



TENDER DOCUMENT

Ref: CMPDI/RI-VII/Pur/Lawn Mower/15-16/2725

Dated: 11.01.2016

I	Sealed Offers are invited for the Supply of Lawn Mower as per the SCHEDULE OF REQUIREMENT/TECHNICAL SPECIFICATION, etc. (ANNEXURE – I) and terms & conditions given below.	
II	DETAILS OF TENDER :	
a	TYPE OF TENDER	TWO BID
b	ISSUE OF TENDER DOCUMENT BEGINS	On 14/01/2016 at 11:00 AM
c	DUE DATE & TIME OF SUBMISSION OF TENDER	On 01/02/2016 up to 03:30 P.M
d	DUE DATE & TIME OF OPENING OF TENDER (PART-I)	On 01/02/2016 at 04:00 P.M
e	COST OF TENDER DOCUMENT	-NIL-
	DUE DATE AND TIME OF OPENING OF PRICE BID (PART-II)	WILL BE COMMUNICATED TO THE TECHNO-COMMERCIALY ACCEPTABLE BIDDERS SEPARATELY.

TERMS & CONDITIONS

I. MODE & METHOD OF SUBMISSION OF TENDER: - The tender is to be submitted in two parts, viz. Part-I & Part-II and must be enclosed in two envelopes as given below:

Envelope No.1 containing techno commercial bid (PART-I SECTION A & SECTION B); and

Envelope No 2 containing price bid (PART-II), should be properly sealed and put inside a bigger envelope.

Both the envelopes (I & 2) should bear the tender no and date and should also indicate the heading i.e. PART-I SECTION A & B - Techno-Commercial bid and PART-II - Price bid. Both the envelopes should be super-scribed with the Tender No. and the date and time of opening. In case any of the envelopes submitted are without proper seal, the offer shall not be considered. All the envelopes containing the tenders shall be properly sealed. Envelopes Stapled shall not be accepted.

PART- I:

SECTION - A: Shall contain the technical offer as per Annexure-I.

SECTION - B: Shall contain (a) Commercial Terms & Conditions, (b) a Check List as per **Annexure- II**, (c) Blank format of price bid (Price format as per **Annexure-III**), as quoted by the tenderers (WITHOUT PRICE).

PART- II: The second part of the tender shall consist of details of prices ONLY. The price bids of only those Bidders whose offer in Part-1 is found to be techno-commercially acceptable will be opened.

IMPORTANT NOTE :-

- If the prices are disclosed in the techno-commercial bid (Part-I), the offer will be treated as invalid.
- Bidders are requested to submit the offer complete in all respects as per the tender document along with supporting documents, failing which the offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained.

Note (Part I & Part II): All pages of the offer, including enclosures, should be signed and stamped without which the offer shall be rejected.

II.COMMERCIAL TERMS AND CONDITIONS: Bidders are requested to read the following terms and conditions carefully before submitting the offer. **It is essential for the Bidder to un-conditionally accept all the terms and conditions indicated below :**

वेब साईट / Website Address : www.cmpdi.co.in E-mail: ri7@cmpdi.co.in

फोन नम्बर / Phone No : Phone: +91 (674) 230-1271

फैक्स नम्बर / Fax No. : +91 (674) 230-1762





- 1) The tenderers shall quote as per the specifications given in the Schedule of Requirement **as** per **Annexure-I**.
- 2) The rates quoted should be firm, inclusive of all taxes, duties and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for **two (02) months**.
- 3) Firm delivery period should be specified and it should not be more than **30 days** from the date of supply order.
- 4) The tenderer have to mention the make & Model of the offered items along with their offer.
- 5) **PERFORMANCE BANK GUARANTEE:** The successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order, equivalent to 10% of the total value of the supply order. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid for the entire warranty period plus a claim period of 3 months. The Bank Guarantee will have to be extended, if required.

The value of the Performance Bank Guarantee will be calculated as follows:-

- a. **ORDER FOR INDIGENOUS ITEMS** – The value of the Performance Bank Guarantee for orders placed for indigenous items will be arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.
- b. **ORDER FOR IMPORTED ITEMS** – The value of the Performance Bank Guarantee for orders placed for imported items will be arrived at by adding estimated amount of Freight, Insurance, Port Charges, Customs Duty, etc. as applicable on the date of opening of the price bid, to the FOB Price of the material on order.

Note: - The Bank Guarantee to be submitted should be on non-judicial stamp paper, as per the format enclosed at **Annexure-V**, from any Nationalised/Scheduled Bank. Any deviation in the Bank Guarantee format will not be accepted. The denomination of the stamp paper should be legally acceptable and as applicable in the State from which it is issued.

- 6) The tender shall be opened on **01/02/2016 at 04:00 PM** in 3rd Floor, North side, E&M Department., CMPDI, RI-VII, Bhubaneswar. [If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working date]
- 7) **Guarantee/warranty:** The Guarantee/Warranty period shall be applicable as per manufacturer policy.
- 8) The materials have to be delivered at CMPDI Store, RI-VII, Plot No. E/4, Samantapuri, Near Mahatma Gandhi Park, PO: RRL, Bhubaneswar-751013, Odisha.
- 9) Liquidated Damage: As per Annexure-IV.
- 10) Payment shall be made within 21 days of receipt of the material subject to satisfactory inspection report.
- 11) The tenderer is required to mention Sales tax registration no./TIN/SRIN.
- 12) Any legal issue arising out of the above tender is subject to the court of Bhubaneswar only.
- 13) The company reserves the right to reject any or all the quotations without assigning any reason thereof.

Encl: 1) Annexure – I (SCHEDE OF REQUIREMENT)
 2) Annexure – II (Checklist)
 3) Annexure – III (Price Bid Format)
 4) Annexure – IV (Liquidated damages clause)
 5) Annexure – V (Bank Guarantee Format)

भवदीय,

प्रभारी अधिकारी (क्रय)

Copy to:

1. Chairman Purchase Committee, CMPDI, RI-VII, Bhubaneswar.
2. HOD (Civil), CMPDI, RI-VII, Bhubaneswar.





ANNEXURE - I

SCHEDULE OF REQUIREMENT

Sl. No.	Item Description	Quantity (Nos)	Make & Model
1.	<p>LAWN MOWER</p> <p>Technical Specification:</p> <p>a. Motor : Induction b. Power : 1600 Watt (220V ~ 50 Hz) c. Cutting Width : 46 cm d. Adjustable Cutting Heights : 7 (25mm-72mm) e. Grass Collection Capacity : 70 Liters f. Weight (Including Catcher) : 27.4 kg g. Deck Material : Steel h. Material of collection bag : Plastic i. Front & Rear Wheel size : 200mm & 280mm</p>	01	



Annexure II

CHECK LIST

Please specify the following:

Q. No	List of questions	Indicate in Yes/No/NA below
1	Have you prepared and submitted the bids as indicated in Clause I, MODE AND METHOD OF SUBMISSION OF TENDER ?	
2	Are the rates quoted by you are firm, inclusive of all taxes, duties and FOR CMPDI, RI-VII, Bhubaneswar and are valid for three(02) months ?	
3	Have you accepted the delivery schedule in line with Clause II (3) of the Tender Document?	
4	Have you mentioned the make & model for the offered item in the Schedule of requirement (Annexure-I) ?	
5	Have you accepted to submit Performance bank Guarantee in line with Clause II (5) of the Tender Document?	
6	Have you accepted Guarantee/Warranty in line with Clause II (7) of the Tender Document?	
7	Have you accepted to deliver the items as per Clause II (8) of the Tender Document?	
8	Have you accepted Liquidated Damages Clause in line with Clause II (9) of the Tender Document?	
9	Have you accepted Payment terms in line with Clause II (10) of the Tender Document?	
10	Have you mentioned the Sales tax registration no/TIN/SRIN?	



Annexure-III

FORMAT OF PRICE BID

SL. No	Description of material	FOR Destination Unit Price including of all Taxes and duties	Discount, if any	Total Price (in Rs.)
1	<p>LAWN MOWER</p> <p>Technical Specification:</p> <p>a. Motor : Induction</p> <p>b. Power : 1600 Watt (220V ~ 50 Hz)</p> <p>c. Cutting Width : 46 cm</p> <p>d. Adjustable Cutting Heights : 7 (25mm-72mm)</p> <p>e. Grass Collection Capacity : 70 Liters</p> <p>f. Weight (Including Catcher) : 27.4 kg</p> <p>g. Deck Material : Steel</p> <p>h. Material of collection bag : Plastic</p> <p>i. Front & Rear Wheel size : 200mm & 280mm</p>			

Note- This is only a format for guidance on how to quote the prices. The firm should submit their prices on their own letter head duly authenticated.



Annexure-IV

LIQUIDATED DAMAGE

The time for and the date of delivery of 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.

1. In the event of failure to deliver/dispatch the stores within the stipulated delivery date/period in accordance with the sample and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the CMPDI should have the right:
 - a) To recover from the successful tenderer as agreed liquidated damages a sum not less than half percent (½ %) of the price of any stores which the successful tenderer 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 ten percent (10%). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Material Management Department.
 - b) To purchase elsewhere, after due notice to the successful tenderer 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, except in cases referred to in Clause-2 below.
 - e) To forfeit the security deposit full or in part;
 - f) Whenever under this contract a sum of money is recoverable from and 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 recover the full amount recoverable, the successful tenderer shall pay the CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
2. If the execution of the supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or fire, or blockade, flood, acts of nature or any other contingencies beyond the supplier's control, due to act of god than CMPDI may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and his decision shall be final. If and when an additional time is granted by the CMPDI, the supply order shall be read or understood as if it had contained from the inspection of the delivery date as extended.

PRICE CERTIFICATE

You are required to submit the following certificate on your letter head along with your bill(s). Failure in submission of the certificate by the contract holder may result in withholding of the payment of their bills(s).

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract herein have not been sold by me/us to any other organization at the commencement of the contract upto the period of completion of delivery at a price lower than the price charged to the consignee concerned of the contract."



ANNEXURE - V

Bank Guarantee Format

Messers a Company having its office at (hereinafter called the Seller) has entered into a Contract No. CMPDI/..... dated(hereinafter called the said Contract) with Central Mine Planning and Design Institute Limited (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 ofequivalent 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. The..... Bank 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 of any of the terms and conditions contained in the said Contract or by reason of the 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 disputed 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 givenmonths 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 reason 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. We Bank 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.

Dated :day of200..

for..... Bank Limited.

Signature of the authorized person

For and on behalf of the Bank