



**cmpdi**  
A Mini-Ratna Company

CINNO:U14292JH1975GOI001223

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OFFICE OF THE REGIONAL DIRECTOR

Phone No : +91 712 2642313,  
Fax No. : +91 712 2643231  
E-mail : rdri4.cmpdi@coalindia.in

REF. NO. CMPDI/RI-IV/ENV/TENDER/2016-17/4615-18

DATE : 24.12.2016

BY REGISTERED POST/BY HAND  
iathdfrMkd}kjk@nLrh

### **NOTICE INVITING TENDER**

<b>Description</b>	: Rate contract for refilling Of Acetylene, argon and nitrous oxide Gas cylinder For environment lab, CMPDI, RI-IV, NAGPUR
<b>Tender No.</b>	: CMPDI/RI-IV/ENV/TENDER/2016-17
<b>Tender Fee (Non-refundable/ Not transferable)</b>	: 1000/-
<b>Earnest Money Deposit (EMD)</b>	: NIL
<b>Estimated Value</b>	: Rs. 43,800/-
<b>Due for submission on</b>	: 09.01.2017 upto 11.00 AM
<b>Due for opening on</b>	: 09.01.2017 at 11.30 AM

If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.

Tender document can also be downloaded from our website [www.cmpdi.co.in](http://www.cmpdi.co.in) or government website [www.tenders.gov.in](http://www.tenders.gov.in). The tender fee can be paid in the form of D.D. to be enclosed with the tender.

Offer should be submitted to :-

HOD(Environment),  
CMPDI, RI-IV, Kasturba Nagar,  
Jaripatka, Nagpur-440014

( Tenderer may attend the opening of the tender )

Please go through the Tender Document carefully and submit your offer accordingly, complete in all respect with supporting documents, wherever asked for.

Copy to:

1. All Notice board of CMPDI RI-IV, Nagpur
2. Notice board, WCL(HQ), Nagpur
3. Notice board, WCL, Nagpur area office
4. All RD's-with arequest to display on notice board

HOD(ENV.)



**cmpdi**  
A Mini-Ratna Company

सेंट्रल माइन प्लानिंग एंड डिजाइन इंस्टीट्यूट लिमिटेड  
कोल इंडिया लिमिटेड की एक अनुषंगी कंपनी / भारत सरकार का एक लोक उपक्रम  
मु. :- गोंदवाना प्लेस, कांके रोड, राँची 834 031 झारखण्ड (भारत)  
**ध्वनीय निदेशक का कार्यालय**  
ध्वनीय संस्थान - ४, कस्तुरबा नगर, जरीपटका, नागपुर - ४४० ०१४  
Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
**Office of the Regional Director**  
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014

CIN NO:U14292JH1975GOI001223

संदर्भ: Iksola0&4 @ पर्यावरण/ 2016 /4621

दिनांक: 24.12.2016

## FOR EXTENSION OF DATE OF TENDER

NIT No. CMPDI/RI-IV/ENV/TENDER/2016-17/4262      Dated 21.11.16

Name of work: Rate contract for refilling of acetylene, argon and nitrous oxide gas cylinder for environment lab, CMPDI RI-IV, Nagpur

Following amendments have been made in respect of the above tender

Due for Submission on : 09.01.2017 up to 11:00 am

Due for opening on : 09.01.2017 at 11:30 am

HOD(Env.)



फोन न. a-/ Phone No : +91 712 2642313, 2642539  
फैक्स न. / Fax No. : +91 712 2643231  
वेब साइट / Website Address : [www.cmpdi.co.in](http://www.cmpdi.co.in)  
ई-मेल / E-mail : [ri4env@cmpdi.co.in](mailto:ri4env@cmpdi.co.in)

**TENDER FOR  
RATE CONTRACT OF REFILLING OF  
ACETYLENE, ARGON AND NITROUS  
OXIDE GAS CYLINDER FOR  
ENVIRONMENT LAB  
CMPDI, RI-IV, NAGPUR**

**TENDER NO. CMPDI/RI-IV/ENV/TENDER/2016-17**



**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED  
REGIONAL INSTITUTE -IV  
KASTURBA NAGAR, JARIPATKA, NAGPUR-440014**



CINNO:U14292JH1975GOI001223

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OFFICE OF THE REGIONAL DIRECTOR

Phone No : +91 712 2642313,  
Fax No. : +91 712 2643231  
E-mail : rdir4.cmpdi@coalindia.in

REF. NO. CMPDI/RI-IV/ENV/TENDER/2016-17/4262

DATE : 21.11.2016

BY REGISTERED POST/BY HAND  
iathd'r Mkd }jk@nLrh

### **TENDER DOCUMENT**

Description	:	Rate contract for refilling Of Acetylene, argon and nitrous oxide Gas cylinder For environment lab CMPDI, RI-IV, NAGPUR
Tender No.	:	CMPDI/RI-IV/ENV/TENDER/2016-17
Tender Fee (Non-refundable/ Not transferable)	:	1000/-
Earnest Money Deposit (EMD)	:	NIL
Estimated Value	:	Rs. 43,800/-
Issue of tender document	:	21.11.2016
Due for submission on .....	:	22.12.2016 upto 3.00 PM
Due for opening on .....	:	22.12.2016 at 3.30 PM

**Part-I (Techno-commercial Bid) will be opened on the due date of opening of tender.**

**Part-II (Price Bids) of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, which will be intimated to the successful bidders.**

**If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.**

Tender document can also be downloaded from our website [www.cmpdi.co.in](http://www.cmpdi.co.in) or government website [www.tenders.gov.in](http://www.tenders.gov.in). The tender fee can be paid in the form of D.D. to be enclosed with the tender.

**Offer should be submitted to :-**

**HOD(Environment),  
CMPDI, RI-IV, Kasturba Nagar,  
Jaripatka, Nagpur-440014**

**( Tenderer may attend the opening of the tender )**

**Please go through the Tender Document carefully and submit your offer accordingly, complete in all respect with supporting documents, wherever asked for.**



Sealed quotations are invited from Manufacturers / Authorised Dealers / Stockists/experienced refillers for Rate Contract for refilling Of Acetylene, Argon and Nitrous oxide Gas cylinder for environment lab, CMPDI, RI-IV, NAGPUR as indicated in the attached schedule of requirement indicated in Annexure-I.

#### 1.0.0 **ELIGIBILITY OF TENDERER :**

- 1.0.1 In case the tenderer is a manufacturer, the full address of works with copy of their valid registration with NSIC/SSI/DIC/DGS&D/Registrar of Companies etc. in their own name, **duly attested by Notary Public**, is to be submitted with the offer.
- 1.0.2 If quotation is submitted by Authorised Dealer / Stockist, documentary evidence for being the same should be enclosed with the quotation **duly attested by Notary Public**.
- 1.0.3 Offers of only those tenderers will be considered who have past experience to supply similar items to reputed buyers, preferably to other subsidiaries of Coal India Limited or any other Government Undertaking / Deptt., or they are registered with Coal India Pvt. Limited / WCL or other subsidiaries of Coal India Limited for tendered item(s).
- 1.0.4 Tenderers must submit self attested copies of supply orders received by them from reputed buyers preferably CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings for similar item(s) in recent past in techno-commercial bid (Part-I) in support of their eligibility. Similar item(s) means the item(s) which are in the tender or any other industrial gases.

#### 1.1.0 **SUBMISSION OF TENDER :**

- 1.1.1 Tender must be submitted in sealed covers, which must be superscribed with the Tender Number and the date of opening. All the envelopes containing the tenders shall be properly sealed. **Envelopes stapled shall not be accepted.**

- 1.1.2 **Tender is to be submitted in two parts viz Part-I & Part-II :**

**(a) PART-I (Techno-commercial Bid) will consist of three sections :**

**(i) SECTION-A :** Consisting of Technical offer and checklist showing deviations from the technical specifications, if any, as per Annexure-III

**(ii) SECTION-B :** (a) Containing Check list showing Commercial terms and conditions and deviations, if any, from the NIT commercial terms & conditions against each clause as per Annexure-IV. (b) ~~Draft towards Earnest Money, should also be included in the section B. Demand Draft should be drawn in favour of "CMPDI, RI IV, Nagpur" payable at Nagpur. Bids without Earnest Money or documentary evidence issued by Govt. authorities for according exemption towards submission of EMD will be ignored.~~

**(iii) SECTION-C (FOR SALE THROUGH INTERNET) :** It should contain the draft payable to "CMPDI, RI-IV, Nagpur" towards the cost of downloaded Tender Document. The last date of downloading the Tender Document from the website will be one day prior to the last date of submission of tender. **Accordingly the Draft towards tender fee shall be dated at least one day prior to the last date of submission of tender.** This is applicable in case of those bidders who have downloaded the Tender Document through the website. The bid submitted against the Tender Document



downloaded from the website shall be considered valid only when accompanied by a Bank Draft towards the cost of the tender document indicated in the NIT.

**PART-II :** The second part of the tender shall consist of details of prices only as per Annexure-II. The price bids of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened, which will be intimated to the successful bidders separately.

**1.1.3 The tender should be submitted in sealed envelopes as under.**

Envelope No.	Envelope to Contain	Envelope to be superscribed
Envelope No.1	<ul style="list-style-type: none"> <li>(1) Technical offer and Checklist showing deviations from the technical specifications, if any, as per Annexure-III.</li> <li>(2) Checklist showing Commercial Terms &amp; Conditions and deviation, if any, from the NIT Commercial Terms &amp; Conditions, as per Annexure-IV.</li> <li>(3) Documentary evidence for being Manufacturer/ Authorised Dealer/ Stockist, if any.</li> <li>(4) Declaration regarding banning / delisting as per Annexure-V</li> <li>(5) Self attested copies of recent Supply Orders.</li> <li>(6) Self attested copy of Sales Tax / VAT Registration certificate.</li> <li>(7) Self attested copy of PAN Card.</li> <li>(8) Any other supporting documents, wherever asked for.</li> </ul>	Tender Number and the date of opening and marked as "PART-I (SECTION-A & SECTION-B)".
Envelope No.2	Price bid only, as per Annexure-II, and should be properly sealed.	Tender Number and The date of opening and marked as " PART-II (PRICE BID)"
Envelope No.3	All the above two envelopes, duly sealed, should be put in a bigger envelope superscribed with tender number and due date of opening.	

1.1.4 Tenders may be deposited in person by the tenderers at the Office of HOD(Environment), Environment Department, **CMPDI Complex, Jaripatka, Nagpur**".

1.1.5 Tenderer may send their tenders by post/courier. CMPDI, however, does not take any responsibility for loss of tender in transit. Similarly, claim for receipt of tenders after due date and time if sent by post/courier services will not be accepted.

1.1.6 Tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.

**1.1.7 Tenders sent through Telegram, Telex, Fax or E-Mail will not be considered.**

1.1.8 Unsolicited correspondence will not be entertained after closing date of the tender.



#### 1.2.0 OPENING OF TENDER :

- 1.2.1 **PART-I (Techno-commercial Bid)** will be opened on the due date and time of opening of tender in presence of the attending tenderers or their authorized representative present at the time of opening of tender.
- 1.2.2 **Part-II (Price Bids)** of only those tenderers, whose offers in Part-I are found to be techno-commercially acceptable, will be opened. Date of opening of Price Bids will be fixed after completion of the Techno-commercial evaluation, which will be intimated to the successful bidders.
- 1.2.3 If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time.

#### 1.3.0 IMPORTANT NOTE :

- 1.3.1 If this Tender Document has been down loaded from the website, the requisite Tender Fee must be enclosed alongwith the Tender in Part-I, otherwise the offer shall be outrightly rejected without any reference.
- 1.3.2 The complete offer should be typed in the letterhead of the tenderers. If firm's letterhead is not sufficient to accommodate technical and price details, preferably bigger papers are used, such sheets should be signed by the tenderer and duly stamped.
- 1.3.3 If tenderer discloses 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.
- 1.3.4 Tenderers are requested to submit their offer complete in all respect maintaining Serial Number of the items, terms and conditions as per tender document along with supporting documents failing which offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained. Printed terms and conditions of the Tender shall not be considered.
- 1.3.5 All pages of the tender in Part-I (Techno-Commercial Bid) including all enclosures submitted with the tender except printed leaflets / catalogues are to be submitted duly signed and stamped.
- 1.3.6 Offers received without signature and seal on all pages in Part-II (Price Bid) shall be rejected.
- 1.3.7 In case the tenderer submit self attested copies of registration certificate of DGS&D / NSIC, Licence from BIS and approval certificate issued by DGS&D / other Independent Statutory Bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public.
- 1.3.8 Quotations, erased and over written, will be summarily rejected unless correction is authenticated with the tender's signature.
- 1.3.9 Conditional offer will not be considered.
- 1.3.10 The prices offered should be given both in words and figures.
- 1.3.11 The rate shall be quoted on FOR destination basis with breakup of prices.



1.3.12 Discount, if any, shall be mentioned. Conditional discounts, including quantity discounts, will not be considered for evaluation of Total Price. Cash discounts or prompt payment discounts will also be treated on the same manner. Only unconditional discounts will be taken into account for arriving at Total Price.

1.3.13 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.

1.3.14 Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. The Tenderer should quote the current rate of Excise Duty at the time of submission of tender. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated.

1.3.15 If you are exempted from paying Excise Duty, the same must be confirmed with valid documentary evidence.

1.3.16 Sales Tax should be shown separately. If no mention is made about sales tax, it will be presumed to be included in price quoted.

1.3.17 In case a tenderer does not specify the basis of price or quotes on Ex-works or FOR dispatching station basis, the price will be loaded in the following manner.

(a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charges for loading purpose shall be considered as per the existing transit insurance contract concluded by CMPDI/CIL.

(b) In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight upto destination.

Approximate distance of dispatching station from site	% of FOR dispatching station price	Approximate distance of dispatching station from site	% of FOR dispatching station price
Above 2001 Km	5%	501 to 1000 Km	2%
1501 to 2000 Km	4%	500 Km and below	1%
1001 to 1500 Km	3%		

(c) In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

1.3.18 Details of Prices, Discounts, Taxes and Duties should be indicated in the Price Bid. If no mention is made about various taxes, duties, levies etc. and their applicability to be charged extra / or exclusive, then it will be presumed to be included in prices quoted.

1.3.19 All tenderers should furnish self attested copy of TIN along with the offer.

1.3.20 **PURCHASE PREFERENCE** : Purchase preference, if applicable, may be allowed to Central Public Sector Undertakings / Govt. Deptt / WCL Ancillary Industries in line with Govt. of India / Central Vigilance Commission guidelines / procedure / WCL guidelines for Ancillary Industries as applicable.



1.3.21 **BUYER'S RIGHT TO DECIDE THE TENDER :** CMPDI reserves the right to reject or accept or withdraw the tender in full or in part, as the case may be. Tenderers are advised to carefully note that the deviation in these terms will not be entertained. Offers, as asked for, must be submitted complete in all respect.

1.3.22 **DECLARATION REGARDING BANNING/DELISTING :** The bidder should give a declaration, as per Annexure-V, that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs. If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

1.3.23 **DEVIATION :** Deviations sought by bidders, whether these are Commercial or Technical deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them on the covering letter or in any other documents than the prescribed schedules may render the bidder itself non-responsive.

1.3.24 **NON-DISCLOSURE/CONFIDENTIALITY :** The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such person (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

1.3.25 Tender submitted with terms and conditions not in line with above, may not be entertained. CMPDI reserves the right to place order in case of successful tenderers as per its own terms and conditions.

1.3.26 Tenderers are requested to go through the complete Tender Documents including Technical details and commercial terms and conditions thoroughly before submitting their offer. In the event the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them. Any deviation in technical details and commercial terms should be specified very distinctly indicating corresponding serial number of NIT (Technical and Commercial).

1.3.27 Tender Documents are not transferable.



1.3.28 The company reserves the right to cancel the whole tendering process at any stage without assigning any reason what so ever.

## 2.0.0 SPECIAL TERMS AND CONDITIONS :

2.1.0 **PRICES** : The prices quoted must be firm throughout delivery and FOR destination.

2.2.0 **VALIDITY OF OFFER** : Offers must remain open for acceptance for six months (180 days) from the due date of opening of the tender.

2.3.0 **PAYMENT** : 100% payment shall be made within 21 days from the date of receipt and acceptance of materials at destination along with the invoice (in Triplicate). Any other payment term is not acceptable.

2.4.0 **DELIVERY** : The material should be delivered within 30 days from the date of placement of supply order. The time for and the date of delivery of stores stipulated in the Supply 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 deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or 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 to initiate action as per Liquidated Damages Clause.

2.5.0 **LIQUIDATED DAMAGE** : In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples 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, Coal India Ltd. and its subsidiary Companies should have 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 Head of the Materials Management Division.
- (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 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 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, Coal India Limited and its Subsidiary Companies 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 tenderer shall pay Coal India Limited and its subsidiary companies on demand in remaining balance. The supplier shall not be entitled any gain on any such purchase.

**2.6.0 RISK PURCHASE :** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, CMPDI has the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CMPDI and also in any other Subsidiary Companies/CIL.

**2.7.0 INSPECTION :** ~~Materials are subject to inspection by inspection authorities to be deputed for the purpose at Consignee's end. It may be carried out before despatch, if required. Even after pre despatch inspection is carried out the materials will be subject to final inspection at site after receipt of materials at site.~~

**2.8.0 REPLACEMENT OF REJECTED MATERIALS :** The rejected materials should be replaced within 15 days from the date of issue of Material Rejection Note. If rejected materials are not replaced within the said period, CMPDI has the right to initiate action as per Liquidated Damages Clause.

**2.9.0 PACKING :** The packing of all the materials quoted shall confirm to the requirements of the carrier.

**2.10.0 GUARANTEE/WARRANTY :** All items should carry 100% replacement warranty against manufacturing defects. The tenderer will stand guarantee for genuineness of the materials supplied by them.

**2.11.0 PERFORMANCE BANK GUARANTEE :** Not required for this tender.

**2.12.0 SAMPLES :** ~~If samples are required for evaluation of tender, tenderer will specifically be asked to submit the sample free of cost. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender.~~

~~If required an advance sample by the successful tenderer may have to be submitted free of cost for approval of indeterminable parameters such as shade/tone, size, make up, feel, finish and workmanship before giving clearance for bulk supply by this office. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender~~

**2.13.0 PRICE FALL CLAUSE :** It will be a condition of the contract that all through the currency of the prices at which the successful tenderer 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 such information to enable this company to amend the order rate.

**2.14.0 EARNEST MONEY DEPOSIT (EMD) :** ~~Earnest Money should be submitted along with Part I of the offer i.e. (Techno commercial Bid) in the form of Bank Draft drawn in favour of "CMPDI, RI IV, Nagpur payable at Nagpur. In case Earnest Money is not submitted along~~



~~with Part I of the tender, the offer shall be outrightly rejected without any reference on this subject. EMD shall be refunded to the unsuccessful tenderers immediately after finalization of the tender. For successful tenderer EMD will be converted to Security Money which will be refunded to the firm within 30 days of the satisfactory execution of the contract. However EMD shall be forfeited in the following circumstances;~~

~~If any tenderer withdraws their offer before finalization of tender.~~

~~If the tenderer fails to submit the order acceptance within 15 days from the date of the order.~~

**2.15.0 SECURITY DEPOSIT :** ~~The successful tenderers will be required to deposit as Security Money 10% of the value of order (FOR destination price including taxes and duties) in the form of Demand Draft drawn in favour of CMPDI, RI-IV, Nagpur, payable at Nagpur / Bank Guarantee of any scheduled / nationalized bank of India (As per enclosed format Annexure VII) within 15 days from the date of issue of Supply Order. If Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of successful execution of the order. Where, Security Deposit is submitted in the form of Bank Guarantee, it should be kept valid for the entire delivery period + Claim period of 3 months (This period would be reckoned from the date of placement of supply order). In case of late delivery, the Bank Guarantee will have to be extended accordingly.~~

- ~~(a) 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.~~
- ~~(b) The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.~~
- ~~(c) State/Central govt. Organisation/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.~~
- ~~(d) No Earnest Money/Security Deposit is required for the procurement value less than Rs. 1,00,000/-~~

*In case the procurement value is less than Rs. 1,00,000/- Security Deposit will not be required to be submitted and EMD will be refunded immediately after placement of order. Please note that no interest will be payable either on Earnest Money Deposit or Security Deposit.*

*Note: However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any indicated in the NSIC registration certificate, the successful tenderer have to furnish the security deposit over such monetary limit.*

**2.16.0 VALIDITY OF RATE CONTRACT :** The Rate Contract shall be valid for period of 1 (one) year from the date of Rate Contract and the offered prices should be kept firm throughout the currency of the Rate Contract.



2.17.0 *CMPDI reserves the right to increase/decrease the quantities against any/all of the tender by not more than 20% (twenty per cent) before opening of price bid.*

2.18.0 *CMPDI reserves the right to cancel the tender in part or whole without assigning any reason.*

2.19.0 *CMPDI is not responsible for non-receipt/delayed receipt of tender documents.*

2.20.0 **JURISDICTION** : All Disputes are subject to Nagpur Court Jurisdiction.

HOD (Environment)  
CMPDI : RI-IV : NAGPUR

*Encl :*

1. *Annexure-I (Schedule of requirement)*
2. *Annexure-II (Price Bid format)*
3. *Annexure-III (Check List showing Technical deviations)*
4. *Annexure-IV (Check List showing deviations from Commercial Terms & Conditions)*
5. *Annexure-V (Declaration regarding banning/delisting)*



## ANNEXURE-I

SCHEDULE OF REQUIREMENT

**CONSIGNEE** : Regional Director, CMPDI, RI-IV, Nagpur.

**DESTINATION** : Environment lab, WCL Indora Complex, near power grid chowk  
CMPDI RI-IV, Nagpur

**DELIVERY** : The Empty cylinder is to be collected from environment lab,  
CMPDI RI-IV, Nagpur and filled gas cylinder is to be supplied  
within 30 days from the date of issue of supply order.

Sl. No.	Description and Specification of Material	Purity*	Capacity (in Ltr)	Projected Frequency** (in nos.)
1	Refilling of Acetylene gas cylinder	99.5%	41	6
2	Refilling of Argon gas cylinder	99.99%	47	3
3	Refilling of Nitrous oxide gas cylinder	99.5%	47	2

\* Purity certificate is to be provided as a proof of purity for all the three gases. (Should be submitted along with the technical bid)

\*\* This is only and indicative quantity the actual quantity may vary depending upon the consumption pattern.

HOD(Environment)  
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## ANNEXURE-II

**PRICE BID FORMAT**

( To be submitted on the letter head of the Tenderer )  
( Submit the Price Bid in Part-II in separate envelope )

**PRICE BID FORMAT**

Item No.	Description of Item	Unit of Measure	Quantity	Basic Unit Price (Rs.)	Discount (if any) (%)	Excise Duty (%)	Sales Tax / VAT (%)	Packing & Forwarding Charges	Freight Charges	Insurance Charges	Octroi (%)	Total Price (Landed Value) Per Unit (Rs.)

*Note : Details of Prices, discount, taxes and duties must be indicated in the Price Bid only.*

**TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER**  
**IN PART-II**

*Signature of Tenderer  
(with seal)*

**ANNEXURE-III****TECHNICAL SPECIFICATIONS OFFERED BY TENDERER AND  
CHECKLIST SHOWING DEVIATIONS FROM THE TECHNICAL SPECIFICATIONS OF NIT**

( To be submitted on the letter head of tenderer alongwith Part-I)

ITEM NO.	DESCRIPTION OF ITEM ( WITH DETAIL SPECIFICATION OFFERED BY TENDERER)	MAKE/BRAND	DEVIATION YES / NO (If yes, give details)

***Important Note :***

(1) *Make/Brand of offered items must be indicated in the technical bid. Details of deviation must be clearly indicated. Deviation sought by the bidder must only be given in the above format. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other document may render the bid itself non-responsive.*

*Signature of Tenderer  
(with seal)*



## ANNEXURE-IV

**COMMERCIAL TERMS & CONDITIONS AND**  
**CHECKLIST SHOWING DEVIANTION FROM COMMERCIAL TERMS & CONDITIONS**  
**( To be submitted alongwith Part-I )**

Refer Clause	Particulars	Indicate Yes / No
(1)	(2)	(3)
ELIGIBILITY	Are you a Manufacturer <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Stockist <input type="checkbox"/>  Put ✓ mark in appropriate box.	
	Have you submitted requisite document for being a Manufacturer / Authorised Agent / Stockist?	
	<b>PAN CARD</b> : Have you submitted Photocopy of PAN card?	
	<b>SALES TAX / VAT REGISTRATION CERTIFICATE</b> : Have you submitted self attested copy of Sales Tax / VAT registration certificate?	
	<b>DECLARATION REGARDING BANNING/DELISTING</b> : Have you submitted requisite declaration regarding banning / delisting in Part-I in line with Clause 1.4 of NIT?	
2.1.0	<b>PRICES</b> : Whether prices quoted are FOR destination as per Clause 2.1.0 of NIT?	
2.2.0	<b>VALIDITY OF OFFER</b> : Is your offer valid for Six months (180 days) from the date of opening of tender in line with Clause 2.2.0?	
2.3.0	<b>PAYMENT TERM</b> : Have you accepted Payment term as per Clause 2.3.0 of NIT?	
2.4.0	<b>DELIVERY</b> : Have you accepted to deliver the material as per the Schedule of Requirement in line with Clause 2.4.0 of NIT?	
2.5.0	<b>LIQUIDATED DAMAGE</b> : Have you accepted Liquidated Damage clause in line with clause 2.5.0 of NIT?	
2.6.0	<b>RISK PURCHASE</b> : Have you accepted Risk Purchase clause in line with clause 2.6.0 of NIT?	
2.8.0	<b>REPLACEMENT OF REJECTED MATERIALS</b> : Have you accepted to replace the rejected materials in line with Clause 2.8.0 of NIT?	
2.9.0	<b>PACKING</b> : Have you accepted the condition of packing in line with Clause 2.9.0 of NIT?	
2.10.0	<b>GUARANTEE/WARRANTY</b> : Have you agreed to the Guarantee/Warranty term in line with Clause 2.10.0 of NIT?	
2.13.0	<b>PRICE FALL CLAUSE</b> : Have you accepted Price Fall Clause in line with Clause 2.13.0 of NIT?	
2.16.0	<b>VALIDITY OF RATE CONTRACT</b> : Have you accepted the validity of Rate Contract in line with Clause 2.16.0 of NIT?	

*Note : Details of deviation, if any, should be indicated separately.*

*Signature of Tenderer  
(with seal)*



**ANNEXURE-V**

**DECLARATION**

*I / We hereby declare that I/ we have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs.*

*Signature of Tenderer  
(with seal)*

***Note : If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.***

**TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER**

**IN PART-I**