terms and conditions set forth in the Contract.
- (vi) "GCC" means the General Conditions of Contract.
- (vii) "SCC" means the Special Conditions of Contract
- (viii) "Services" and Related Services means collection, preparation and transportation of Iron Ore samples as per standard Guidelines/Standing Operating procedure under the supervision of CSIR-CIMFR.
- (ix) "Iron Ore Grade" as per the Annual grade declaration made by the Iron Ore company.
- (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.
- (xi) 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.
- (xii) "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.
- (xiii) "Tenure/duration/term of the contract" means either the Contract period shall be initially for a period of one (01) Year, which may be extended for one (01) more year, subject to satisfactory service or completion of the job assigned for sampling the quantity i.e.12 million tonnes, as one term with 30% enhancement, if any; whichever is earlier, The duration is for three years/terms and extension as explained above.

2.2. Contract Documents

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

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

2.4 Joint Venture, Consortium or Association

If the supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser and should have been formed at least 01 (one) year before the date of floating of the NIT.

2.5. Scope of Work and Responsibilities of SP

2.5.1 Service Provider(SP)/Service Providers (SPs) has/have to undertake the job related for collection, preparation, transportation of Iron Ore samples and housekeeping of laboratory, under supervision of CSIR-CIMFR from dispatch sites of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.16 SP shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and other applicable laws. Before commencement of the work, a copy of which he shall submit to CSIR-CIMFR. The SP shall continue to have a valid license till the completion of work. Any labour related dispute/issue will be dealt by Administrative officer, CIMFR.

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

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

2.5.19 Service Provider (SP) shall, at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CIMFR and shall comply with the statutory provisions like Contract Labour (Regulation & Abolition) Act. 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; Mines Act, 1952. The Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act,1948; Employer's Liability Act, 1938; The Child labour (Prohibition& Regulation Act 1986, Maternity Benefits Act 1961 and/or any other Rules/regulations and/or statues that may be applicable to them. SP shall further keep CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury etc.

2.6 Terms of Payment

2.6.1 Payments shall be made by CSIR-CIMFR on Quarterly basis following financial year (From April to March) after fulfilling all the terms and conditions of the purchase/work order with supporting documents within 30 days, after receipt of bills duly certified by the authorized representatives of CSIR-CIMFR. Bills (in triplicate) shall be prepared by the SP on quarterly basis supported by required documents as given in The payments will be released as

per certified quantity of Iron Ore dispatched by NMDC. If any difference is found in certified quantities, SP should sort out the issue by getting confirmation of the actual tonnage by NMDC. In case of any diversion of the rakes/trucks, the same is to be verified and reported to CSIR-CIMFR by the SP. Based on this, the payment will be released to SP.

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

2.7 Penalty clause:-

2.7.1 Subject to GCC Clause on Force Majeure, if the SP fails to perform the Services within the period(s) specified in the Contract, CSIR-CIMFR shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price unperformed Services or contract value for each work or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, CSIR-CIMFR may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC also indicates the basis for ascertaining the value on which the penalty shall be applicable. Also refer to Para 3.7 and 3.8

2.8. Suspension or Termination of Contract:

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

- (i) If CSIR-CIMFR finds any difficulty statutorily or for reasons beyond its control, including force majeure in continuing the work under the contract.
- (ii) If the SP defaults at any time in proceeding with the work with due diligence or otherwise and continues to do so, after giving 15 working days' notice in writing by the competent authority or his authorized representative. If the SP commits default in complying with any terms and conditions of the contract and does not rectify it or fail to take effective step to rectify it within 15 working days, after receipt of notice in writing as above.
- (iii) If the SP at any time offers or gives or agree to give to any person of CSIR-CIMFR or to any other person on its behalf, any gift or consideration of any kind as an indulgence or reward for doing or for hearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from the CSIR-CIMFR.
- (iv) The SP if voluntarily proceeds for liquidation or the honourable Court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the shareholders shall be appointed or circumstances shall arise which entitle the court or shareholder to appoint a receiver or manager.
- (v) If the SP assigns, sub contract or attempts to assign, transfer or sub contract the entire work or any portion thereof ,CSIR-CIMFR, may without prejudice to any other right, can cancel the contract wholly or only such part of the work in default by the Service Provider.
- (vi) Wilful neglect, insubordination or disobedience by the SP or its employees, the orders of the competent authority or its authorized representative pertaining to safety or any other matter relating to the execution of the work in / under the contract.
- (vii) Failure on the part of the SP, to arrange the requisite consumable items, tools and tackles etc at site and / or failure to start the work on the stipulated dates / or if it is found that the system of payment to the Labourer and staff is not satisfactory and is likely to cause unrest.

- (viii) In the event of non-compliance of Standard Sampling Processes, the SP shall be made liable for any penalties/losses caused to CSIR-CIMFR.
- (ix) During the suspension period CSIR-CIMFR is entitled to get the work done from a party of their choice at SP's risk and cost.

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

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

2.9. Termination for Insolvency:

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

2.10. Termination for Convenience:

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

2.11. Force Majeure:

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

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

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

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

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

2.12. Settlement of Disputes:

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

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

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

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

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

2.12.4 Notwithstanding any reference to arbitration herein,

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

2.13. Governing Language:

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

2.14. Applicable Law:

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

2.15. Taxes and Duties:

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

2.16. Variation in Quantities:

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

2.17. Amendment Clause:

2.17.1 Contractual Terms & conditions can be amended on mutual agreement within the NIT framework, if needed.

2.18. RISK PURCHASE:-

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

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

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

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

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

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

2.19.5 All disputes arising out of this contract in respect of the personnel deployed by the SP with regard to their

salaries/wages or any other matter connected with their service conditions is solely and wholly the responsibility of the SP. The CSIR-CIMFR will be free from all encumbrances either from the Govt. or from any other sources.

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

2.19.7 SP shall, at his own cost, take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CIMFR and shall comply with the statutory provisions like Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Mines Act, 1952. The Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Child Labour (Prohibition & Regulation) Act, 1986, Maternity Benefits Act 1961 and/or any other Rules/regulations and/or statutes that may be applicable to them. SP shall further keep CSIR-CIMFR indemnified from all acts of omission, fault, breaches and/or any claim, demand loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. SP's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws of rules framed there under or any of these, the CSIR-CIMFR shall be entitled to recover of the such losses or expenses from the SP's payments, which it may have to suffer or incur on account of such claims, demands, loss or injury. The SP is fully responsible to observe the above laws as amended from time to time in regard to their employees and compensation and other benefits & risks in relation to employees to be engaged by them.

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

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

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

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

2.19.12 All the required training (to the deployed man power) for the work of collection and preparation of Iron Ore samples at Loading and Unloading points will be sole responsibility of SP.

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

2.20 Discretion of Director, CSIR-CIMFR

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

CHAPTER-3

3.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

Kind Attention: **STORES AND PURCHASE OFFICER**

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

Telephone: **03262296030**

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

3.3 BID PRICES:

3.3.1 The bidder shall quote for the estimated quantity from Iron Ore dispatch points as given in Price schedule form. Corrections, if any, shall be made by crossing out, putting signature initials/ date and rewriting.

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

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

3.4 Documentation and Submission of samples :Will be instructed to successful bidders.

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

3.5. Condition for penalty:

3.5.1 No Iron Ore dispatch should be allowed to be left un-sampled. In case of any dispatch goes un-sampled due to the failure of the SP, double the rate of sampling charges (as quoted by SP) shall be imposed on un-sampled quantity on the SP.

3.5.2 The samples collected up to 1:00 pm shall be prepared **and prepared samples should reach the CIMFR representative by 8:00 am next day** at NMDC, Donimalai Complex. **Samples collected after 1:00 pm should be prepared should reach the CIMFR representative by 3:00 pm next day** at NMDC, Donimalai Complex. In case of delay, following penalties shall be imposed as **per clause No.3.8** on payable amount of the SP on quantity of Iron Ore covered by those gross/final samples at Dispatch end. In case of failure of mechanised sample preparation equipment, preparation to be done manually.

3.6 Rate of Penalties: Timing of penalty will be considered as per the working hour of NMDC Lab.

Sl. No.	Delay in no. of Hours beyond the time schedule mentioned below	%age of penalty of sampling bill	Remarks
1	Up to 2 hours	10%	On failure of preparation of samples and related documents the penalty will be imposed on SP on corresponding quantity of Iron Ore sampled.
2	2 to 4hours	30%	
3	Beyond 4 hours	80%	

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

3.6.2 There will be three mode of sampling one from truck, from belt and from rake. Truck sampling will be normally from 6:00 am to 6:00 pm and belt and rake sampling will be for 24 hours.

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

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

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

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

3.7.3 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

3.8. REFUND OF PERFORMANCE SECURITY: -

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

after six months from the date of completion of work.

- 3.8.2. 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.
- 3.8.3. Performance security will be refunded back to the Service Provider, after six months of receipt of his final bill after it duly performs and on completion of all such obligations under the contract in all respect. No interest shall be payable on Performance Security.

CHAPTER-4

(Schedule of Requirement)

- 4.1.1. Scope of Work:** Services in collection, preparation directed by CSIR-CIMFR (BIS-IS:1405 or NMDC SOP) and transportation of Iron Ore samples from dispatch sites of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines. Detailed documentation and specification of Iron Ore samples collected and being supplied is also to be furnished.
- 4.1.2 Quantity to be sampled: Estimated 12 Million Metric Tonnes per year or completion of job per term, if needed thirty percent can be increased by the Competent Authority (The quantity may vary according to actual requirement) for a period of one year or term whichever is earlier.
- 4.1.3 CSIR-CIMFR will be providing the required training to the manpower of the selected SP for the work of Collection and preparation of Iron Ore samples.
- 4.1.4 Collection, preparation, parting and transportation of the samples will be supervised by CSIR-CIMFR
- 4.1.5 The SP will be required to provide all the consumables items at his own expenses which may include
- high density polythene bags with sealing tags for all samples.
 - high quality double layered polyethene coated bags for keeping gross samples.
 - local transport arrangement from sampling site to preparation, analysis and storage sites.
 - providing safety kit and proper dress to all samplers and supervisors deployed for duty.
- 4.1.6 Signing of indemnity bond for samplers and supervisors will be issued by SP with NMDC.
- 4.1.7 All labour laws related issues and disputes including payment, wages, bonus, ESIC, EPF, etc. will be dealt by the SP and CIMFR will not be responsible for these. SP will be submitting an undertaking of above effects along with the submission of his bills each time.
- 4.1.8 SP is required to submit the tonnage certificate duly signed by NMDC on monthly basis and the same will be attached in his invoice.
- 4.1.9 SP will have ensure proper sealing of the samples, locking of windows and doors of storage rooms including almirah/lockers. Godrej make locks have to be provided by SP. Suitable sealing materials like kite paper and fevicol are to be provided by SP.
- 4.1.10 Service Provider will support CSIR-CIMFR team in preparation of sample as per SOP.
- 4.1.11 The SP will be allowed to utilize the existing sample preparation facilities/machineries and testing equipment of the NMDC at dispatch ends. All the consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be supplied by the SP, including sufficient man power.
- 4.1.12 Collection and preparation of samples by the SP will be witnessed by NMDC and CSIR-CIMFR representative, however if they are not present the work will be done by SP.

- 4.1.13 Prepared sample will be transported by the SP to CSIR-CIMFR Representatives at Donimalia and Kumarswami Iron Ore Mines of NMDC to analysis labs of respective mines in tamper proof manner.

4.2. DESCRIPTION OF JOB:

The detailed job descriptions of the work (Collection, Preparation, parting and transportation of samples) has been given below. However, all the above activities of collection and preparation of samples of dispatch points will be performed by the appointed SP in the premises /laboratories of the area/unit of NMDC

- 4.2.1 The SP has to ensure safe transportation of collected samples in vehicle from loading/unloading Dispatch sites to respective sample preparation labs/storage rooms at their own cost.
- 4.2.2. In case the requisite facilities, machineries, laboratories are not available and / or inadequate at the dispatch ends, the SP will prepare the samples as per the instruction of CSIR-CIMFR. The transportation facility for this purpose has to be provided by the SP at their own cost.
- 4.2.3 The laboratory equipment and related infrastructures provided by the NMDC for Iron Ore sampling should be properly used by the SP and avoid mishandling of the machineries / equipment. It will be obligatory on the part of SP to hand over the machineries / equipment in proper running condition after close of the contract.
- 4.2.4 In case of breakdown on equipment for more than 24 hrs, arrangements will be made for manual sizing up to 100 mesh.

4.3. TERMS AND CONDITIONS FOR SAMPLING AT DISPATCH POINTS:

- 4.3.1 Representatives of CSIR-CIMFR, NMDC shall have the right to witness SP's work and make observations, if necessary on the work of sampling and sample preparation.
- 4.3.2 The SP shall make its own arrangement to know well in advance the time of placement of rake(s)/trucks and running of loaded belt conveyor at dispatch points so as to ensure timely sampling of the entire Iron Ore in the consignment /lot (Belt /rakes/trucks). Sampling may have to be carried out any time during day and night on all days as per Belt/wagons/ trucks placement. For this purpose, the SP shall have to keep adequate manpower round the clock for sampling.

4.4. Detailed modalities for Sampling

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

A. 4.4.1 General

Sample shall be collected source wise, grade-wise at dispatch 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 Iron Ore Company and CSIR-CIMFR.
- b) Name the Iron ore Mines/ siding, date of collection and other identification details (eg. Rake no. in case of rail supply)/details of Truck 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 IRON ORE FROM RAKES/TRUCKS/BELT CONVEYOR

SOP for Collection and Preparation of Iron Ore Sample

Objective: To know the grade of lump ore and fine ore dispatched to various customers.

Sample collection will be done in accordance with IS 1405:2010 at Donimalai and Kumaraswamy Iron Ore Mines under the supervision of CIMFR.

Collection of samples:

- a. **Sampling from free falling of conveyor-509:** One rack will be divided into four sub lots. Mass of each sub lot will be approx. 1000 ton. Approx 400 kg sample will be collected from each sub lot. Eight number of increment will be taken from each sub lot. Approx mass of each sub lot will be 50 kg. Duration of increment will be on mass basis or time basis will be decided as per carrying condition of belt. The number of unit samples to be drawn at regular interval for different categories of iron ore. No of rakes will be approx. 4 per day.
- b. **Sampling during loading of trucks:** A lot will constitute 1000 metric tonnes of dispatch ores. Considering the loading capacity of a full truck is about 15 metric tonnes, the lot size shall be about 65-68 trucks counted on continuous basis for drawing increments, 8 and 4 kg sampling scoop will be used for lump ore and fine ore dispatches, respectively. The aggregate of material collected from the various increments shall constitute a gross sample representing a lot. Approx 10000 MT will be dispatched per day.
- c. **Sampling during loading of railway rakes:** Collection of samples: All the wagons of the rake will be divided in four numbers of sub lot and 14 or 15 wagons will be covered in one sub lot. A representative gross sample shall be drawn from each sub-lot. Sample will be collected during loading of wagons.
Minimum 25% of wagons will be selected from each sub-lot for collection of samples.
Samples will be collected by a suitable scoop in accordance with IS 1405:2010 and on later course by a mechanical auger, if NMDC arranges the same.

Preparation of Laboratory Sample: Samples to be prepared as per instructions of CIMFR representative.

Coding: Party-wise coding of samples will be done.

Sending sample to Chemical Lab: Laboratory samples will be packed, sealed in plastic bag (each of approximately 100 g weight). One sample will be sent to chemical laboratory and rest of the sealed samples will be kept aside for Party, DMG and Duplicate sample in 3 separate lockers.

Minutes of the meeting

Reference: CSIR-CIMFR PUR NIT NO-27/SPO/2018-19,

Dated - 25.03.2019

A Pre bid conference was held on 12.04.2019 at CSIR-CIMFR, DC for procurement of services for the job of collection, preparation, parting and transportation of iron ore sample under supervision of CSIR-CIMFR from dispatch sites of Donimalia and Kumar Swami iron ore mines of NMDC for sample preparation and analysis lab of respective mines.

Following three vendors participated in the said pre bid conference.

1. M/S GEO CHEM laboratories pvt Ltd, Dhanbad, Jharkhanad
2. Minerals Lab Services Pvt Ltd, Kolkata, West Bengal
3. Shri Coal Research LLP, Jaipur, Rajasthan

A detailed discussion was held between CSIR-CIMFR and participating vendors to frame broad based specifications for the said job. Finalized specification is herewith attached.

Mishra
12/4/19
CSIR-CIMFR

Kc
12/4/19

Aly

W. N. S.
12-4-19



Geo chem Lab.
Dhanbad

Chatterjee
12/4/19

S. S.
12/4/19

For Shree Coal Research LLP

Pam.
12/4/19
(Partner)

12/4/19
CSIR-CIMFR

As point no. 4 mentioned above is confusing, because PBC has already been done. Therefore it is requested to publish a NIT corrigendum after removal of point no. 4, with one week time extension for submission of bids.

Ramesh
1-5-19

5.1.0 Pre-Qualification/Eligibility Criteria,

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

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

- (A) The bidder should have cumulative business turnover of Rs.90.00 Lakh during last three financial years (03) and not less than Rs. 30.00 Lakh turnover in last financial year 2017-2018 in sampling job of Iron Ore and/or Minerals. These have to be authenticated by supporting documents including the certificates of satisfactory completion of the job from the client(s).
- (B) Certified Copy of service Tax registration and Service Tax / GST return for last Three years.
- (C) Certified Copy of Bank statement of the Bidders for last (03) three financial years.
- (D) Audited Balance Sheet of Bidders for last (03) three financial years.

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

5.2.1 The bidder should have legal right to operate in India

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

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

- 5.3. The Bidder should be a Reputed Service Provider or Authorized Indian Agent/representative of foreign Principal. The prescribed Principal's Authorization Form must be enclosed with the technical bid.
- 5.4. The Hiring of Service will be made directly from the Original Service provider or their authorized agents/representative. It shall not be bought from the sub-agents/representative.
- 5.5. One Service Provider can submit only one Bid. The Principal or their authorized Agent can participate for this particular bid and not both of them. Two different companies of same parent group also cannot participate individually for tender.
- 5.6.1. To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in this tender.
- 5.7.1. SP shall have to provide tools and tackles, consumable items at NMDC, manpower and transport arrangement wherever required etc. with proper supervision arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates/Diploma holders. All manpower of SP engaged in

- this assignment must be on the pay roll/muster roll of SP along with an ID card of the SP.
- 5.7.2. Bidders are required to bid for both loading and unloading sites of all four zones in the prescribed format.

(CHAPTER-6)

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

6.1. Part-1: Techno-commercial bid

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

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

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

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

File reference No: _____

Subject: Submission of Techno-commercial Bid for_____.

Sir,

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

We hereby offer to supply the **technical details** related to the Services as sought by the CSIR-CIMFR in this NIT. We do hereby undertake that, in the event of acceptance of our bid, the work of **Sampling of Iron Ore, its Collection, Preparation and Transportation of Iron Ore samples to Donimalia and Kumarswami preparation and analysis lab of NMDC.**

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

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

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

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

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

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

- (ii) Latest Income Tax Clearance Certificate.
- (iii) Certified PAN/TIN/GSTIN Photo copy.
- (iv) Certificate of valid Registration of Firm under Contract Labour Laws, if required under law.
- (v) EPF registration.
- (vi) Service Tax registration.
- (vii) The Bidder would give a self-declaration in the form a that they have not been banned or de-listed by any Government or quasi Govt. Agencies or PSU's. If a bidder has been banned by any government or Quasi Government Agencies or PSU's that fact must be clearly stated. If this declaration is not given the Bid will be rejected as non-responsive
- (viii) Certificate for not holding any position of interest as per format enclosed vide Annexure-III
- (ix) The terms and conditions given in the tender document, duly signed and stamped on all pages by tenderer, as token of acceptance of these terms and conditions.

(x) LIST OF DOCUMENTS SUBMITTED:

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

Information furnished in requisite formats is correct and updated-

S. N.	Document	Enclosed with the bid (Yes/No)	If yes, Page No is-
1.	Bidder's information form		
2.	Bid security/EMD		
3.	Authorization Letter of Foreign Principal, if any.		
4.	<u>Qualification Requirements-</u> minimum average annual business turnover of Rs.90.0 Lakh for last (03) three financial years and not less than Rs. 30 Lakh turnover in last financial year 2017-2018 in Iron Ore, Minerals and similar Services.		
(a)	Certified copy of Bank statement of last 3 (three) years.		
(c)	Certified copy of Balance Sheet of last 3 years		
(d)	PAN No. and latest Income Tax Clearance Certificate		
(e)	Service Tax registration		
(f)	Certificate of Registration of Firm under Contract Labour Laws, if required under law .		
(g)	EPF registration.		
5.	<u>Experience and Technical Capacity:</u> Performance statement in enclosed format: Past experience towards supply of similar Services with contact detail & address.		

(c)	Client list with contact detail, responsive phone No., e-mail & address		
(c)	Copies of relevant work orders		
(d)	Performance Certificates from Consignee		
6.	Deviation form (technical)		
7.	Details of Local service centres		
8.	Self declaration of not being banned or blacklisted		
9.	Certificate for not holding any position of interest as per Annexure III		
10.	Any other relevant information		

Date & Signature of authorised person
Company seal

PART-II

Financial Bid Forms

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

List of standard forms-

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

1. Financial Bid Letter

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

Tender Reference No:

File reference No:

Subject: Price Bid for _____.

Sir,

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

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

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

The prices quoted are inclusive of all charges, but excluding service taxes at Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines.

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

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

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

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

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> <i>(Please note that JV/consortium created after the date of floating of the Indent is not permissible.)</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>

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

Dated this day of _____ Signature of Bidder

Details of enclosures

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

COMPANY SEAL

PRICE SCHEDULE FORM FOR QUOTING RATES

Note-

1. Above rates are exclusive of GST/taxes.
2. The LQ1 firm will be considered based on the total quoted price for sampling of 12 MT of Iron Ore per annum at unloading and loading sites (in Rupees)
3. However, the payment to the service Provider will be made on the actual tonnage sampled at respective zone and rate quoted for respective zone.
4. Bidders have to quote for all the four zones. Non-compliance of the same will be summarily rejected the bid.

Composite Rate (Collection, Preparation and transportation of Iron Ore samples from Dispatch points of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines and Documentation etc. of the same) quoted in Rs. /Te. (Service Tax/GST if any should be shown separately).

The Bidder should quote their rates in both figures and words.

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

Dispatch sites	Iron Oredispatch sites to be covered for Iron Ore sampling	Number of dispatch sites (Approx.)	Quantity to be sampled annually However, the quantity may vary. (Approximate quantity in Million Ton per annum per dispatch site)	Quoted price per Metric ton per zone (in Rs.)	Quoted price for total qty to be sampled in a year zone wise (in Rs)	Total quoted price for sampling of 12 Million Tons of Iron Ore per annum at dispatch sites (In Rs)
			(A)	(B)	(A x B)	
Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines.			12 MT			
Total Quoted price						

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

Date:

Place:

Name of the Authorized Signatory
Designation
Seal of the Company

Contract form
(Applicable only to the successful bidder)

Contract No. _____ Date: _____

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by CSIR-Central Institute of Mining and Fuel Research, Dhanbad *insert complete name and address of CSIR-CIMFR* (hereinafter called “the CSIR-CIMFR”), and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the CSIR-CIMFR and the SP, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The SP’s Bid and original Price Schedules
- (f) The CSIR-CIMFR’s Notification of Award
- (g) [*Add here any other document(s)*]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the CSIR-CIMFR to the SP as hereinafter mentioned, the SP hereby covenants with the

CSIR-CIMFR to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

[insert signature]

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

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

signature]

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

presence of *[insert identification of official witness]*

For and on behalf of the SP

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

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

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

(Other Standard Forms)

1. Bidder Information Form

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

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

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

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

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each Service Provider: <i>[insert legal name of each SP in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intendedCountry of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address incountry of registration]</i>
6. Bidder's Authorized Representative Information- Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/faxnumbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attachedoriginal documents]</i> Articles of Incorporation or Registration of firm named in 1.

Signature of Bidder _____

Name _____

Business Address _____

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

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated..... (*Date of submission of bid*) for the **Scientific and Technical Services in collection, preparation and transportation of Iron Ore samples** from dispatch sites of Donimalia and Kumarswami Iron Ore Mines of NMDC to sample preparation and analysis labs of respective mines. (Hereinafter called "the Bid").

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

THE CONDITIONS of THIS OBLIGATIONS ARE:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

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

(Signature of the Authorised officer of the Bank)

Name and designation of the officer

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

Name of Bidder

Bank Details of CSIR- Central Institute of Mining & Fuel Research, Dhanbad

Name of the Account: - Central Institute of Mining & Fuel Research
Name of the Bank: - State Bank of India
Branch Name: - Hirapur, Dhanbad
Account No: - 30256736794
IFSC Code: - SBIN0001670
MICR Code: - 826002007
E-mail ID of SBI, Hirapur: - sbi.01670@sbi.co.in

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

Name of the Firm.....

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

Signature and Seal of the Bidder.....

Place:

Date:

4. PRINCIPAL'S AUTHORIZATION FORM

No. _____

Dated _____

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

Dear Sir,

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

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

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

Yours faithfully,
(Name)

(Name of Service Provider)

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

5. DEVIATION STATEMENT FORM

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

Tender Clause/Requirements	Deviation	Remarks (including justification)

Place:

Date:

Signature and seal of the Bidder

NOTE:

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

6. SERVICE SUPPORT DETAIL FORM

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

*Documentary evidence should be enclosed.

Signature and Seal of the Bidder.....

Place:

Date:

7. PERFORMANCE SECURITY FORM
BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To: _____

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

CERTIFICATE FOR NOT HOLDING ANY POSITION OF INTEREST

(On the letter head of the Bidder)

Bid Ref No:

To

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

Sub: Tender for Selection of Service Provider (SP) for Sampling, Preparation and transportation of Iron Ore and Documentation at DISPATCH Points

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

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

Yours faithfully,

Date:

Place:

Signature

Name of the Authorized Signatory

Designation

Seal of the Company