



TENDER DOCUMENT

Ref: CMPDI/RI-VII/Pur/17-18/1489

Dated: 25/09/2017

I	Sealed Offers are invited for the Supply and Installation of 04 nos of 2Tonne Split AC as per the SCHEDULE OF REQUIREMENT (Ref: ANNEXURE – I) and terms & conditions given below.	
II	DETAILS OF TENDER :	
a	TYPE OF TENDER	Open Tender
b	ESTIMATED VALUE OF TENDER	₹ 189200.00
c	EARNEST MONEY DEPOSIT (EMD) :	₹ 3784.00
d	ISSUE OF TENDER DOCUMENT BEGINS	On 27/09/2017 at 11:00 AM
e	ISSUE OF TENDER DOCUMENT CLOSES	On 16/10/2017 at 04:00 PM
f	DUE DATE & TIME OF SUBMISSION OF TENDER	On 17/10/2017 up to 02:00 P.M
g	DUE DATE & TIME OF OPENING OF TENDER	On 17/10/2017 at 04:00 P.M
h	COST OF TENDER DOCUMENT	-NIL-

TERMS & CONDITIONS

I. MODE & METHOD OF SUBMISSION OF TENDER: -

The offer should be submitted in a sealed cover addressed to “The OIC (Purchase)” mentioning QUOTATION FOR ‘2TR Split AC ‘ on top of the envelope super scribed with the tender reference number & date and shall be dropped on or before **17/10/2017 up to 02:00 P.M** in the tender box located at 3rd Floor, North side, E&M Department of this office.

IMPORTANT NOTE :-

Bidders are requested to submit the offer complete in all respects as per the tender document along with supporting documents, failing which the offer may not be considered.

All pages of the offer, including enclosures, should be signed and stamped without which the offer shall be rejected.

II. COMMERCIAL TERMS AND CONDITIONS:

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

- 1) The tenderers shall quote as per the specifications given in the Schedule of Requirement as per Annexure-I.
- 2) **EARNEST MONEY DEPOSIT [EMD]:**
 - a. **EARNEST MONEY DEPOSIT (EMD):** The value of Earnest Money to be deposited by the Bidder is **Rs. 3784.00/- (Rupees Three Thousand Seven Hundred Eighty Four only).** EMD should be submitted in the form of Demand draft drawn in favour of **CMPDI Ltd, Regional Institute, Bhubaneswar.**
 - b. For the unsuccessful Bidder, the Earnest Money shall be refunded immediately after finalization of tender. However, the EMD shall be forfeited if the Bidder withdraws the offer before finalization of the tender. For successful Bidders, the EMD shall be refunded after receipt of order acceptance and Security Deposit from the Bidder.

Offers submitted without requisite EMD will be considered as unresponsive if the Bidders are otherwise not eligible for exemption. Such offers are liable to be rejected without any further reference



c. EXEMPTION FROM EMD/SECURITY DEPOSIT: (Documentary evidence towards eligibility for exemption should be submitted).

- i. Submission of EMD and Security Deposit is exempted in case of the following: Central / State Government Organization / PSU.
- ii. Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration submitted by the Bidders should be self-attested and duly notarized.
- iii. Firms registered under MSME Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only. Copy of MSME registration submitted by the Bidders should be self-attested and duly notarized.

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. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful Bidder shall have to furnish the Security Deposit over and above such monetary limit.

3.) SECURITY DEPOSIT:

The successful Bidder will be required to deposit as security money 10% value of the order [Total value of the order will be arrived at as per Clause 4 (a) & (b)], without any ceiling in the form of Demand Draft (in favour of **CMPDI Ltd, Regional Institute, Bhubaneswar**)/Bank Guarantee, within 15 days from the date of receipt of the supply order. In cases where Security Deposit is submitted in the form of Bank Guarantee (BG), it should remain valid for the entire delivery period plus a claim period of 2 months. In case of late delivery, the Bank Guarantee will have to be extended accordingly. The BG issued by outstation bank shall be operative at its local branch at Bhubaneswar.

If the Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of receipt and acceptance of the material. Bank Guarantee will be returned after completion of the claim period.

In case the Bidder fails to deposit Security Deposit within the stipulated period, the order shall be cancelled and EMD deposited against the particular tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the Bidder and their performance shall be kept in record for future dealings. The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.

4.) PERFORMANCE BANK GUARANTEE: In case of equipment/P&M, the successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order, equivalent to 10% of the total value of the supply order. Such Bank Guarantee should be submitted within 15 days from the date of receipt of the supply order and should remain valid for the entire warranty period plus a claim period of 3 months. The Bank Guarantee will have to be extended, if required.

In cases where both Security Deposit and Performance Guarantee is applicable, the Bidder can submit a single Bank Guarantee towards Security Deposit and Performance Guarantee. In such a case, the Bank Guarantee should cover the entire delivery period, Warranty/Guarantee period, etc as applicable and a claim period of 3 months after end of the warranty period. ***The Bank Guarantee should be submitted within 15 days from the date of receipt of supply order.*** In case of late delivery, the Bank Guarantee will have to be extended accordingly.

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

- 5) The rates quoted should be firm, inclusive GST and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for two months.
- 6) Firm delivery period should be specified and it should not be more than **30 days** from the date of supply order.
- 7) The tenderer have to mention the **Make & Model** of the offered items along with their offer.



cmpdi
A Mini Ratna Company

- 8) The tender shall be opened on **17/10/2017 at 04:00 P.M** in 3rd Floor, North side, E&M Department., CMPDI, RI-VII, Bhubaneswar. [If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working date]
- 9) Installation of AC (indoor unit, outdoor unit, connecting copper pipes etc) shall be done by the supplier. The outdoor unit should be mounted on the outer wall with proper support system.
- 10) **Guarantee/warranty:** Items given in Schedule of Requirement (Refer Annexure-I) should be Guaranteed / Warranted as per the manufacturer policy and it should not be less than one year on AC as a whole & 05 years on compressor. A certificate to this effect shall be submitted at the time of supply. Guarantee/ Warranty should be clearly specified in your offer.
- 11) The materials have to be delivered at CMPDI Store, RI-VII, Plot No. E/4, Samantapuri, Near Mahatma Gandhi Park, PO: RRL, Bhubaneswar-751013, Odisha.
- 12) Liquidated Damage: As per **Annexure-II**.
- 13) Payment shall be made within 21 days of receipt of the material subject to satisfactory inspection report.
- 14) The tenderer is required to submit GST Identification number/GSTIN certificate.
- 15) Any legal issue arising out of the above tender is subject to the court of Bhubaneswar only.
- 16) The company reserves the right to reject any or all the quotations without assigning any reason thereof.

संलग्न : 1) Annexure – I (SCHEDULE OF REQUIREMENT)

- 2) Annexure – II (Liquidated damages & Price fall clause)
- 3) Annexure – III (Format for bidder in case tender document is downloaded from Website)
- 4) Annexure – IV (Bank Guarantee Format)

भवदीय.

-sd-

प्रभारी अधिकारी (क्रय)

पतिलिपि-

1. Chairman Purchase Committee, CMPDI, RI-VII, Bhubaneswar.
2. HOD (Environment), CMPDI, RI-VII, Bhubaneswar.
3. HOD (Geomatics), CMPDI, RI-VII, Bhubaneswar
4. Dy.Manager (Finance), CMPDI, RI-VII, Bhubaneswar.



cmpdi
A Mini Ratna Company

ANNEXURE - I

SCHEDULE OF REQUIREMENT

Sl. No	Item Description	Make & Model	Quantity (Nos) (a)	Unit price in Rs. (b)	GST per unit in Rs. (c)	Unit price inclusive of GST (e)= (b+c)	Total Amount inclusive of GST Rs. (a) X (e)
1	<p>2TR. Split AC (Including indoor & outdoor unit, connecting pipes etc.)</p> <p><i>With following Specifications :</i></p> <ol style="list-style-type: none"> 1. Capacity : 2 (two) Tonnes 2. Control : Remote 3. Power Supply: 230 volts, 50 HZ, Single phase. 4. Star rating : minimum 3star 5. Compressor : Rotary type 6. Display : LED 7. Refrigerant : Should be Zero Ozone Depletion Potential (Ex: R-410 A type or equivalent) 8. Outdoor unit should be mounted on the wall with proper support system (brackets) 		04				



cmpdi
A Mini Ratna Company

LIQUIDATED DAMAGE

The time for and the date of delivery of the stores stipulated in the Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

1. In the event of failure to deliver/dispatch the stores within the stipulated delivery date/period in accordance with the sample and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the CMPDI should have the right:
 - a) To recover from the successful tenderer as agreed liquidated damages a sum not less than half percent (½ %) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to ten percent (10%). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Material Management Department.
 - b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply; Or-
 - c) To Cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also
 - d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty if imposed shall not be more than the agreed liquidated damages referred to in Clause (a) above, except in cases referred to in Clause-2 below.
 - e) To forfeit the security deposit full or in part:
 - f) Whenever under this contract a sum of money is recoverable from and payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
2. If the execution of the supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or fire, or blockade, flood, acts of nature or any other contingencies beyond the supplier's control, due to act of god than CMPDI may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and his decision shall be final. If and when an additional time is granted by the CMPDI, the supply order shall be read or understood as if it had contained from the inspection of the delivery date as extended.

PRICE FALL CLAUSE

The price charged for the stores/equipment supplied against the order shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores/ Equipment of identical description to its any other customer during the Supply order. If the successful tenderer at any time during the supply order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the supply order placed by CMPDI, the successful tenderer shall forthwith notify to CMPDI such reduction in sale price of stores/equipment supplied after such reduction coming into force shall stand correspondingly reduced.

Annexure-II



cmpdi
A Mini Ratna Company

सेन्ट्रल मार्ईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Plot No: E-4, Near Gandhi Park, Samantapur, PO: RRL, Bhubaneswar 751013 (Orissa)
CORPORATE IDENTITY NUMBER - U14292JH1975G01001223

ANNEXURE-III

Format

(Certificate to be furnished by the Bidder in case the tender document is downloaded from Website.)

CERTIFICATE

(only for Tenderer using downloaded tender document from Website)

I/We.....undertake that the Tender submitted by us is downloaded from Website (<http://www.cmpdi.co.in> or <http://www.tenders.gov.in>) and is same in content and form (verbatim), and any deviation, if detected, at any stage, would entitle CMPDI to reject our bid/offer without assigning any reason or recourse to any penal action, and would be legally binding on us.

Signature of Tenderer

Seal.....



फोननम्बर/Phone No. : +91 674 2301271

फैक्सनम्बर/Fax No. : +91 674 2301762

ई-मेल/E-mail: rdri7.cmpdi@coalindia.in

वेबसाइट/Website: www.cmpdi.co.in

Regd.Office : Gondwana Place, Kanke Road, Ranchi-834031 (JHARKHAND)



cmpdi
A Mini Ratna Company

सेन्ट्रल मार्इन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड

ଓঠামুন্ডা - ৭, আৰু আৰু কে. কে. পাইকার জায়গী, যাইলালাইকা, কাজু পাইকার, কোচ্চি, কেরালা, ৭৫১০১৩

Central Mine Planning & Design Institute Limited

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)

Regional Institute VII, Plot No: E-4, Near Gandhi Park, Samantapur, PO: RRL, Bhubaneswar 751013 (Orissa)

CORPORATE IDENTITY NUMBER - U14292JH1975G01001223

ANNEXURE - IV

Bank Guarantee Format

Messers a Company having its office at (hereinafter called the Seller) has entered into a Contract No. CMPDI/..... dated(hereinafter called the said Contract) with Central Mine Planning and Design Institute Limited (hereinafter called the Purchaser) to supply Equipment/Plant/Machinery on the terms and conditions contained in the said Contract. It has been agreed that hundred per cent (100%) payment of the value of the Equipment/Plant/Machinery will be made to the Seller in terms of the said contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum 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 of any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We Bank Limited, further agree that the guarantee herein contained shall come in to force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date to be 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 reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agree that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr., Manager, who has signed it on behalf of the Bank has authority to do so.

7. The Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

Dated :day of200..

for..... Bank Limited.

Signature of the authorized person

For and on behalf of the Bank



फोननम्बर/Phone No. : +91 674 2301271

ফোননম্বর/Fax No. : +91 674 2301762

ই-মেইল/E-mail: rdri7.cmpdi@coalindia.in

ওেবসাইট/Website: www.cmpdi.co.in

Regd.Office : Gondwana Place, Kanke Road, Ranchi-834031 (JHARKHAND)