**Chhattisgarh Corundum Mines Ltd (CCML)**
Joint Venture Company of Chhattisgarh Mineral Development Corporation Limited

# NOTICE INVITING TENDER

Tender No.: - CCML/26-27/01 Date 27.10.2026

Chhattisgarh Corundum Mines Ltd (CCML) issues tender from experienced parties for "Sale of 60 KG Corundum Stone".

1. The Tender Document shall be available for download at https://ccml.org.in, http://cmdc.co.in from **27/10/2026**.

2. Pre bid conference shall be held in CMDC's H.O. on **17/11/2026 at 3.00 P.M.**

3. The last date for submission of Technical Bid and Commercial Bid is **27/11/2026 up to 3.00 P.M.**

4. The original hard copies of the Technical Bid and Commercial Bid should be submitted to the CMDC's office on or before **27/11/2026 up to 3.00 PM.**

Technical Bid shall be opened on the same day at **4.00 P.M.** at CMDC Head office, Sector 24, Block No. 07 A, Third Floor, Atal Nagar, Nava Raipur (Chhattisgarh)-492015.

5. For further clarifications Chief General Manager, CMDC, Raipur may be contacted at 0771-2960539 (E-mail: cmdcraipur@gmail.com).

Managing Director

CCML

*Chhattisgarh Corundum Mines Ltd (CCML) Joint Venture Company of Chhattisgarh Mineral Development Corporation Limited*

# Tender

# For

# Sale of 60 KG Corundum Stone

**TENDER NO: CCML/26-27/01 dated 27.10.2026**

**TENDER DOCUMENT FEE: RS.5,000 + RS. 900 (18% GST) (TOTAL RS. 5,900) (RUPEES FIVE THOUSAND AND NINE-HUNDRED ONLY) (NON-REFUNDABLE).**

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## CHAPTER I: DISCLAIMER

1.1. This document is not an agreement or an offer by CCML to bidders or any third party. This document is to make available to interested parties with information to facilitate formulation of their offers.

1.2. This document does not purport to contain all the information, an interested party may need. It is not possible for CCML to consider the specific needs of each party who uses this document. The concerned parties should conduct their own exercise and analysis to satisfy themselves about the completeness of the information and obtain independent advice.

1.3. Neither CCML nor its employees or its consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this document.

1.4. Neither CCML nor its employees or its consultants shall have any liability to any bidder or any other person under law of contract, tort, the principles of restitution or unjust enrichments or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Tender Document, or any matter deemed to form part of this Tender Document, the award of work or any other information supplied by or on behalf of CCML or its employees or otherwise arising in any way from the selection process for the Agency.

1.5. The bidder should confirm that the document received by them is complete in all respects. In the event the document or any part thereof is mutilated or missing the bidder must notify CCML immediately at the following address.

**To,**

**Managing Director**
**Chhattisgarh Corundum Mines Ltd (CCML)**
**Sector 24, Block No. 07 A,**
**Third Floor, Atal Nagar,**
**Nava Raipur (Chhattisgarh)-492015**

If no information is received by CCML at the above-mentioned address till 1 (one) day after pre bid queries submission due date, it shall be deemed that the document received by the bidder is complete in all respect and that the bidder is fully satisfied with the document. No extension of time

shall be granted to any bidder for submission of its offer on the ground that the bidder did not get a complete set of the document.

1.6. The document and the information contained herein are strictly confidential and privileged and / or for exclusive use of the party to whom it is issued. This document must not be copied or distributed by the recipient to third parties (other than to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Tender Document). In the event any recipient, after the issue of the Tender Document, does not continue with its involvement of the bidding process for any reason what so ever, this document and the information contained therein must be kept confidential by such party or its professional advisors at all times. In the event of breach of confidentiality, penal actions shall be taken.

1.7. CCML reserves the right to change, modify, add, alter the document or cancel the bidding process without assigning any reasons thereof, at any stage during the bidding process before the bid submission. All parties to whom this document has been issued shall be informed of any such change. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the bidder shall make the Bidder's proposal liable for rejection by CCML. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of CCML with respect to this Tender Document. It is clarified that CCML would not entertain request for any change in the Tender Documents once a particular stage of bidding process is concluded to which such requested change is related to. The cost of Tender Document is non-refundable even in case of cancellation of bids.

1.8. The bidders or their authorized representatives shall not make any public announcement in respect of the bidding process, or this Tender Document. Any public announcement to be made in this regard shall be made exclusively by CCML. Any breach by the bidder of this clause shall be deemed to be non-compliance with the terms and conditions of this document and shall render the proposal liable to rejection. CCML decision in this regard shall be final and binding on the bidders.

1.9. It is clarified that the provisions of clauses 1.6 and 1.8 shall not apply to information already available in the public domain prior to the issue of this Tender Document.

1.10. This document along with its Annexures is not transferrable.

1.11. The bidder shall bear all costs associated with the preparation and submission of the proposal. CCML and their consultants shall not, under any circumstances, be responsible or liable for any such costs.

## CHAPTER II: NOTICE INVITING TENDER

Tender No.: - CCML/26-27/01 Date 27.10.2026

### NOTICE INVITING TENDER

Chhattisgarh Corundum Mines Ltd (CCML) issues tender from experienced parties for "Sale of 60 KG Corundum Stone".

1. The Tender Document shall be available for download at https://ccml.org.in, http://cmdc.co.in from **27/10/2026**.

2. Pre bid conference shall be held in CMDC's H.O. on **17/11/2026 at 3.00 P.M.**

3. The last date for submission of Technical Bid and Commercial Bid is **27/11/2026 up to 3.00 P.M.**

4. The original hard copies of the Technical Bid and Commercial Bid should be submitted to the CMDC's office on or before **27/11/2026 up to 3.00 PM.**

Technical Bid shall be opened on the same day at **4.00 P.M.** at CMDC Head office, Sector 24, Block No. 07 A, Third Floor, Atal Nagar, Nava Raipur (Chhattisgarh)-492015.

5. For further clarifications Chief General Manager, CMDC, Raipur may be contacted at 0771-2960539 (E-mail: cmdcraipur@gmail.com).

Managing Director

CCML

## CHAPTER III: SCHEDULE OF THE TENDER PROCESS

| S. No. | Event Description | Date |
|---|---|---|
| 1. | Commencement of downloading of Tender Document from the website - https://ccml.org.in, http://cmdc.co.in, | 27/10/2026 |
| 2. | Last date for receiving queries from Bidders (Email Id: cmdcraipur@gmail.com) | 16/11/2026 at 03:00 P.M. |
| 3. | Pre-bid Meeting and Display of Corundum Stone (To attend Pre-Bid it is mandatory for bidders to pay the Tender Document Fee) | 17/11/2026 at 03:00 P.M. |
| 4. | Last date for responses to queries of Bidders | 20/11/2026 |
| 5. | Last date for submission of Tender Document | 27/11/2026 up to 3:00 P.M. |
| 6. | Opening of the Technical Bid(s). | 27/11/2026 at 4:00 P.M. |
| 7. | Start date for examination of the Technical Bid(s). | To be communicated later |
| 8. | Announcement of the Eligible Bidders | To be communicated later |
| 9. | Intimation or Issuance of Delivery Order to the Successful Bidder/s | To be communicated later |

** Any change in the timeline or corrigendum related to the Tender Document shall be communicated through an addendum to the Tender Document. Such notice/communication shall be available on CCML/CMDC website only. Bidders are advised to check CCML/CMDC website regularly for any updates. All such communication shall form part of tender.*

## CHAPTER IV: INSTRUCTIONS TO BIDDERS

1. The bid shall be submitted in Two (2) Envelopes (Envelope 1- Technical Bid and Envelope 2- Commercial Bid) and must be sealed and put up into another Envelope-3 (Cover Envelope).

These 03 envelopes should contain the following documents:

I. Envelope-1 (Technical Bid):

(i) Should contain covering letter from the bidder for authorizing the person to submit offer, terms & conditions duly signed by the authorized representatives of the bidder as a token of acceptance for accepting all the terms & conditions for commencement of work.

(ii) Credential form and documentary evidence against criteria mentioned in the eligibility criteria (including other supporting documents).

All technical documents should be spiralled, and all pages should be numbered.

**The envelope should be superscribed "Technical Bid", "Tender Name & Tender Number", "Bidder Details" and must be sealed.**

II. Envelope-2 (Commercial Format/Bid): Should contain duly filled in and signed commercial bid. The proforma for submission of Commercial bid has been given at Annexure-Commercial Format/Bid.

**The envelope should be superscribed "Commercial Format/Bid", "Tender Name & Tender Number", "Bidder Details" and must be sealed.**

III. Envelope-3 (Cover Envelope): Should contain Envelop-1 and Envelope-2 and it should be superscribed **"Tender Name & Tender Number along with Bidder details"**

2. The Envelope-3 containing Envelope 1 and 2 should be delivered to the following address on or before **27/11/2026 up to 3:00 PM**:

**Managing Director,**
**Chhattisgarh Corundum Mines Ltd (CCML)**
**SECTOR 24, BLOCK NUMBER 7-A,**
**3rd FLOOR ATAL NAGAR RAIPUR,**
**Pin Code No. 492015**

There should be clear address of the bidder on the other side of the Envelope-3.

3. All the pages of the offer should be duly signed by the authorized representative of the bidder. The covering letter should be kept inside the Envelope-1.

4. The bidder shall inform the CCML forthwith any changes in the name and address of Management/authorized representative/ constitution/postal address etc. in time.

5. The Envelope-1 and Envelope-2 shall be opened by the committee at CCML SECTOR 24, BLOCK NUMBER 7-A, IIIrd FLOOR ATAL NAGAR RAIPUR, Pin Code No. – 492015 on **27/11/2026 at 4.00 PM**. The bidder or their authorized representatives may be present at the time of opening of offer.

6. Envelope-2 of only those bidders shall be opened who have submitted all the duly signed Documents and are eligible as per requirement of Envelope-1.

7. CCML reserves the right to reject any or all the offers received without assigning any reason and the bidder shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his offer.

8. **Tender Document Fee**

i. Bidder/s to provide Tender Document Fee of amount 5,000 + RS. 900 (18% GST) TOTAL RS. 5,900 (RUPEES FIVE THOUSAND AND NINE-HUNDRED ONLY)

ii. Bidder/s are required to pay a non-refundable Tender Document Fee via NEFT/RTGS/Online bank transfer at below account details:

| | |
|---|---|
| Account Holder Name | : CHHATTISGARH CORUNDUM MINES LIMITED |
| Bank Details | : BANK OF INDIA, TATYAPARA, RAIPUR |
| Account Details | : 935420110000690 |
| IFSC Code No. | : BKID0009354 |

iii. Bidders to bring payment receipt to attend the pre-bid meeting. Without payment receipt the bidder shall not be allowed to attend the pre-bid meeting.

## CHAPTER V: ABBREVIATIONS

| | |
|---|---|
| BoD | Board of Directors |
| DD | Demand Draft |
| DO | Delivery Order |
| EMD | Earnest Money Deposit |
| LoI | Letter of Intent |
| MD | Managing Director |

## CHAPTER VI: DEFINITIONS

1. "**Accounting/ Financial Year**" shall mean the 12-month period from 01st April to 31st March corresponding to the audited financial statements in India.
2. "**Agency/ies**" shall mean the successful bidder(s) who have been awarded the work.
3. "**Authority**" means any national or state Government department, local Government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, boards, bureaus, instrumentalities, commissions, municipality, corporations, branches, directorates, agencies, ministries and any other statutory authority of Government of India or relevant State Government, exercising any sovereign function.
4. "**Bidder**" means the participant who is registered under the relevant corporate laws such as Companies Act 1956/2013 or Partnership Firm registered under the Partnership Act 1932 or LLP registered under the Limited Liability Partnership Act 2008 (incl. subsequent amendments) or Sole Proprietorship.
5. "**BoD**" shall mean the Board of Directors of CCML.
6. **"CCML" means** Chhattisgarh Corundum Mines Limited which is a Joint Venture Company of CMDC.
7. "**CMDC**" means Chhattisgarh Mineral Development Corporation Limited having its registered office at Sector 24, Block No. 07 A, Third Floor, Atal Nagar, Nava Raipur (Chhattisgarh)-492015 including its successor and assignees or its representatives. CMDC shall also mean the owner wherever the context so requires.
8. "**Company/ Corporation**" shall mean the company as defined in the Companies Act 1956/2013 or subsequent amendments.
9. "**Conflict of Interest**" shall mean bidder/s is having common controlling partners, receive or have received any direct or indirect subsidy/ financial stake from any of them, having same legal representative/agent for purposes of this bid, having same legal representative/agent for purposes of this bid, participation in more than one bid or any such other event which may hinder the tendering process.
10. **"Delivery Order**" shall means the official communication issued by CCML for pickup of respective material as per agreed price/rate within stipulated timeframe.
11. "**LLP**" shall means Limited Liability Partnership as defined in the Companies Act 1956/2013 or subsequent amendments
12. "**Partnership Firm**" shall mean firm having two or more partners as defined under Partnership Act, 1932.
13. "**Proprietorship firm**" shall means A proprietorship firm is a small business owned and run by just one person. The owner and the business are treated as the exact same legal entity, meaning the owner keeps all the profits but is fully responsible for all business debts.
14. "**Contract Period/Duration**" shall have the meaning project tenure as mentioned in the Delivery Order.
15. "**Contract Price**" means the rate offered by the Bidder and accepted by CCML in pursuance to the tender.

16. "**Earnest Money Deposit (EMD)"** shall have the meaning as defined in the Tender Document.
17. "**Eligible Bidder**" shall mean the Bidder who qualifies the Eligibility Criteria as mentioned in the Tender Document and have submitted all documents as listed in this Tender Document.
18. "**Goods and Services Tax**" or "GST" means the goods and services tax payable in terms of the Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017 and Goods and Services (Compensation to States) Act, 2017.
19. "**INR**" stands for Indian Rupee.
20. "**Technical Proposal/ Technical Bid**" shall comprise of all the documents as mentioned in the Tender Document and Annexures.
21. "**Tender**" means collectively offer submitted in response to and in accordance with the Tender Document, subsequent discussion and negotiation, if any, held by the Bidder with the CCML and all communications submitted by the agencies in confirmation thereto.
22. "**Tender Document**" The Tender Document comprises of disclaimer, Bid Document, Terms & Conditions, abbreviations, definitions, scope of work, contract period, eligibility criteria, instruction to Bidders, annexures etc. and shall include any modifications, amendments/corrigenda or alterations or clarification thereto.

## CHAPTER VII: SCOPE OF WORK, CONTRACT PERIOD AND ELIGIBILITY CRITERIA

The broad details of Project Details, Pre-Bid Meeting Criteria, Eligibility Criteria, Commercial Bid and other aspects of the project shall be as per the following (but not limited to):

1. **Brief Introduction**

Chhattisgarh Corundum Mines Ltd (CCML) is a Joint Venture Company of Chhattisgarh Mineral Development Corporation Limited (CMDC).

Chhattisgarh Corundum Mines Ltd (CCML) invites bid for sale of following grades of Corundum Stone through open bid:

| S No | Corundum Stone Grade | Quantity (in KG) |
|---|---|---|
| 1. | Industrial Grade | 10 |
| 2. | B Grade | 50 |

2. **Pre-Bid Meeting**

i Only Bidder/s who paid the Tender Document Fee are eligible to attend the pre-bid meeting

ii Bidder/s are required to bring payment receipt paid against "Tender Document Fee".

iii During pre-bid meeting the sample of Corundum stone shall be displayed only to the bidder/s who has paid the "Tender Document Fee".

iv The corundum stone sample shall be sealed in the presence of prospective bidders during the pre-bid meeting and shall not be exhibited to any subsequent participants once sealed.

v Bidder/s, who have not attended the pre-bid meeting are also eligible to participate in the tender process.

3. **Eligibility Criteria**

Following shall be eligibility criteria for the participating bidders:

| S No | Criteria Category | Eligibility Criteria | Document Proof |
|---|---|---|---|
| 1. | Tender Fee | Bidder to pay Tender Document Fee of INR 5,900 (incl. GST) | Copy of Payment Receipt |
| 2. | EMD Submission | Bidder to pay EMD amount of INR 25,000 | Copy of EMD submission |
| 3. | Incorporation of Legal Entity and relevant business details | The bidder should be a company registered under the Companies Act, 1956 or Partnership Firm registered under the Partnership Act, 1932 or LLP registered under the Limited Liability Partnership Act, 2008 or Society registered under Societies Act, 1960/2012 or subsequent amendments or Sole Proprietorship | Copy of the Certificate of incorporation and Certificate of Commencement of business in case of Company. Partnership Deed in case of Partnership firm along with its registration proof or LLP Agreement or Proprietorship certificate. |
| 4. | | The Bidder should be in the Gemstones or Jewellery Business for at least of 3 Years as on last date of bid submission. | Copy of incorporation certificate or Financial Statements |
| 5. | | The Bidder should have valid GST Registration Certificate and PAN Card. | Copy of the GST Registration and PAN Card. |
| 6. | Non- Blacklisting Certification | The Bidder shall not be blacklisted from any State/Central Government Departments/ PSU. | Undertaking on the company/bidder letter head |

4. **Commercial Bid**

i Commercial Bid shall be open for only those bidders who meet all the eligibility criteria.

ii Bidders are free to quote for either or both grades/categories of Corundum stones.

iii Bidders should ensure to quote above the "Base price" for each grade/ category as given below:

| S No | Corundum Stone Grade | Quantity (in KG) | Base Price (in INR) |
|---|---|---|---|
| 1. | Industrial Grade | 10 | 500 per KG |
| 2. | B Grade | 50 | 15000 per KG |

iv Bids of bidder's quoting less than base price for any of the category shall be subjected to reject.

v Bids featuring unviable or unrealistic prices/quotes shall be subject to rejection.

vi The highest quote/price quoted by bidder/s against each category shall become the Highest/Final price for the respective grade/category.

vii The bidder with Highest/Final price shall become the successful bidder/agency against the respective grade/category.

viii In case, the successful bidder/s defaults to submit advance payment or rejects the Delivery Order, shall be black-listed by CCML for minimum 5 years and shall not be allowed to participate in any Tendering Process.

ix In case of failure by such bidder/s, Competent Authority of CCML shall provide opportunity to the next bidder (with second highest quote in each grade/category) to meet the highest quote/price received against the category. Decision of Competent Authority shall be final in such cases.

5. **Delivery Order and Payment Terms**

i CCML shall issue Delivery Order to the successful bidder/s for order picking.

ii Delivery order shall be issued to successful bidder/s on 100% advance payment of respective category of corundum stone as per the highest rate quoted against the grade/category.

iii Successful bidder/s is/are required to pick-up order on respective date and timing mentioned in the delivery order.

iv In case of failure for order pickup, CCML reserves right to blacklist bidder for minimum 5 years and shall not be allowed to participate in any Tendering Process.

## CHAPTER VIII: INSTRUCTION TO THE BIDDER

### 1. General

i While every effort has been made to provide comprehensive and accurate background Information and requirements. Bidders must form their own conclusions about the solution needed to meet the requirements.

ii No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CCML. The CCML may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the CCML.

iii This Tender Document and corrigendum published thereof supersedes and replaces any previous public documentation & communication and Bidders should place no reliance on such communication.

iv A Bidder shall not have a conflict of interest that may affect the Selection Process or Conflict of Interest. Any bidder/s found to have a Conflict of Interest shall be disqualified.

### 2. Compliant Bids/ Completeness of Response

i The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope and other aspects of this Tender Document.

ii Submission of the bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

iii Bids should be submitted in the English language only.

iv Failure to comply with the requirements of this paragraph may render the Bid(s) non-compliant and the Bid may be rejected. Bidders must ensure:

- Inclusion of all documentation specified in this Tender Document.
- Bidder/s to pay Tender Document Fee as mentioned.
- Submission of EMD is mandatory for all bidders.
- It follows the format of this Tender Document and responds to each element in the order as set out in this Tender Document.
- It complies with all requirements as set out within this Tender Document.

## 3. Bid Evaluation

### 3.1 Bid Evaluation Process

i CCML shall conduct initial scrutiny of bid documents, evaluate bid documents w.r.t. the eligibility criteria and evaluate commercial bid of eligible bidders.

ii Each of the responses shall be evaluated as per the criterions and requirements specified in this Tender Document.

iii The decision of the Competent Authority of CCML or their representatives in the evaluation of responses to the Tender Document shall be final.

iv CCML reserves the right to reject any or all Bids on the basis of any deviations contained in them.

### 3.2 Initial Bid Scrutiny

1. Initial bid scrutiny shall be held and to confirm that bids do not suffer from the infirmities detailed below. The bid shall be treated as non-responsive if a bid is found to have been:
   i. Submitted in manner not conforming with the manner specified in the Tender Document.
   ii. Non-submission of Tender Document Fee and EMD.
   iii. Containing subjective or incomplete information w.r.t. the documents required for submission as per the Tender Document, Eligibility criteria's supporting documents, Annexures etc.
   iv. Submitted without the documents requested in the checklist/annexures.
   v. Non-compliant with any of the clauses stipulated in the Tender Document.
   vi. Having lesser than the prescribed validity period.

Kindly note, all responsive bids shall be considered for further processing.

### 3.3 Eligibility Criteria Evaluation

i. Bids submitted by respective bidders shall be evaluated as per the criterions and requirements specified in this Tender Document.

ii. If required CCML may ask for clarifications. All such clarifications shall be done via electronic means only. All such clarifications to be provided withing stipulated time given by CCML.

iii. Only bidders who qualify the eligibility criteria shall be considered for further evaluation and financial bid opening.

### 3.4 Commercial Bid Evaluation

i. Bidders need to submit Commercial Bid as per the format defined in the Tender Document Annexure: Commercial Bid Format.
ii. The value quoted shall be fixed for the entire duration and shall not be subjected to change.
iii. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and shall not be considered.

### 3.5 Notification of Award

1. Prior to the expiration of the validity period, CCML shall notify the successful Bidder/s, that their Bid has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, CCML may like to request the Bidders to extend the validity period of the bid.

### 3.6 Bid Validity Period

i. The validity of the bid should be for six months.

## 4. Earnest Money Deposit (EMD)

i. Bidder to provide EMD of amount INR 25,000 (Twenty- Five Thousand Only).
ii. EMD submission is mandatory for all participating bidder/s. Without EMD the bid submitted shall be treated as non-complaint bid and entire bid shall be rejected.
iii. The Earnest Money Deposit (EMD) submitted by the bidder shall be interest-free. No interest shall be payable by the CCML on the EMD amount under any circumstances.
iv. The EMD of the technically disqualified Bidder(s) shall be returned after evaluation of the Technical Bids within 30 (thirty) days of disqualification.
v. The EMD of technically qualified bidder/s shall be returned post submission of 100% advance payment of respective category of corundum stone as per the highest rate quoted by the successful bidder/s.
vi. EMD shall be transferred online/RTGS to the following account of CCML:

Account Holder Name : CHHATTISGARH CORUNDUM MINES LIMITED

| | |
|---|---|
| Bank Details | : BANK OF INDIA, TATYAPARA, RAIPUR |
| Account Details | : 935420110000690 |
| IFSC Code No. | : BKID0009354 |

vii. Bidder to share copy of cancelled cheque for return of EMD amount along with email request.

viii. CCML reserves right to forfeit EMD under following circumstances:

a. Bidder/s withdraw or modify the bid after the submission deadline or during the specified bid validity period.
b. Fails to accept the LoI or Delivery Order or Work Order after selection.
c. Fails to submit 100% advance payment of respective category of corundum stone as per the highest rate quoted within timeline.
d. Forge of fabricate bid documents.

**5. Right to Accept Any Bid and To Reject Any or All Bids**

The Competent Authority of CCML reserves the right to accept or reject any Bid, and to annul the Bidding Process /public procurement process and reject all Bids at any time prior to award of Letter of Intent or Delivery Order, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CCML action.

**6. Right to reject tender**

i. The bidder shall quote rate after careful analysis of the cost involved for the execution of the work and conditions of the tender document. In case it is noticed that the rate quoted by the bidder is unusually high or unusually low, it shall be sufficient cause for the rejection of the tender unless CCML is convinced about the reasonableness of the rate on analysis of such rate.

ii. Tenders submitted not as per the prescribed lines, form and pattern described here in the Tender Document are liable to be rejected.

iii. If it is found that CCML employees or his/her relative(s) is/are partners/directors with the bidding company, then it shall be sufficient cause for the rejection of the Bid.

iv. Canvassing in connection with tenders and / or tenders containing uncalled for remarks are liable to be rejected.

v. Offer with any modification(s) and / or special condition(s) of the bidder is liable to rejection.

vi. Corrections and / or alterations in the offer are liable to be rejected, unless the bidder attests all such corrections and alterations. No eraser and / or over writings are permissible unless attested by the bidder with the seal.

vii. If the bidder deliberately gives wrong information or suppresses any information, which shall be favorable for acceptance of his tender, CCML reserves the right to reject such tenders at any stage of execution without any financial liability.

viii. If the number of bids received by CCML is less than three then the period of bid due date shall be extended. If even after subsequent three attempts CCML does not receive minimum three bids it shall be free to accept a single bid with the approval of the Board of Directors of CCML.

## 7. Limitation of Liability

i. The Bidder shall be responsible for any damage caused to Client's property due to proven negligence.

ii. In no event shall either party be liable for consequential or indirect losses.

iii. Maximum liability under this Tender/LoI/Delivery Order shall not exceed the total contract value/ total project cost.

## 8. Right to terminate the Tender Process

i. CCML may terminate the Tender process at any time and without assigning any reason. CCML also makes no commitments, express or implied, that this process shall result in a business transaction with anyone.

ii. CCML reserves the right to accept or reject all or specific bids either in whole or part.

iii. The bidder shall be bound to execute the work in a time bond manner on agreed commercial rate.

iv. The selected bidder shall be responsible to comply with all the prevailing Government (Central/State) Acts, Rules, Regulation or orders made there under which is applicable to consultancy services.

v. It shall be the responsibility of the bidder to keep confidential all technical information relating directly or indirectly to the work either disclosed to the bidder by & /or on behalf of CCML or acquired by the bidder w.r.t. the Letter of Intent or Delivery Order. The bidder shall not disclose such information to anybody/party without the prior written permission of

CCML. Any contravention of the provisions of this clause shall tantamount to breach of the Letter of Intent or Delivery Order.

vi. Competent Authority of CCML reserves the right to make addition and alteration in the terms and conditions as stated herein at the time issuance of LoI/Delivery Order.

**9. CCML's obligation**

i. Shall ensure timely issuance of delivery order due to the bidder and any other statutory/ documented amount to the competent authority on production of documentary evidence.

ii. Any other formalities required to be completed by CCML for accomplishment of the above assignment.

**10. Failure of Bidder**

i. Bidder is expected to pick material as per delivery order. CCML may forfeit EMD and blacklist bidder/s in case of such failure.

ii. If the bidder fails to complete the works, and as a result, the delivery order is cancelled.

iii. The bidders shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the corporation may sustain on account of such alternate arrangement at the risk and cost of the Bidder.

iv. In the event of extension of time period liquidated damages, shall be applicable.

v. In addition to action above, the corporation may propose the defaulting firm for blacklisting from future tenders.

**11. Termination**

i. If CCML considers that the performance of the agency is unsatisfactory, it shall give agency written notice specifying the causes of its dissatisfaction and to correct the specified deficiency within 7 days, failing which CCML shall have the right to terminate the Letter of Intent or Delivery Order and cost incurred by CCML shall be recovered from agency.

ii. If the resource is found to do illegal activities, he / she shall be punished as per the law & agency shall also be made responsible for any such misconduct or act of resource. In case of any such occurrence, CCML may decide to terminate the Letter of Intent or Delivery Order apart from claiming compensation for loss of reputation to the project.

**12. Force Majeure**

i. Neither of the parties hereto shall be considered in default in performance of the obligations under the Letter of Intent or Delivery Order if such performance is prevented or delayed by events such as war, including civil war (whether declared or not), civil commotion, extremist's/ terrorist's activities, insurgency, hostilities, revolution, riots, strike, lockout, conflagration, epidemics, accidents, fire, flood, draught, earth-quake or because of the act of God or caused beyond the reasonable control of the party affected provided notice in writing is given within 15 days failing which within the shortest possible period by CCML to Agency and vice versa.

ii. Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected, shall notify the other party of such cessation and of the actual delay occurred in such affected activity adducing necessary evidence in support thereof.

iii. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and inability resulting there from have been removed and the agreed time of completion of the respective obligation under the Letter of Intent or Delivery Order t shall stand extended by a period equal to the period of delay occasioned by such events.

iv. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than one month, the two parties shall consult each other and decide on the future execution of the Letter of Intent or Delivery Order.

**13. Disputes and Settlement**

In the event of any dispute such matter or matters giving rise to dispute shall be resolved as outlined in para's below.

i. In the event of any dispute, controversy of claim between the parties arising out of the breach, termination or invalidity thereof, the parties shall use their best endeavours to resolve the matter amicably. If the parties are unable to resolve the dispute amicably within thirty (30) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within seven (7) days of receipt of such notice, the dispute shall be referred to the Managing Director of CCML for discussion and solution.

If Managing Director fails to resolve the dispute then the dispute shall be resolved through arbitration.

ii. If no solutions come within thirty (30) days of reference to them, matter shall be referred to the arbitration for settlement under Arbitration and Conciliation Act 1996 amended from time to time.

iii. During the pendency of arbitration no party shall go to court.

iv. The jurisdiction of court shall be at Raipur for any legal matters.

## CHAPTER IX: ANNEXURES

### 1. Annexure: Bid Checklist

(To be submitted in company letterhead along with covering letter)

| S. No. | ITEMS | Provided (Yes/No) | Proposal Page No | Supporting Document Submitted |
|---|---|---|---|---|
| | | | To be filled by the bidder | Bidder to provide list of documents submitted against Item. |
| 1. | Covering Letter | | - | - |
| 2. | Name of the Bidder<br>(a) Legal Name<br>(b) Nature of Business<br>(c) Year of incorporation<br>(d) Address of the Registered office & Branch office Phone no., Fax no., e-mail, mobile no. of authorized person etc. | | - | - |
| 3. | Name, Email, Phone No Details of Contact Person for Seeking Clarifications and Contact | | | |
| 4. | Documents submitted against Eligibility Criteria along with supporting documents | | - | - |
| 5. | GST Registration, PAN Card copy | | - | - |
| 6. | Tender Document Fee Details | | | |
| 7. | EMD Details | | - | - |
| 8. | Annexures as applicable | | | |
| 9. | Any other documents which the bidder may like to submit in support of the | | - | - |

| | | | | |
|---|---|---|---|---|
| | proposal. | | | |

Certified that the above-mentioned particulars are correct and true to the best of our knowledge. In case any statement made above is found not correct, our tender may be rejected by the CCML Ltd.

It is to confirm that our offer shall be valid for six months from the date of opening of the price tender.

We also authorize the company to forfeit our EMD in case we fail to execute the job if our tender is accepted.

**SIGNATURE OF THE BIDDER/**
**BIDDER 'S AUTHORISED REPRESENTATIVE**
**WITH SEAL**

## 2. Annexure: COVERING LETTER FOR SUBMISSION OF BID

**(To be submitted on Bidder's letter head)**

**Date:**

To,

The Managing Director
Chhattisgarh Corundum Mines Ltd (CCML)
Sector-24, Office Complex
3rd Floor, Block-7A, Nava Raipur, Atal Nagar
Raipur, (C.G.) 492015

Sub: Tender Document for Sale of 60 KG Corundum Stone

Ref: Tender Notice No**……** Dated …….

Dear Sir,

1. I / We..... offer to the works as indicated in the Tender Notice/Documents, at the rate quoted and hereby bind myself / ourselves to execute the work as per the scope stipulated in the Tender Documents and under the subject stated above.
2. I / We have read the conditions of the Tender Document, attached hereto and agree irrevocably to attender by such conditions. We agree to execute the work and achieve the target without any let or demur or hindrance.
3. I/We bind myself/ourselves to furnish the 100% Advance Payment before issuance of "Delivery Order", failing which I/We shall have no objection if CCML forfeits the earnest money deposited by me/us with CCML and black-list myself/ourself for future Tendering Process.
4. I / We bind myself / ourselves to execute the work i.e. material pick-up within 7 (seven) days or as specified in the Delivery Order.

**SIGNATURE & SEAL OF THE BIDDER**

### 3. Annexure: Pre-Bid Queries/Clarifications Format

Bidders seeking queries/clarifications against any head/sections of the Tender Document may submit their queries within specified period in the following format.

**Pre-Bid Queries/ Clarifications**

| **Tender No:**<br>**Name of Company:**<br>**Contact Details:** | | | |
|---|---|---|---|
| **S No** | **Clause no. of the Tender Document** | **Bidders Request/ Suggestion for modification/ Amendments** | **Justification for Change** |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

## 4. Annexure: UNDERTAKING FOR NON-BLACKLISTING

(On the company letterhead)

Date

To,

The Managing Director
Chhattisgarh Corundum Mines Ltd (CCML)
Sector-24, Office Complex
3rd Floor, Block-7A, Nava Raipur, Atal Nagar
Raipur, (C.G.) 492015

Sub: Undertaking on non-blacklisting

Dear Sir,

This is to certify that ------(Bidder)-----is not blacklisted by any State/Central Government Departments/PSU/Private institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the <last date of bid submission>.

Company / Authorized

Signatory Name of Signatory: Bidder

## 5. Annexure: Commercial Format/Bid (Envelope 2)

I/We, am/are submitting my/our offer to commercial quotation as per the scope of work and terms & conditions given in the Tender Document:

| **S No** | **Corundum Stoe Grade** | **Quantity (in KG)** *(A)* | **Base Price (in INR)** | **Amount per KG (in INR)** *(B)* | **Total Amount (in INR)** *(C= A*B)* |
|---|---|---|---|---|---|
| 1. | Industrial Grade | 10 | 500 per KG | | |
| 2. | B Grade | 50 | 15000 per KG | | |
| 3. | Total | | | | |

Note:

i The bid value quoted shall be the basic price in Rs per Kg for the material/product Basic Price is Exclusive of Royalty, DMF (District Mineral Foundation), SMEDT (State Mineral Exploration Development Trust) and any other statutory duties, levies, taxes, cess, etc., applicable at the time of supplies or that may be introduced in future shall be extra and are payable by the successful bidders.

ii Above costs are exclusive of GST.

iii Bidders to quote price above the Base Price for category/grade i.e. price mentioned in the column "Base Price (in INR)"

iv Bidders are free to quote either in single or both grade/category.

v Price quoted below Base price in any of the category shall be liable for rejection of entire commercial bid.

vi Highest price against each category/grade shall become the H1 rate i.e. final price against the category/grade for sale of corundum stone.