

# **TENDER DOCUMENT**

**For**

## **PURCHASE OF PRINTER CARTRIDGES**

**For**

**CMPDI, RI – I, Asansol**



**June, 2017**

**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**



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुबन्गी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी. टी. रोड, आसनसोल-७११३०४  
Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-1, G.T. Road West, Asansol-713304  
CORPORATE IDENTITY NO. U14292JH1975G01001223

Ref. No. : CMPDI/RI-I/S&P/Cartridge/103/17-18/274

Date: 31.05.2017

**NOTICE INVITING TENDER**

Sealed tenders are invited from OEM /authorized dealers/ reputed suppliers for purchase of Printer Cartridges for use at CMPDI RI-I, Asansol.

- a) Estimated Value : **Rs. 82584.00**
- b) Tender Fee in INR : **NIL**
- c) Earnest Money : **NIL**
- e) Date of Commencement of Tender : **1.06.2017 (from 11.00 AM onwards)**
- f) Last date & time for submission of offers : **15.06.2017 up to 03:00 PM**
- g) Due date & time of opening of Offers : **15.06.2017 at 04:00 PM**
- h) Validity Period of Offer : **120 days from the date of opening**
- i) Type of Tender : **Single Part**

**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. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER. HOWEVER, AUTHORISED REPRESENTATIVES MUST PRODUCE A POWER OF ATTORNEY IN THEIR FAVOUR.

Tender document can be obtained from the office of **HOD (S & P)**, CMPDI, RI-1, Asansol from **10.00 AM to 5.00 PM** on all working days from **1.06.2017 to 15.06.2017 (till 01:00 PM)**

Tender documents can also be downloaded from CMPDI'S website [www.cmpdi.co.in](http://www.cmpdi.co.in) & Government website [www.tenders.gov.in](http://www.tenders.gov.in) during the period from **1.06.2017 to 15.06.2017**.

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)**



फोन नम्बर / Phone No. : RD (0341) 225 3504 (Office) , (0341) 225 4133 ( Res.)  
फैक्स नम्बर / Fax No.: (0341) 225-0935, EPABX: (0341) 225 - 2086/2916/2001  
ई-मेल / e-mail: [rdri1\\_cmpdi@coalindi.in](mailto:rdri1_cmpdi@coalindi.in) ; वेबसाइट / Website Address: [www.cmpdi.co.in](http://www.cmpdi.co.in)  
Registered Office: Gondwana Place, Kanke Road, Ranchi - 834031 (Jharkhand)

**INSTRUCTIONS:**

1. Tenderers are advised to go through the Tender Document carefully and submit their offer accordingly complete in all respect with supporting documents, wherever asked for.
2. Tenders are invited from OEM / Authorized Dealers / Reputed Suppliers of the materials only as indicated in the schedule of requirement given in Annexure-I.
3. No deviation from this document is acceptable. The terms of conditions of this NIT are binding on all bidders and no deviation from the same shall be acceptable. Bids which are found in deviation in any form from this document are liable for rejection without any back reference to the tenderers.
4. Tenderer shall furnish their offer in sealed cover addressed to the HOD(S&P). Refer Terms & Conditions (Annexure – II) of this NIT for details regarding the mode of submission of bids.
5. The offers should be dropped in the designated 'TENDER BOX' kept in the Office of HOD(S&P), RI-I, CMPDI, Asansol.
6. Tender must be accompanied by self-attested copies of PAN/VAT Registration Certificate/ and Credentials.

Encl:

- a) Annexure-I (Schedule of Requirement)
- b) Annexure-II (Terms and Conditions)
- c) Annexure-III (Check List)
- d) Annexure-IV (Mandate form for NEFT/RTGS/Fund Transfer)

**SCHEDULE OF REQUIREMENT**

Sl. No.	Name of Printer for which cartridge is required	Type of Cartridge	Make of Cartridge	Model No. of Cartridge	Quantity required
1	HP-M725 MFD	Toner	HP	HP-M725	1
2	Brother HL-5350DN Laserjet printer	Print	Brother	TN-3250	6
3	Samsung Pro Express M3320ND	Print	Samsung	MLT-D203S	6

**Terms & Conditions:****1. Mode & Method of Submission of Tender**

The bidders must submit their offer up to the scheduled time and date and should cover the following –

- a) Commercial Terms & Conditions
- b) Quoted Item-wise Price including applicable taxes and duty. The rates of taxes and duties applicable should be quoted. The offers should indicate rate per unit inclusive of discount, if any, total price and delivery terms. 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 figures shall be considered. The offer should indicate rate per unit, discount, if any, total and delivery terms.

The price should be quoted as per the following format on the letterhead of the bidder duly signed and stamped:

Sl. No.	Item	Qty (Nos.)	Make and Model No.	Unit Base Rate ( ₹ )	Applicable Taxes @ ( ₹ )	Rate inclusive of taxes ( ₹ )	Amount ( ₹ )
1.	Toner Cartridge for HP MFD M 725	1					
2.	Printer Cartridge TN-3250 for Brother HL-5350DN Printer	6					
3.	Printer Cartridge MLT-D203S for Samsung M 3320ND Printer	6					

- c) Bidders may quote for one or all items contained in the Schedule of Requirement (Annexure – 1). However, the quantity of offer for the quoted item(s) should be same as shown in the Schedule of Requirement (Annexure – 1).
- d) Offer should be valid for 120 days from the date of opening of the bid
- e) Checklist showing deviations, if any, from the tender document commercial terms & conditions against each clause as per Annexure- III

**2. The offer shall be accompanied with self – attested and stamped copies of :-**

- a) VAT Registration Certificate
- b) PAN No.

- c) Proof of experience (copy of work order alongwith work completion certificate) of having supplied any or all of the items contained in Schedule of Requirement (Annexure – 1) with average turnover of at least 50% of the estimated value as mentioned on page no. 1 of NIT over the last 3 years

### **3. NOTE**

**a) ALL PAGES OF THE OFFER ALONG WITH THE ENCLOSURES ARE TO BE SUBMITTED DULY SIGNED AND STAMPED.**

**b) TENDERS ERASED, CUT / CROSSED OUT AND OVER WRITTEN WILL BE SUMMARILY REJECTED UNLESS CORRECTION IS AUTHENTICATED WITH THE TENDERER'S SIGNATURE.**

**4. Validity of Offer:** The offers must remain valid for 120 days from the date of opening of offer.

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

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

### **7. 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.
- 8.** The price quoted must be firm and offers must remain open for acceptance for 120 days from the date of opening of the tender.
- 9.** 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.
- 10.** Offers received after the submission time of the due date of the tender shall not be accepted.

#### **11. Delivery:**

Delivery of all ordered items as per supply order is to be made within 30 (Thirty) days of issue of the supply order. The materials are to be delivered to **General Stores of CMPDIL, RI-I, G.T Road, West End, Asansol-713304.**

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.

#### **12. Liquidated Damages**

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

- a) To recover from the successful 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.
- b) 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.
- c) 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.

#### **13. 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 cession of such force majeure conditions. In the event of delay lasting out of force majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CMPDI nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.

**14. Inspection:**

Materials are subject to inspection by an authority to be deputed for the purpose at Consignee's end.

**15. 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. Payment will be made by NEFT/RTGS/Fund Transfer only. Bidders are advised to submit mandate form provided as Annexure – IV along with the bid.

**16. 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.

**17. PRICE FALL CLAUSE**

The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the Bidder sells or offers to sell the Stores / Equipment of identical description to any other Agency, including DGS&D, during the pendency of the Contract / Supply Order. If the successful Bidder at any time during the pendency of the Contract / Supply Order, sells or offers to sell, such stores to any other Agency, including DGS&D, at a price lower than the price stipulated in the Contract / Supply Order placed by CMPDI, the successful Bidder shall forthwith notify to CMPDI such



reduction. The sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

18. 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.

19. **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.**

**20. 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.
- 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 20a above.

21. **Guarantee:** Bidders must indicate the Manufacturer's guarantee for the offered item. The Bidders shall indemnify CMPDI, RI – I, Asansol against any manufacturing defect in any item supplied by them and such defective item shall be replaced with a new item within 7 days of notice.

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

## CHECK LIST

PLEASE SPECIFY THE FOLLOWING:

Q. No.	Requirement as per the NIT	Indicate 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 submitted self – attested copies of a) VAT Registration Certificate? b) PAN No.? c) Proof of experience (copy of work order alongwith work completion certificate) of having supplied any or all of the items contained in Schedule of Requirement (Annexure – 1) with average turnover of at least 50% of the estimated value as mentioned on page no. 1 of NIT over the last 3 years?	
3	All pages of the bid document duly signed and stamped as per clause 3?	
4	Is the offer valid for 120 days from the date of opening of tenders as per clause 4?	
5	Have you quoted FOR Destination / FOB price(s) as per clause 1 (b)?	
6	Have you quoted the price as per the given format in clause 1 (b)?	
9	Do you accept terms of delivery as per clause 11?	
10	Have you accepted Liquidated Damages & Force majeure clause as per clauses 12 & 13?	
11	Do you accept Inspection terms as per clause 14?	
12	Do you accept Payment terms as per clause 15?	
13	Do you accept Price fall clause as per clause 17?	
14	Do you accept Penalty terms as per clause 20?	
15	Do you accept Guarantee terms as per clause 21?	
16	Have you accepted Jurisdiction as per clause 22?	
17	Does the item match the schedule of requirement as per Annexure – 1?	

## MANDATE FORM

To,  
Central Mine Planning & Design Institute Ltd.  
Regional Institute –I, G.T.Road (W),  
Asansol- 713304

Ref:- Authorization of all our payment through electronic fund transfer system /RTGS /CBS / Intra Bank transfer

We hereby authorize CMPDI Limited to make all our payments against our bills, Refund of earnest Money Deposit and Security Deposit, through Electronic Fund Transfer System /RTGS/CBS/Intra Bank Transfer.

The details for facilitating the payments are given below.

**(TO BE FILLED IN CAPITAL LETTERS)**

1. Name of the Beneficiary: \_\_\_\_\_

2. Address: \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ PIN CODE \_\_\_\_\_

E-mail ID \_\_\_\_\_

Telephone No. (With STD Code) \_\_\_\_\_

Mobile No. \_\_\_\_\_

## 3. Bank Particulars

Bank Name	Branch Name		
	Bank Branch Code		
Branch Address	..... .....PIN CODE ..... Telephone No. (with STD Code)..... FAX NO. (With STD Code).....		
9 digit MICR Code of the BANK Branch (Enclosed copy of a cancelled cheque)			
11 digit IFSC Code of beneficiary Branch			
Bank Account Number			
Bank Account Type (Tick One)	1. Saving    2. Current    3. Loan    4. Cash Credit 5. Others (If other ,specify)		
Permanent account number (PAN)			

Signature of the Tenderer with Seal

6. CMPDI Vendor Code:

I/We hereby declare that the particulars given above are correct and complete .If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information. I/We would not hold the Company responsible. We also agree to bear the bank charges, If any for enabling such transfer.

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name..... Date.....

**BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank account No.....

With our branch and the bank particulars mentioned above are correct.

SIGNATURE.....

(AUTHORIZED SIGNATORY)

Name.....

Date...