



Ref. No. : CMPDI/RI-I/S&P/116/2015/1295

Date: 17.11.2015

NOTICE INVITING TENDER

Sealed tenders in **TWO BID** systems are invited from Authorized Agents / Authorized Dealer / Bonafide / Working / Reputed Supplier / Contractors (of appropriate category) for **“Supply, Installation, Testing & Commissioning of Instruments/Equipment for Environmental Laboratory at CMPDI, RI-1, Asansol”** as per **SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATION (ANNEXURE-I)** and **TERMS & CONDITIONS** given below :

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|---|--|
| a) Tender Fee in INR
(Non-refundable / Non transferable) | : Rs.200/- (Rupees two hundreds only) |
| b) Earnest Money | : Rs. 3840/- (Rupees three thousand eight hundred forty only) |
| c) Date of Commencement of sale of Tender Documents | : 18.11.2015 (from 10.30 AM to 12.30 PM) |
| d) Last date of sale of Tender Documents | : 08.12.2015 upto 12.30 PM. |
| e) Last date & time for submission of offers | : 08.12.2015 upto 03:00 PM. |
| f) Due date & time of opening of Offers | : 08.12.2015 at 04.00 PM. |
| g) Due date & time of opening of Price Bid | : Will be communicated to the techno-commercially acceptable bidders separately. |
| h) Validity Period | : Six months from the date of acceptance of offer |
| i) Type of Tender | : Two Bids |

NOTE:

1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.
2. THE BIDDERS WHO FAIL TO SUBMIT THE REQUIRED TENDER FEE AND EMD THEN THEIR TECHNO-COMMERCIAL BIDS WILL NOT CONSIDER FOR OPENING.
3. BIDDER OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER.

AUTHORISED REPRESENTATIVE MUST PRODUCE A POWER OF ATTORNEY IN HIS FAVOUR.

Tender document can be obtained from the office of HOD(S & P), CMPDI, RI-1, Asansol during **10.30 AM to 12.30 PM** on all working days from **18.11.2015** to **08.12.2015** on remittance of tender fee (**Non refundable / Non transferable**) either by crossed DD drawn in favour of “CMPDI Ltd., Regional Institute, Asansol” on any Nationalised / Scheduled Bank payable at Asansol preferably on “State Bank of India” or in the form of money receipt issued by the Cash Section, CMPDI, RI-1, Asansol in support of deposition of requisite money with him.

Government (State/Central)/Public Sector Undertakings/Firms are exempted from paying Tender Fee against valid documentary evidence.

Tender documents can also be downloaded from CMPDI’S website **www.cmpdi.co.in** & Government website **www.tender.gov.in** during the period from **18.11.2015** to **08.12.2015**. In case of tender document obtained by downloading from Website, cost of tender document shall have to be deposited by the bidder in the form of “**Demand Draft**” drawn in favour of “**CMPDI Ltd., Regional Institute, Asansol**” on any Nationalised / Scheduled Bank payable at Asansol preferably on “**State Bank of India**”. Bidders shall be solely responsible for the correctness of the downloaded tender documents.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. **No claim on this account will be entertained.**

HOD (S & P)

INSTRUCTIONS:

1. Please go through the Tender Document carefully and submit your offer accordingly complete in all respect with supporting documents, wherever asked for.
2. Any order resulting from this enquiry shall be governed by the terms & conditions of the tender document and the supply order.
3. Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. **NO DEVIATIONS TO THE TERMS & CONDITIONS ARE ALLOWED.**
4. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.

Encl.:-

- a) ANNEXURE – I (SCHEDULE OF REQUIREMENT)
- b) ANNEXURE - II (TERMS & CONDITIONS)
- c) ANNEXURE -III (CHECK LIST)
- d) ANNEXURE -IV (FORMAT OF PRICE BID)
- e) ANNEXURE – V (FORMAT FOR BANK GAUARANTEE FOR SECURITY DEPOSIT / PBG)

ANNEXURE:- I

SCHEDULE OF REQUIREMENT

S/N	Description Of Material	Unit	No of unit Required	Remarks
1	Supplying, Installation, testing and commissioning of Binocular Microscope	No.	1 (one)	AS PER SPECIFICATION GIVEN ON PAGE NO. 5 TO 10
2	Supplying, Installation, testing and commissioning of O & G Sampler	No.	1 (one)	
3	Supplying and testing of Thermometer	No.	4 (four)	
4	Supplying, Installation, testing and commissioning of Aquarium for bioassay test	No.	1 (one)	
5	Supplying, Installation, testing and commissioning of Colony Counter	No.	1 (one)	
6	Supplying, Installation, testing and commissioning of Hot air oven	No.	1 (one)	
7	Supplying, Installation, testing and commissioning of Ice Box	No.	2 (two)	
8	Supplying, Installation, testing and commissioning of Low flow pump	No.	1 (one)	
9	Supplying, Installation, testing and commissioning of Water bath	No.	1 (one)	
10	Supplying, Installation, testing and commissioning of Water sampler	No.	1 (one)	
11	Supplying, Installation, testing and commissioning of Water Testing kit	No.	1 (one)	
12	Supplying and testing of Portable TDS Meter	No.	1 (one)	

1. Maintenance & Support : Comprehensive maintenance and support is to be provided at user's end during Guarantee / Warranty period in general shift of CMPDI's working hours on weekdays only.
2. Place of Installation : CMPDI, RI-1, Asansol.
3. Consignee : Regional Director, RI-1 or his authorised representative.
4. Paying Authority : HOD (F), RI-1 or his authorised representative.

SIGNATURE OF THE TENDERER WITH SEAL

1.0 TECHNICAL SPECIFICATION OF BINOCULAR MICROSCOPE

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Item	: Microscope stand <ul style="list-style-type: none"> - It should have adjustment by vertical movement of the nosepiece, by means of coaxial coarse & fine adjustment kinds. - Stage should be fixed. - Roller guide stroke (from the focal point on the stage surface).
2.	Stage	: Cross movement Stage <ul style="list-style-type: none"> - minimum 350 cm² traversing area 5 cm x 5 cm (minimum) with low positioned Coaxial control knobs; Provision for accommodation of various culture vessels & specimen holders, sadwick rafter counter, slides of various dimensions, watch glasses etc.
3.	Illumination	: Light source <ul style="list-style-type: none"> - It should have Halogen bulb 5v-12v 15 WATT-50 WATT with bulb cantering device & light intensity control. Filter Holder <ul style="list-style-type: none"> - It should have provisions for 4 flip-up filter holders green, light blue interference filter & frosted filter. Condenser Holder <ul style="list-style-type: none"> - It should be Flip-up or swing-out type.
4.	Observation System	: <ul style="list-style-type: none"> - Light path for photomicrography, 3 setting positions, linked with focusing reticles, for observation tube, 35 mm camera & multitube mounting part. - Binocular tube inclined 45° inter pupillary distance adjustment from 53 mm to 75 mm, constant tube length adjustment. - Eyepiece 5 x & 10 x - Multitube light path, provision for mounting photomicrographic equipment directly as well as the multitube attachment.
5.	Condenser	: There should be working distance furret condenser light annuli for 4 x, 10 x, 20 x, 40 x, 100 x objectives.
6.	Objectives	: Phase Contrast Objectives having following magnifications <div style="text-align: center;"> 4 x 10 x 20 x 40 x 100 x </div> Complete with cover and case.
7.		: The manufacturer shall provide complete operation manual.

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|----|---|---|
| 8. | : | Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications. |
| 9. | : | Quotation must contain a point wise compliance statement of technical specifications. |

2.0 TECHNICAL SPECIFICATION OF O & G SAMPLER

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Operating Temperature	: 0° to +50°C
2.	Battery	: 5 AH, 12V DC rechargeable battery
3.	Flow Rate	: 250ml to 500 ml per minute
4.	Type	: Peristaltic
5.	Max. Lift	: 10 ft.
6.		: The manufacturer shall provide complete operation manual.
7.		: Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.
8.		: Quotation must contain a point wise compliance statement of technical specifications.

3.0 TECHNICAL SPECIFICATION OF THERMOMETER

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Temperature Range	: 0° to +150°C
2.	Type	: Mercury, Glass bulb
3.	Resolution	: 0.1°C
4.	Accuracy	: ± 0.2° C

4.0 TECHNICAL SPECIFICATION OF AQUARIUM FOR BIOASSAY TEST

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Shape of the Aquarium	: Preferably round or oval
2.	Size of the Aquarium	: 2 m (Min.) in diameter
3.	Material of the aquarium	: Tempered glass, fiberglass or stainless steel (No. 316 or equivalent) and silicone sealant should be used as the construction material. Rubber or plastics containing toxic fillers, additives, stabilizers, plasticizers etc should not used as the construction material.
4.	Heater & Mixer	: There should be the provision for the distribution of hot

		and cold water and mixing facilities to obtain any desired temperature.
5.	Aeration	: There should be the provision for the aeration of water. Oil-free air pumps should be used, if possible. If air pumps are not oil-free, it should have water seals and filters to prevent oil from entering air lines and contaminating tank.
6.	Design	: The round or oval shaped tank, as stated above, should have a standpipe drain in the centre, threaded below the tank floor so that, when the standpipe is removed, the opening is flush with the tank bottom. Another pipe, with half-moon cutouts at its base should be provided over the standpipe, so that the out flowing water passes up through the outside pipe, then down the standpipe. A jet pipe should be provided along the edge and above the surface to introduce water into the tank.

5.0 TECHNICAL SPECIFICATION OF COLONY COUNTER

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Design	: Should have a glare free illumination and a 100 mm diameter magnifying lens the position of which should be adjustable
2.	Counting Plate	: Should have standard Wolfhugel ruling.
3.	Display	: Automatic digital display, with facility to manually reset
4.	Power Requirement	: 230 ± 10 volts/50 Hz AC power supply
5.	Other Requirement	: Should be complete with ON/OFF switch, probe for counting, power cable with plug

6.0 TECHNICAL SPECIFICATION OF HOT AIR OVEN

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Inside chamber size	: 605 mm x 910 mm x 605 mm.
2.	Manufactured Structure	: Double walled with inside wall made of thick Anodized Aluminium/Stainless Steel and outside wall made of mild steel furnished in durable white enamel paint. The space between the walls should be at least 75 mm thick and packed with pure white glass wool. Heating elements should be located at appropriate locations to enable temperature controls through a built-in air circulating fan and thermostat arrangement from room temperature to 250°C. Should have a built-in digital thermometer and 2

		adjustable air ventilators located near the top of the sides.
3.	Operating Power	: 230 ± 10 volts 50 HZ AC power
4.	Timer	: At least two hours and adjustable in multiples of 15 minutes or less for auto cut offs
5.	Others	: Complete with pilot lamp, digital display (continuous) facility for temperature, atleast three perforated shelves adjustable at any levels, power cable and plug.

7.0 TECHNICAL SPECIFICATION OF ICE BOX

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Dimension (mm) L×W×H	: 600×500×450 (Approx.)
2.	Weight	: 10Kg (Max.)
3.	Construction	: The inner and outer skins should be one piece molded fiberglass with no joins or projections. They should be bonded together by rigid insulation foam with a thickness of approximately 40mm.
4.	Insulation	: The insulation used is the BEST available for this purpose.
5.	Lid	: The lid should be 40mm thick, filled with insulation.
6.	Handle	: Molded in Nylon thus giving comfortable carrying without crushing the fingers.
7.	Latches	: Rubber latches to maintain constant pressure on the lid producing a perfect seal.

8.0 TECHNICAL SPECIFICATION OF LOW FLOW PUMP

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Type	: Battery operated lightweight pump for personal sampling with built in flow indicator
2.	Operating flow range	: 50 to 500 LPM
3.	Flow control	: ±5% set point constant flow Battery
4.	Assembly	: Rechargeable Ni-Cd
5.	Run time	: Eight hours minimum
6.	Other features	: LCD indicator for battery level, fault shutdown and time display. Provision for delayed start and timed shutdown
7.	Timing Accuracy	: ±to.05%
8.	Optional accessories	: Clip holder and filter holder for holding up to 47 mm filters

9.0 TECHNICAL SPECIFICATION OF WATER BATH

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Construction	: 1. Double walled construction, inner chamber made of stainless steel and outer cabinet made of mild steel, painted in enamel, provided with chromium plated lid with concentric rings 2. The gap between the two walls should be insulated with pure glass wool
2.	Temperature	: Thermostatically controlled from room temperature to 100 °C
3.	Precision	: ± 1 °C
4.	Inner dimensions	: at least 30 x 25 x 10 cm with at least 6 holes of 7.5 cm diameter
5.	Other requirements	: Complete with indicator lamps, off-on switch, wire and plug, concentric rings & thermostat.

10.0 TECHNICAL SPECIFICATION OF WATER SAMPLER

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Operating Temperature	: 0° to +70°C
2.	Battery	: 5AH, 12V DC rechargeable battery that will power the water sampler to pump approximately 5 gallons between recharging. A battery charger should be included with the unit and that will recharge the battery within 12 hours. Battery Life: Approximately 1 hour of continuous sampling.
3.	Flow rate	: 1000 ml per minute at 4 ft. head
4.	Type	: Peristaltic
5.	Max. Lift	: 20 ft
6.	Pump Tube	: Non-leaching (Like Norprene etc.)
7.	Sample Hose	: 15 ft nylon reinforced polyethylene tube.

11.0 TECHNICAL SPECIFICATION OF WATER TESTING KIT

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Physical	: pH, Temperature, Turbidity
2.	Chemical	: Residual Chlorine, Ammonia, Dissolved Oxygen
3.	Biological	: Total Coliform Bacteria

Method of Analysis and unit

4.	Ph	:	Electrometric (no unit)
5.	Temperature	:	Digital Thermometer (OC)
6.	Turbidity	:	Portable size Turbidity meter (NTU)
7.	Residual Chlorine	:	Photometric (mg/l)
8.	Ammonia	:	Photometric (mg/l)
9.	Dissolved Oxygen	:	Photometric (mg/l)
10.	Total Coliform Bacteria	:	Multiple Tube Fermentation (MPN)
	<ul style="list-style-type: none"> The kit should have all the chemicals and accessories to perform these tests in the field. The kit should be easy to carry to the field and all the tests can be performed there itself. The kit case should have foam cushioning for safety of the chemicals. Reagents can be replenished and extra equipment can be ordered separately. 		
11.	Instruction Manual	:	A self-explanatory pictorial user's manual and field operational handbook should be there, which should provide step by step instructions for each test so that any person with non-scientific background can also perform the tests easily.

12.0 TECHNICAL SPECIFICATION OF PORTABLE TDS METER

S/N	PARAMETER	SPECIFICATION
	MAKE & MOD. NO.	:
1.	Range	: 0.00 – 9990 ppm (mg/L)
2.	Resolution	: 10 ppm (mg/L)
3.	Accuracy	: +/-2%F.S
4.	Battery	: Should be Operational by batteries
5.	Temperature Compensation	: 0°C - 50°C
6.	Operating Temperature	: 0°C - 50°C

ANNEXURE:- II**TERMS & CONDITIONS:****1. MODE & METHOD OF SUBMISSION OF TENDER**

The bidders must submit their offer i.e. **PART – I** and **PART – II** up to the scheduled time and date.

PART – I

Contain all Techno-Commercial terms & Conditions except **PRICE**.

SECTION - A:

- a) Consisting of technical offer
- b) Checklist showing deviations from the technical specifications

SECTION - B:

- a) Commercial Terms & Conditions
- b) Checklist showing deviations, if any, from the tender document commercial terms & conditions against each clause as per Annexure- III
- c) Earnest Money should be deposited in a separate envelope super scribing '**EARNEST MONEY DEPOSIT**' and not inside the envelope containing **PART-I & II** of the bid.
- d) **EMD** should be either in the form of Bank Draft or deposit of cash. Bank Draft should be drawn in favour of CMPDI LTD., Regional Institute, Asansol on any scheduled bank payable at Asansol preferably on "State Bank of India"/ for cash deposit towards Earnest Money, cash will be accepted by Cash Office on all working days from **10.30 AM to 3.00 PM** from **18.11.2015** to **08.12.2015** for which Money Receipt will be issued.
- e) **Government (State/Central)/Public Sector Undertakings are exempted from submission of EMD/Security Deposit against valid documentary evidence.**
- f) In case Earnest Money is not submitted, the offer shall be **out-rightly rejected** without any reference on this subject. EMD shall be refunded to the unsuccessful bidder on request and on production of original money receipt immediately after finalisation and award of the tender.
- g) For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of one year of Guarantee / Warranty Period from final inspection, after installation of Environmental Lab Instruments/Equipments at site. The deposits like Earnest Money will not carry any interest during its period of retention.

THE DEPOSITS LIKE EARNEST MONEY MAY BE FORFEITED:-

- i) If any bidder withdraws their offer after tender opening during the period of tender validity.
- ii) If the bidder fails to execute the order job after acceptance of order within the specified time limit or does not fulfill any of the terms & conditions.
- h) The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.

- i) The Bank Draft towards the cost of tender documents as above shall be submitted in a separate envelope marked “**COST OF TENDER DOCUMENTS**” and not with **PART - I / EMD**.

PART- II

- a) The second part of the tender shall consist of details of **PRICES ONLY**. The price bids of only those bidders whose offer in **PART - I** is found to be techno-commercially acceptable will be opened.
- b) **ENVELOPE NO. 1** (PART-I, Section-A&B) containing techno-commercial bid and the **ENVELOPE NO. 2** (PART-II) containing price bid, **ENVELOPE NO. 3** (EMD) and **ENVELOPE NO. 4** (cost of Tender Document in case of bidders using down loaded Tender Document) should be properly sealed and put inside a bigger envelope. All the three envelopes (four envelopes in case of bidders using downloaded Tender Document) should bear the Tender no., Date & Time of Opening and should also indicate the heading i.e. **PART-I, TECHNO-COMMERCIAL BID, EMD RECEIPT** and **PART – II, PRICE BID**. All the envelopes should be properly sealed and super-scribed with “*Supply, Installation, Testing & Commissioning of Instruments/Equipment at Environmental Laboratory, CMPDI, RI-1, Asansol*” the Tender No., Date & Time of Opening and should be inserted in a bigger envelope, giving details of the Tender No. and the Date and Time of Opening of the tender and dropped in the nominated ‘**TENDER BOX**’ kept in the office of the **HOD(S & P)**, CMPDI, RI-1, Asansol.

IF BIDDER DISCLOSE ITS PRICE IN THE TECHNO-COMMERCIAL BID (PART - I), THE OFFER WILL BE RESEALED AND WILL BE TREATED AS INVALID OFFER BY THE TENDER OPENING COMMITTEE.

- 2. The offer shall be accompanied with the copies of :-

- a) VAT Registration Certificate
- b) PAN No.
- c) Credentials for similar nature of work with supporting documents

- 3. The rate shall be quoted both in words and in figures on FOR-destination basis. The offers should indicate rate per unit, discount, if any, total price and delivery terms. The rates of taxes and duties applicable should be quoted.

4. TAXES & DUTIES

- i. Whenever the bidders mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.
- ii. Conditional discounts, including quantity discounts, will be indicated in the comparative statement but the discounted price will not be shown for comparison purpose. Cash discounts or prompt payment discounts will also be treated in the same manner. Only unconditional discounts will be taken into account for arriving at total price.
- iii. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.

- iv. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated. If you are exempted from paying Excise Duty, the same must also be confirmed with valid documentary evidence.
- 5. The price quoted must be firm and offers must remain open for acceptance for six months from the due date of opening of the tender.
- 6. The tenders of those bidders whose motto is to offer different prices or change the terms which affects the quoted price of the firm within the validity of the offer shall be treated as invalid offer and the action against such bidder will be taken as per **CIL RULES / PROCEDURE**.
- 7. **NOTE**
 - a. **ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.**
 - b. **TENDERS ERASED, CUTTING AND OVER WRITTEN WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE BIDDER'S SIGNATURE.**
- 8. Offers received after the submission time of the due date of the tender shall not be accepted.
- 9. **PACKING & TRANSPORT**
 - a. It shall be responsibility of the successful bidders to arrange for the stores being sufficiently and properly packed for transport by Rail, Road, or Sea as the case may be so as to their being free from loss of injury on arrival at destination. The packing of the stores shall be done at the expense of the successful bidder.
 - b. The successful bidder is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. CMPDI, RI-1 shall pay for only such stores as are actually received by them in accordance with the contract.
 - c. All packing cases, containers, packing and other similar materials shall be supplied free by the successful bidder and shall not be returned unless otherwise specified in the contract/supply order.
 - d. Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.
 - e. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary words like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.
 - f. A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

10. DELIVERY

The time for and the date of delivery to the stores stipulated in the **“PURCHASE ORDER”** shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

In the event of failure to delivery or dispatch the stores within the stipulated date / period in accordance with the specification mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right:

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Officer – in – charge.
- (b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful bidder shall pay CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- (g) If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then CMPDI, RI-1 may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CMPDI, RI-1 the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

11. INSPECTION

Materials are subject to inspection by an authority to be deputed for the purpose at Consignee's end. It may be carried out before dispatch, if required. Even after pre-dispatch inspection is carried out the materials will be subjected to final inspection at site after receipt of the materials at site.

12. INSTALLATION, TESTING & COMMISSIONING

The supplier shall deliver the instruments at RI-1, CMPDIL, Asansol. The **INSTALLATION, TESTING & COMMISSIONING** shall be carried out by the supplier at their cost, including any material required for installation and demonstration within a period of one month from the date of delivery at RI-1, CMPDIL Asansol. The satisfactory performance of the equipment and analysis shall have to be demonstrated by the supplier before final acceptance of the equipment.

The manufacturer shall provide complete operation manual.

13. PAYMENT TERM

100% Payment shall be made after successful **Supply, Installation, Testing & Commissioning of Instruments/Equipment at Environmental Laboratory** at site and acceptance of **Bank Guarantee** if any by the Consignee.

14. SUBMISSION OF BILL

Pre-receipted bill in triplicate along with signed challan in triplicate, Guarantee / Warranty Certificate & installation report are to be submitted to the concerned department. Payment shall be released on certified bills by the concerned authority. **THE PAYMENT SHALL BE MADE BY A/C PAYEE CHEQUE ONLY.**

15. SECURITY DEPOSIT

- (a) The successful bidders will be required to deposit as security money 10% of the value of the order (FOR destination price including taxes and duties) in the form of Demand Draft within 15 days from the date of issue of the supply order. For successful bidder Earnest Money will be adjusted with the security money of 10% of the value of the order to be placed.
- (b) In case bidder fails to deposit Security Money within the stipulated period the order shall be cancelled and EMD deposited against this tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the bidder and their performance shall be kept in record for future dealings.

The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.

- (c) Security money of the eligible bidders will be released on certification of the office-in-charge after expiry of the Guarantee period. The deposits like security money etc. will not carry any interest during its period of retention.

16. GUARANTEE / WARRANTY

The bidders must submit the Guarantee / Warranty certificate of satisfactory performance of the equipment offered by them for a period of **12 months** from the date of commissioning (*Instruments/Equipment for Environmental Laboratory*). The supplier shall be responsible for any defects that develop during Guarantee / Warranty period, arising from faulty materials, and shall

remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace any defective portion of the goods, such replacement should be made by the supplier without any extra cost to CMPDI and within a reasonable time.

17. Supply order, as and when placed, shall be governed by Liquidated damages clause and Fall Clause as per the enclosed **"TERMS AND CONDITIONS" (ANNEXURE – II)**.

18. DEVIATION

Deviation sought by the bidders whether commercial or technical must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents other than the prescribed schedules may render the bid itself non responsive.

19. FORCE MAJEURE CLAUSE

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CMPDI nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

20. PRICE FALL CLAUSE

It will be a condition of the contract that all through the currency of the prices, at which the successful bidders shall supply the stores, shall not exceed the lowest price charged by them to any other Agency including DGS&D. In the event of price going down, the supplier shall promptly pass on such information to enable this company to amend the order rate.

21. **CMPDI, RI-1 RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS IN PART OR IN FULL WITHOUT ASSIGNING ANY REASON THEREOF. NO DISPUTE OF ANY KIND CAN BE RAISED AGAINST THIS RIGHT OF THE BUYER IN ANY COURT OF LAW OR ELSEWHERE. NO CORRESPONDENCE WILL BE ENTERTAINED IN THIS REGARD.**

22. **ALL DISPUTES ARE SUBJECTED TO ASANSOL COURT JURISDICTION ONLY.**

ANNEXURE:- III

CHECK LIST

PLEASE SPECIFY THE FOLLOWING:

Q. No.	LIST OF QUESTIONS	Indicate in Yes / No below
1.	Have you prepared and submitted the bids as indicated in Clause 1 ? [Please refer MODE AND METHOD OF SUBMISSION OF TENDERS]	
2.	Have you quoted FOR Destination / FOB price(s) in line with clause 3 of Terms & Conditions and indicated the break-up as per Annexure-IV ?	
3.	Have you quoted firm price in line of Clause 5 of Terms & Conditions ?	
4.	Is your offer valid for Six Months from the date of opening of tender in line of clause 5 of Terms & conditions ?	
5.	Have you accepted Payment terms in line with clause 13 of Terms & Conditions ?	
6.	Have you accepted Liquidated Damages & Force majeure clause in line with clause 10 & 19 of Terms & Conditions ?	
7.	Have you accepted Inspection terms in line with clause 11 of Terms & Conditions ?	
8.	Have you submitted Earnest Money fee in line with the Terms & Conditions ?	
9.	Have you accepted Security deposit terms, clause 15 of Terms & Conditions ?	
10.	Have you accepted Price fall clause in line with clause 20 of Terms & Conditions ?	
11.	Have you accepted Jurisdiction in line of clause 22 of Terms & Conditions ?	
12.	Indicate the List of enclosures with the Offer	

ANNEURE:-IV**FORMAT OF PRICE BID**

SL. No.	Description of material	Unit of Measure	Qty.	FOR Destination/ Landed Value
				(₹)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

ANNEXURE - V**BANK GUARANTEE FORMAT**

1. Messers..... & Company having its office at
(Hereinafter called the Seller) has entered into a Contract No. CMPDI/RI-1/
.....dated..... (Hereinafter called the Purchaser) to supply
Equipment / Plant / Machinery on the terms and conditions contained in the said Contract.

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

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

2. We.....Bank Limited, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has deputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We Bank Limited, further agree that the guarantee herein contained shall come in to force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date to be given months from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

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

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

5. WeBank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
6. The Bank has under its constitution power to give this guarantee and Mr.....Manager, who has signed it on behalf of the Bank has authority to do so.
7. The Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

Datedday of 201.

ForBank Limited.

**SIGNATURE OF THE AUTHORIZED PERSON
FOR AND ON BEHALF OF THE BANK.**