

**TENDER DOCUMENT**  
**FOR**  
**Environmental ITEMS**  
**FOR THE YEAR 2016-17**  
**AT**  
**CMPDI, RI-1, ASANSOL**  
**(PART -I)**



**JULY 2016**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**  
(A SUBSIDIARY OF COAL INDIA LIMITED)  
(An ISO 9001:2008 Company)  
**REGIONAL INSTITUTE – 1, G T ROAD (W),**  
**ASANSOL – 713304**

	<p style="text-align: center;"><b>CENTRAL MINE PLANNING &amp; DESIGN INSTITUTE LIMITED</b></p> <p>Regional Institute – 1, G. t. Road (w), Asansol – 713304 Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R), EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935 CIN- U14292JH1975GOI001223 Email: <a href="mailto:ri1@cmpdi.co.in">ri1@cmpdi.co.in</a></p>	
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Ref. No. : CMPDI/RI-1/S&amp;P/Env Lab/2016-17/82

Date: 29.07.2016

### **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 :

- a) Tender Fee in INR : **Rs.100/- (Rupees one hundred only)**  
(Non-refundable / Non transferable)
- b) Earnest Money : **Rs. 3740/- (Rupees Three thousand seven hundred forty only)**
- c) Date of Commencement of sale of Tender Documents : **29.07.2016 (from 10.30 AM to 12.30 PM)**
- d) Last date of sale of Tender Documents : **16.08.2016 upto 12.30 PM.**
- e) Last date & time for submission of offers : **16.08.2016 upto 03:00 PM.**
- f) Due date & time of opening of Offers : **16.08.2016 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 Bid**

**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 **29.07.2014 to 16.08.2016** 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 having valid NSIC registration/Firms registered under MSME Development Act 2006 for the tender items are exempted from paying Tender Fee against valid documentary evidence.**

Tender documents can also be downloaded from CMPDI'S website [www.cmpdi.co.in](http://www.cmpdi.co.in) & Government website [www.tender.gov.in](http://www.tender.gov.in) during the period from **29.07.2014 to 16.08.2016**. 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 GUARANTEE 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)	
2	Supplying, Installation, testing and commissioning of Colony Counter	No.	1 (one)	
3	Supplying, Installation, testing and commissioning of Hot air oven	No.	1 (one)	
4	Supplying, Installation, testing and commissioning of Ice Box	No.	2 (two)	
5	Supplying, Installation, testing and commissioning of Low flow pump (Personal Dust Sampler)	No.	1 (one)	
6	Supplying, Installation, testing and commissioning of O & G Sampler	No.	1 (one)	
7	Supplying and testing of Thermometer	No.	4 (four)	
8	Supplying, Installation, testing and commissioning of Water bath	No.	1 (one)	
9	Supplying, Installation, testing and commissioning of Water sampler	No.	1 (one)	
10	Supplying, Installation, testing and commissioning of Water Testing kit	No.	1 (one)	
11	Supplying and testing of Portable TDS Meter	No.	1 (one)	

AS PER SPECIFICATION  
GIVEN ON PAGE NO.  
5 TO 10

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.

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## 1.0 TECHNICAL SPECIFICATION OF BINOCULAR MICROSCOPE

Sl. No.	Specifications
<b>Make and Model No. :</b>	
1	<b>Optical Tube</b> Binocular
2	<b>Illumination</b> LED
3	<b>Objectives</b> 4x, 10x, 40x, 100x, antifungal
4	<b>Eye Pieces</b> WF 10x/22mm
5	<b>Stand</b> Single mold Aluminium die-cast stand with hand rests for enhanced comfort and stability
6	<b>Focusing</b> Coaxial coarse and fine focusing on ball drive system for smooth operation
7	<b>Stage</b> Rackless X axis, double plate stage size 200 x 160mm, X/Y travel range 78mm x 54mm. Low drive right hand movement controls. Hard coated surface for scratch resistance. Double specimen holder clip
8	<b>Condenser</b> Sub stage Abbe condenser NA 1.25 with aspheric lens. Iris diaphragm with blue daylight filter. Rack and pinion movements on stainless steel guides
9	<b>Nosepiece</b> Reverse angle quadruple nosepiece (Ball bearing type) with click stops and rubber grip
10	<b>Body</b> Siedentopf Binocular or Trinocular head, 30° inclined, 360° rotatable, Interpupillary distance 48 - 75mm
11	<b>Voltage Supply</b> 100 – 240 V
12	The manufacturer shall provide complete operation manual.
13	Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.
14	Quotation must contain a point wise compliance statement of technical specifications.

## **2.0 TECHNICAL SPECIFICATION OF COLONY COUNTER**

Parameters	Specifications
<b>Make and Model No. :</b>	
Design	Should have a glare free illumination and a 100 mm diameter magnifying lens the position of which should be adjustable
Counting Plate	Should have standard Wolfhugel ruling.
Display	Automatic digital display, with facility to manually reset
Power Requirement	230 ± 10 volts/50 Hz AC power supply
Other Requirement	Should be complete with ON/OFF switch, probe for counting, power cable with plug
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## **3.0 TECHNICAL SPECIFICATION OF HOT AIR OVEN**

Parameters	Specification
<b>Make and Model No. :</b>	
Inside chamber size	605 mm x 910 mm x 605 mm.
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.
Operating Power	230 ± 10 volts 50 HZ AC power
Timer	At least two hours and adjustable in multiples of 15 minutes or less for auto cut offs
Others	Complete with pilot lamp, digital display (continuous) facility for temperature, at least three perforated shelves adjustable at any levels, power cable and plug.
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

#### **4.0 TECHNICAL SPECIFICATION OF ICE BOX**

Parameters	Specifications
<b>Make and Model No. :</b>	
Dimension (mm) LxWxH	600x500x450 (Approx.)
Weight	10Kg (Max.)
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.
Insulation	The insulation used is the BEST available for this purpose.
Lid	The lid should be 40mm thick, filled with insulation.
Handle	Molded in Nylon thus giving comfortable carrying without crushing the fingers.
Latches	Rubber latches to maintain constant pressure on the lid producing a perfect seal.
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

#### **5.0 TECHNICAL SPECIFICATION OF LOW FLOW PUMP (PERSONAL DUST SAMPLER)**

Parameters	Specification
<b>Make and Model No. :</b>	
Type	Battery operated lightweight pump for personal sampling with built in flow indicator
Operating flow range	0.5 – 3.0 LPM.
Size & Weight	155 x 82 x 60 mm; 1.3 kg. (with cyclone)
Filter	37 mm dia. Filter Discs (Whatman GF/A grade)
Batteries	Ni – Cd. rechargeable
Operation Time	8 hrs. on fully charged batteries
Recharge Time	12 – 14 hours after discharge
Cyclone	Brass with teflon filter holder; cutoff at 5 micron
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## **6.0 TECHNICAL SPECIFICATION OF O & G SAMPLER**

Parameters	Specification
<b>Make and Model No. :</b>	
Operating Temperature	0° to + 50°C
Battery	5AH, 12V DC rechargeable battery that will power the 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.
Flow Rate	500 ml per minute
Type	Peristaltic
Max. Lift	10 ft.
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## **7.0 TECHNICAL SPECIFICATION OF THERMOMETER**

Parameters	Specification
<b>Make and Model No. :</b>	
Type	Glass mercury filled
Scale	Celsius
Resolution	0.1° C
Accuracy	± 0.2° C
Range	0° C to 150° C
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## **8.0 TECHNICAL SPECIFICATION OF WATER BATH**

S/N	PARAMETER	SPECIFICATION
<b>Make and Model No. :</b>		
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.

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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.

## **9.0 TECHNICAL SPECIFICATION OF WATER SAMPLER**

Parameters	Specification
<b>Make and Model No. :</b>	
Operating Temperature	0° to +70°C
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.
Flow rate	1000 ml per minute at 4 ft. head
Type	Peristaltic
Max. Lift	20 ft
Pump Tube	Non-leaching (Like Norprene etc.)
Sample Hose	15 ft nylon reinforced polyethylene tube.
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## **10.0 TECHNICAL SPECIFICATION OF WATER TESTING KIT**

Essential Parameters	The kit should be able to test the following mentioned drinking water and waste water quality parameters:
<b>Make and Model No. :</b>	
Physical	pH, Temperature, Turbidity
Chemical	Residual Chlorine, Ammonia, Dissolved Oxygen
Biological	Total Coliform Bacteria
<b>Method of Analysis and unit</b>	
pH	Electrometric (no unit)
Temperature	Digital Thermometer (OC)
Turbidity	Portable size Turbidity meter (NTU)
Residual Chlorine	Photometric (mg/l)
Ammonia	Photometric (mg/l)
Dissolved Oxygen	Photometric (mg/l)
Total Coliform Bacteria	Multiple Tube Fermentation (MPN)
<ul style="list-style-type: none"> <li>• 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.</li> <li>• The kit case should have foam cushioning for safety of the chemicals.</li> </ul>	

- Reagents can be replenished and extra equipment can be ordered separately.

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.
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

## 11.0 TECHNICAL SPECIFICATION OF PORTABLE TDS METER

Parameters	Specification
<b>Make and Model No. :</b>	
Range	0.00 – 3000 ppm (mg/L)
Resolution	10 ppm (mg/L)
Accuracy	± 2%F.S.
Battery	Should be Operational by batteries
Temperature Compensation	0°C - 50°C
Operating Temperature	0°C - 50°C
The manufacturer shall provide complete operation manual.	
Quotation must contain printed detailed catalogue of the manufacturer indicating the technical details as per specifications.	
Quotation must contain a point wise compliance statement of technical specifications.	

**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**.

- 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 1.00 PM** from **29.07.2016** to **16.08.2016** for which Money Receipt will be issued.
- e) **Government (State/Central)/Public Sector Undertakings/Firms having valid NSIC registration/ Firms registered under MSME Development Act 2006 for the EMD/ Security Deposit 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. 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)** 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 down loaded 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 of Installation, Testing & Commissioning of Instruments/Equipment for Environmental Laboratory, CMPDI RI-I, 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

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

Tenderer shall furnish their offer along with the EMD in sealed cover addressed to the **HOD(S&P)**. The offers should be dropped in the designated '**TENDER BOX**' kept in the Office of **HOD(S&P)**, RI-1, CMPDI, Asansol.

### 3. 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 TENDERER'S SIGNATURE.**

### 4. PAYMENT OF EMD

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**". Cash Deposit towards Earnest Money, will be accepted by Cash Office from **10.30 am to 1.00 pm** from **29.07.2016 to 16.08.2016** for which Money Receipt will be issued. 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 tenderer on request and on production of original Money Receipt immediately after finalization and award of the tender. **For successful tenderer EMD will be converted**

**to Security Money which will be refunded to the successful tenderer on certification after completion of one year of Guarantee/Warranty and on production of original money receipt. The deposits like Earnest Money will not carry any interest during its period of retention.**

**The deposits like Earnest Money may be for forfeited:**

- If any tenderer withdraws his offer after opening of the tender and during the validity period of tender.
- If the tenderer fails to execute the order within the specified time limit or does not fulfill any of the terms & conditions.

**5. Validity of Offer:** The offers must remain valid for 180 days from the date of opening of offer.

**6. Consignee:** Regional Director, CMPDI, RI-I, Asansol-713304

**7. Paying Authority:** HOD (F), CMPDI, RI-I, Asansol-713304

**8. Price:** The rate shall be quoted both in words and in figures on FOR DESTINATION basis. If there is any discrepancy between the rates quoted in words and in figures, the rate enclosed in figure shall be considered. The offer should indicate rate per unit, discount, if any, total and delivery terms. The rates should be inclusive of all applicable taxes and duties.

Quotations, erased or overwritten, will be summarily rejected unless corrections are authenticated with the tenderers' signature and date.

Sample of items, wherever required as indicated in the tender, should be submitted free of cost along with quotation for inspection by this office. Samples must be labeled with the tenderer's name, address and tender number with due date of opening of the tender. Samples submitted by tenderers, if not accepted, will be returned.

**9. Taxes & Duties:**

i) Whenever the tenderers 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.

10. 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.

11. The tenders of those tenderers 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 tenderer will be taken as per CIL Rules/Procedure.

12. Offers received after the submission time of the due date of the tender shall not be accepted.

**13. Security Deposit:**

- a) **The successful tenderers will be required to deposit as Security Money 10% of total value of the order** (FOR destination price including taxes and duties) in the form of Demand Draft/Bank Guarantee of any Scheduled Bank Payable at Asansol preferably on State Bank of India or in cash within 21 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 tenderer 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 tenderer and their performance shall be kept in record for future dealings.
- c) The Security Deposit will be forfeited in case of unsatisfactory performance and /or contractual failure.

Security Money/Bank Guarantee of the eligible bidders will be released on certification after expiry of one year from the inspection of materials received. The deposits like Security Money etc. will not carry any interest during its period of retention.

**14. 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.

The tenderers shall not be allowed to supply part materials and receive payment thereon except in exceptional circumstances subject to prior approval of the buyer i.e. the CMPDIL, RI-I, Asansol. Materials have to be supplied in full and payment shall be released on satisfactory supply of materials and its acceptance by the Inspecting Authority of CMPDIL, RI-I. The Company has the right to reject any or all of the materials of the supplier if not found suitable for use after receipt of materials at store. The supplier shall take back the rejected materials at his own cost and in no case the purchaser will be responsible for loss/damage of the rejected goods if the same are not removed by the supplier after rejection within a reasonable time. The payment will be made by A/c Payee Cheque only.

The materials are to be delivered to **General Stores of CMPDIL, RI-I, G.T Road, West End, Asansol-713304**, free of cost within the time limit to be specified in the Purchase Order.

In the event of failure to delivery or despatch 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 tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) 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 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of officer-in-charge.

- 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) Wherever under this contract any sum of money is recoverable from and payable by the supplier, the CMPDIL, RI-I Asansol shall be entitled to recover such sums by appropriating a part or in whole by deducting any sum due or which at any time thereafter may come due to supplier in this or any other contract should this sum be not sufficient to cover the full amount recoverable, the supplier shall have to pay the CMPDIL, RI-I Asansol on demand the remaining amount so due.
- 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-I 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-I the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

#### 15. Force Majeure Clause:

If the execution of the Contract/Supply Order is delayed beyond the period stipulated in the Contract/Supply Order as result of hostilities, declaration of embargo or blockade or flood, act of nature or any other contingency beyond the supplier's control due to act of God, the CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract/Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery as extended.

- 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 cessation 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 into consideration in their quotation.

**16. Inspection:**

Materials are subjected 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 & receipt of the materials at site.

**17. PAYMENT TERM:**

100% Payment shall be made after satisfactory inspection and acceptance of the materials and on production of bill in triplicate duly pre-receipted along with Challan in duplicate and on acceptance of supplied materials by the Inspecting Authority.

**18. PRICE VARIATION CLAUSE**

The rates at which the stores are to be supplied under the Contract are fixed for the duration of the Contract. Normally therefore the rates are not subject to any upward revision until the period of contract is completed. However where additional Statutory Levies are imposed by the Government in the form of Duties/and or Taxes during the currency of the Contract which directly affect the finished goods, a Price increase may be permitted on production of adequate documentary evidence in support of such increase of Levies and quantum of variation in the ultimate price of goods.

**19. PRICE FALL CLAUSE**

The prices charged for the stores supplied shall in no event exceed the lowest price of supplied stores of identical description to any other party/organization during the said period. If the sale price is reduced lower than the price chargeable under the Contract, such reduction shall be incorporated and stores supplied after the date coming into force on such reduction and stores supplied after the date coming into force on such reduction or sell shall stand correspondingly reduced.

20. 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.

21. **CMPDI, RI-I reserves the right to accept or reject fully or partly or split-up any or all offers amongst the tenderers without assigning any reason thereof.** No disputes of any kind can be raised against this right of the buyer in any court of law or elsewhere. **NO CORRESPONDENCES WILL BE ENTERTAINED IN THIS REGARD.**

**22. PENALTY**

In the event of failure to deliver the stores within the stipulated date/period or to effect supplies in accordance with the specification mentioned in the supply order and in the event of any breach on any of the terms of Contract, CMPDI, RI-I, Asansol, shall be entitled at its option either :

- a) To recover as agreed Liquidated Damages a sum not exceeding 0.5% per week subject to maximum of 10% of the price of any or all stores/materials which have not been supplied within the time specified in purchase order unless subsequent extension of delivery time is granted by the buyer in writing, from the supplier's Bills/Earnest Money.
- b) To purchase elsewhere without notice to the supplier and on supplier's account and at supplier's risk the stores not supplied or other items of similar description without cancelling the supply order in respect of the items due for supply.
- c) To cancel the supply order or a portion thereof and if considered necessary by the CMPDI, RI-I, Asansol Authority to purchase the stores at supplier's cost and risk.
- 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 Damage referred to in Clause 23a above.

23. 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.

24. Place of Installation : CMPDI, RI-1, Asansol.

25. **ALL DISPUTES ARE SUBJECT 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 ? <b>[Please refer MODE AND METHOD OF SUBMISSION OF TENDERS ]</b>	
2.	Have you quoted FOR Destination / FOB price(s) in line with clause 8 of Terms & Conditions and indicated the break-up as per Annexure-IV ?	
3.	Have you quoted firm price in line of Clause 10 of Terms & Conditions ?	
4.	Is your offer valid for Six Months from the date of opening of tender in line of clause 10 of Terms & conditions ?	
5.	Have you accepted Payment terms in line with clause 17 of Terms & Conditions ?	
6.	Have you accepted Liquidated Damages & Force majeure clause in line with clause 14 & 15 of Terms & Conditions ?	
7.	Have you accepted Inspection terms in line with clause 16 of Terms & Conditions ?	
8.	Have you submitted Earnest Money fee in line with the Terms & Conditions ?	
9.	Have you accepted Security deposit terms, clause 13 of Terms & Conditions ?	
10.	Have you accepted Price fall clause in line with clause 19 of Terms & Conditions ?	
11.	Have you accepted Jurisdiction in line of clause 25 of Terms & Conditions ?	
12.	<b>Indicate the List of enclosures with the Offer</b>	

## ANNEURE:-IV

## FORMAT OF PRICE BID

PRICE OF Environmental ITEMS FOR RI-I, CMPDIL

SL. No	Description of items (Supplying, Installation, testing and commissioning of	Unit of Measure	Qty.	Basic Price [Ex-works]	Discount (if any)	Packing & Forwarding charges	Excise duty	Sales tax (In case CST is applicable indicate the CST amount in the CST column, In case VAT is applicable indicate the VAT amount in the VAT column)		Freight Charges	Insurance charges	Other levies (If any)	Installation, testing & commissioning	FOR Destination/ Land ed Value
								(`)	(`)					
1	Binocular Microscope	No.	1 (one)											
2	Colony Counter	No.	1 (one)											
3	Hot air oven	No.	1 (one)											
4	Ice Box	No.	2 (two)											
5	Low flow pump (Personal Dust Sampler)	No.	1 (one)											
6	O & G Sampler	No.	1 (one)											
7	Thermometer	No.	4 (four)											
8	Water Bath	No.	1 (one)											
9	Water sampler	No.	1 (one)											
10	Water Testing kit	No.	1 (one)											
11	Portable TDS Meter	No.	1 (one)											

SIGNATURE OF THE TENDERER WITH  
SEAL

**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 he 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.

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'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. 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 of ..... 201.

For .....Bank Limited.

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