

**TENDER DOCUMENT  
FOR  
Annual Maintenance Contract for  
Respirable Dust Sampler (RDS) and  
Fine Dust Sampler (FDS) machines  
Installed at CMPDI, RI-I, Asansol**



**February, 2019**

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



CMPDI/RI-I/Env./AMC/185

Date 02.02.2019

**NOTICE INVITING TENDER**

Sealed tenders are invited from reputed organisations for Annual Maintenance Contract of Respirable Dust Sampler (RDS) and Fine Dust Sampler (FDS) machines at CMPDI, RI-I, Asansol as per TERMS & CONDITIONS given below:

- a) Estimated Amount : **Rs 148680.00**
- b) Tender Fee in INR : **Rs.100/- (Rupees one hundred only)**  
 (Non-refundable / Non - transferable)
- c) Earnest Money : **Rs 1858.50**
- d) Date of Commencement of sale of Tender Documents : **04.02.2019 (10.30 AM onwards)**
- e) Last date of sale of Tender Documents : **19.02.2019 up to 1.00 PM.**
- f) Last date & time for submission of offers : **19.02.2019 up to 03:00 PM.**
- g) Due date & time of opening of Offers : **19.02.2019 at 04.00 PM**
- h) Due date & time of opening of Price Bid : Will be communicated to the techno-commercially acceptable bidders separately.
- i) Validity Period : Two months from the date of acceptance of offer

Type of Tender : **Two Bids**

**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. **BIDS NOT ACCOMPANIED WITH REQUIRED TENDER FEE AND EMD WILL NOT BE CONSIDERED UNLESS EXEMPTION HAS BEEN GRANTED BY GOVT.**
3. **THIS IS NOT AN ITEM RATE CONTRACT. BIDDERS MUST BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR BOTH RESPIRABLE DUST SAMPLER (RDS) AND FINE DUST SAMPLER (FDS) MACHINES. L1 WILL BE DECIDED ON THE TOTAL AMOUNT.**
4. **BIDDERS 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 (Env.), CMPDI, RI-1, Asansol during **10.30 AM to 4.00 PM** on all working days from **04.02.2019 to 19.02.2019** on remittance of tender fee (**Nonrefundable / Non transferrable**) either by crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / 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 payment.

EMD will be accepted only in the form of crossed DD drawn in favour of "CMPDI Ltd., Regional Institute, Asansol" on any Nationalized / Scheduled Bank payable at Asansol preferably on "State Bank of India"

**If any State / Central Govt. Organization / PSU and valid DGS&D / NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD / SD, they may be considered for exemption from payment of EMD / SD.**

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 **04.02.2019 to 19.02.2019**. In case of tender document obtained by downloading from Website, tender fee 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 (Env.)

#### INSTRUCTIONS:

- I. Please go through the Tender Document carefully and submit your offer accordingly complete in all respect with supporting documents, wherever asked for.
- II. Any order resulting from this enquiry shall be governed by the terms & conditions of the tender document and the work order.
- III. Where counter terms and conditions have been offered by the service provider, the service shall not be governed by them unless specific acceptance has been given in writing in the work order by the purchaser. **NO DEVIATIONS TO THE TERMS & CONDITIONS ARE ALLOWED.**
- IV. The Company has the right to cancel the bid or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.

**ANNEXURE:- I**

**LETTER OF BID**

To,  
HOD (Env.),  
Central Mine Planning & Design Institute Ltd.,  
RI-I, Asansol.  
West Bengal-713304

**Sub. :** Letter of Bid for the work “-----”

**Ref. :** NIT No.: “-----”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL.

Until a formal agreement is prepared and executed, this bid and your subsequent Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, Regional Institute-I, Asansol.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of Work Order and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute Ltd, Regional Institute-I, Asansol shall, without prejudice to any other right or remedy, be at liberty to cancel the Work Order/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

**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**

Will contain all documents in compliance of Techno-Commercial terms & conditions except **PRICE**.

**A. Application Fee & Earnest Money Deposit (EMD)**

**Application Fee** should be either in the form of Bank Draft or cash receipt from CMPDI, RI-I, Asansol. **EMD** should be in the form of Bank Draft only. Bank Draft should be drawn in favour of CMPDI LTD., Regional Institute-I, Asansol on any scheduled bank payable at Asansol preferably on “State Bank of India”.

Application fee / Earnest Money should be deposited in separate envelope super scribbling ‘Application fee’ and ‘Earnest Money Deposit’. A single bank draft may be drawn for payment of Application fee & EMD together (for downloaded tender documents).

**If any State / Central Govt. Organization / PSU and valid DGS&D / NSIC / MSME registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of Earnest Money Deposit (EMD) / Security Deposit (SD), they may be considered for exemption from payment of EMD / SD.**

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 immediately after finalization and award of the tender.

For successful bidder EMD will be converted to Security Money which will be refunded to the firm on certification after completion of Service Provider’s guarantee period or one year, whichever is later from the date of issue of work order by CMPDI, RI – I, Asansol. The deposits like Earnest Money will not carry any interest during its period of retention.

**THE DEPOSITS LIKE EARNEST MONEY MAY BE FORFEITED:-**

- a) If any bidder withdraws his/her offer after tender opening during the period of tender validity.
- b) If the bidder fails to execute the work order job after acceptance of order within the specified time limit or does not fulfill any of the terms & conditions.

The offer shall be rejected if any tampering in the tender document is found to be done at the time of opening the offer.

**B. All Confirmatory documents in support of commercial terms as per clause 3 of NIT.**

## **PART- II**

**C.** 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. Price bids are to be submitted in separate envelope clearly super-scribed "**Part - II (Price Bid) – Not to be opened on 19.02.2019**" and name and reference no. of this NIT. The price bid must be type-written on the bidder's own letterhead with all columns duly filled in the format provided in Annexure – III of this NIT.

**ENVELOPE NO. 1** (PART-I) containing techno-commercial bid, **ENVELOPE NO. 2** (PART-II) containing price bid, **ENVELOPE NO. 3** containing Application Fee and EMD should be properly sealed and should also indicate the heading i.e. **PART-I, TECHNO-COMMERCIAL BID, PART – II, PRICE BID and APPLICATION FEE & EMD**. All the three envelopes should be inserted in a bigger envelope which should also be sealed. All the four envelopes must be super-scribed with "**Annual Maintenance Contract of Respirable Dust Sampler (RDS) and Fine Dust Sampler (FDS) machines at CMPDIL, RI-I, Asansol**", the Tender No. and Date & Time of Opening (except Envelope 2). The bid should reach to the office of **HOD (Env.), CMPDIL, RI-I, Asansol-713304, West Bengal**.

**IF BIDDER DISCLOSES HIS PRICE IN THE TECHNO-COMMERCIAL BID (PART - I), THE OFFER WILL BE RESEALED AND WILL BE TREATED AS INVALID OFFER BY THE TENDER COMMITTEE.**

### **2. Commercial terms**

#### **A. Eligibility:**

##### **a) Work Experience:**

The Intending bidder must have in its name experience of having successfully completed similar works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following:-

- i. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

- ii. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

- iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7(seven) years period. For work experience bidders required to submit copy of the Work Order along with Satisfactory Work Completion Certificate issued by the employer against the Experience of similar works.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.

**b) Working Capital**

Working capital should be at least 20% of the estimated cost put to tender. In respect of the above eligibility criteria the bidders are required to furnish the following information:

- i) Certificate from CA dated within 3 months of the date of opening of the tender regarding availability of the working capital. The amount certified must be within 3 months of the date of opening of the tender.
- ii. Name of the Chartered Accountant.
- iii. Membership Number of the CA.

**B. WORK ORDER PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND MSEs :**

- a) Work order Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA guidelines, issued from time to time.
- b) Micro & Small Enterprises – Preference will be applicable to the Micro & Small Enterprises, as under, as per provision of “Public Procurement Policy for Micro and Small (MSEs) Order, 2012” and the Govt. of India guidelines issued from time to time : -  
“MSEs quoting price within price band of L1+15 percent shall be allowed to execute a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non MSEs. Out of the said 20%, 4% is earmarked for MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) entrepreneurs”.  
The service provider should confirm their MSME Registration for the tendered item(s) alongwith the name of the Registering Authority and also attach a duly Notarized copy of the complete set of valid registration certificate with their offer.
- c) NB: The above mentioned work preference will not be applicable for the services, which are not covered under MSME registration.

All bidders shall submit an undertaking on their letterhead for not having been blacklisted by any firm at any time till date for any reason, whatsoever, in the format provided at ANNEXURE – VI.

**C. Goods and Service Tax (GST):** CMPDIL, RI-I, Asansol have GSTIN No- **19AAACC7475N1Z1** having address - CMPDI LTD., REGIONAL INSTITUTE-I, G.T. ROAD (WEST), ASANSOL- 713304 (West Bengal).

**Details of GST Registration of the bidders (to be given by Bidders in format below on their letterhead)**

Name of Bidder as per GSTIN Information	GSTIN No of Bidder	STATE in which is Registered	Type of Registration ( Regular/ Composition scheme/ Exempted From Registration) <b>(To be clearly mentioned by Bidder)</b>

The bids must include the following information:

- a) **Copy of GST Registration certificate towards GST duly self-attested, if applicable**
- b) **Copy of exemption certificate towards GST/SGST/IGST duly self-attested, if applicable.**

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If bidder is exempted from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakhs then bidder has to submit the copy of Notification along supporting documents which prove that turnover of their business is less than 20 Lakhs and certificate from practicing Chartered Accountant having certificate of Practice and valid membership number of ICAI that Aggregate turnover from all business is less than 20 Lakh, hence he is exempted from Registration under GST Act, 2017.

**c)** If bidder is eligible for charging lower than the normal rate is applicable (**where Bidder has opted Composition Scheme**), then bidder has to submit the authentic documents for such.

**d)** The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.

**e)** In case of COMPOSITION TAX, the service provider is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the service provider that "composition taxable person not eligible collect tax on services" The service provider shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.

**f)** The service provider shall also comply the provisions of GST including "Anti Profiteering clause" of GST.

**g)** The bidder shall indicate their GST Reg. No and should submit GST Reg. Certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-1, Asansol.

**h)** The tax invoice raised by the service provider against the services provided must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of services to CMPDI Ltd within the state of West Bengal.

Service provider shall ensure timely submission of correct invoice(s) as per GST rules/ regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Services with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier of services.

**i)** In case the tendered work is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount.

However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price.

In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.

**j) TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of goods or services.

**k) E-way Bill:** The e-way bill, if any, required in connection with supply of services shall be arranged by the supplier.

**D. Permanent Account Number (PAN):** Bids must contain self-attested and stamped copy of valid PAN card.

**E. Security Deposit:**

Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

Performance Security should be 5% of contract amount and should be submitted within 28 days of issuance of work order to the successful bidder in any of the form Demand Draft drawn in favour of "CMPDI, RI –I, Asansol" on any Scheduled Bank payable at its Branch at Asansol.

All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

In case of Maintenance contracts, that ends with successful completion of work, the performance security and retention money (second part of bid security) will be released simultaneously after completion of work.

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.

The Security Deposit will be forfeited in case of unsatisfactory performance and /or contractual failure.

**F. Legal Status of the bidder:**

Bidder are required to submit any one of the following documents in support of their legal status:

- a) Affidavit or any other document to prove proprietorship/ Individual status of the bidder.
- b) Partnership deed containing name of partners.
- c) Memorandum & Article of Association with certificate of incorporation containing name of bidder.
- d) Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner.

**G. Subletting of work:**

No subletting of work by the contractor is permissible under any circumstances.

**H. Additional Performance security:**

Additional performance security shall be applicable if the bid price is below 85% of the estimated cost.

The amount of such additional performance security shall be the difference between 85% of the estimated cost and the quoted price.

Additional performance security shall be furnished by bidder along with normal performance security.

Failure to submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

**3. Confirmatory documents:**

All the confirmatory documents as enlisted in the NIT in support of information furnished by the bidder are to be submitted along with the bid. The following documents will be submitted by the bidder while submitting bid under Part-I:

- a) Letter of Bid (LoB) on the bidder's letter head, in prescribed format (Annexure - I).
- b) Details of Earnest Money Deposit and Tender fee or valid exemption certificate as per clause 1 A of terms and conditions of NIT.
- c) Bidders are required to submit the copy of the work order in support of their eligibility for work experience as per clause 2 A a) of terms and conditions of NIT.
- d) Certificate from CA dated within 3 months of the date of opening of tender for working capital as per clause 2 A b) of terms and conditions of NIT.
- e) Copy of GST Registration certificate towards GST duly self-attested or copy of exemption certificate towards GST/SGST/IGST duly self-attested as per clause 2 C of terms and conditions of NIT.
- f) Bidders are required to submit copy of Permanent Account Number (PAN) card as per clause 2 D of terms and conditions of NIT.
- g) Bidders are required to submit copy of valid document to prove their legal status as per clause 2 F of commercial terms and conditions.
- h) Details of additional performance security, if applicable as per clause 2 H of terms and conditions of NIT.
- i) Bank guarantee, if applicable as per Annexure-IV of NIT.
- j) Copy of e-Mandate form duly filled in as per Performa for Electronic Fund Transfer as per Annexure-V of NIT.
- k) Undertaking regarding not blacklisting by any Govt./PSU/Private organization as per Annexure-VI.
- l) Price list of all spares/parts of machines from original equipment manufacturer (OEM) as per clause 9 of NIT.
- m) Checklist as per Annexure – VII.

**4. Note:**

- a) All pages of the offer along with the enclosures are to be submitted duly signed and stamped.
- b) Tender document with erased, cutting and over written content will be summarily rejected unless correction is authenticated with the tenderer's signature.
- c) The tenderers shall quote to the descriptions of work given.

**5. Validity of Offer:** The offers must remain valid throughout the tendering stage and then for 365 days from the date of issue of Work order / AMC.

**6. Consignee:** Regional Director, CMPDIL, RI-I, G.T. Road West End, Asansol, West Bengal-713304.

**7. Paying Authority:** HOD (F), CMPDIL, RI-I, RI-I, G.T. Road West End, Asansol, West Bengal-713304.

**8. Price:** To be quoted on bidder's letterhead as per format provided in Part – II. The quoted rates must be inclusive of all other charges like transportation, lodging, fooding, etc of technicians during their periodic visits. The rates 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 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.

The price quoted must be firm and offers must remain open for acceptance for 6 (six) months from the due date of opening of the tender.

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.

**9. Price list of Spares/Parts:** Bidders are required to submit latest price list of all spares/parts of Respirable Dust Sampler (RDS) Machine, Make: Spectro Analytical Labs Limited, Model: SLE-FPS-103 and Fine Dust Sampler Machine (FDS), Make: Spectro Analytical Labs Limited, Model: SLE-FPS-105. from Original Equipment Manufacturer (OEM).

**10. Schedule of bid submission:** Offers received after the submission time of the due date of the tender shall not be accepted.

**11. Job Description:**

The job of annual maintenance of 4 (four) nos. of Respirable Dust Sampler (RDS) machines, Make: Spectro Analytical Labs Limited, Model: Spectro/SLE-FPS-103 and 8(eight) nos. of Fine Dust Sampler (FDS) machines Make: Spectro Analytical Labs Limited, Model: Spectro/SLE-FPS-103 is to be carried out quarterly at Environment Laboratory, CMPDI, RI – I, G.T. Road, West End, Asansol-713304.

The price of spares/parts required for repair and maintenance of machines should as per latest price list of original equipment manufacturer (OEM). Bill should be raised quarterly after completion of quarterly maintenance. Payment shall be released quarterly on completion of maintenance job.

**12. 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 AMC 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/Work Order, the Contract/Work 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.

**13. Payment Term:**

All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Payment will be made after satisfactory completion of the work and on production of bill in triplicateduly pre-receipted along with Challan in duplicate. **The payment shall be made by e-payment (RTGS/NEFT). Bidders are advised to submit duly filled up ECS mandate form given along with this NIT (Annexure – V).**

**14. Price Variation Clause**

The spares/parts, if required for repair and maintenance work are to be supplied at fixed rate 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.

**15. Price Fall Clause**

The prices charged for the spares/parts supplied for repair and maintenance work shall in no event exceed the lowest price of supplied spares/parts 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 spares/parts supplied after the date coming into force of such reduction or sell shall stand correspondingly reduced.

16. 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.
17. **CMPDI, RI-I reserves the right to accept or reject fully or partly 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.**
18. Job of maintenance and repair is to be carried out at user's end on quarterly basis in general shift of CMPDI's working hours on weekdays only.
19. **ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.**

**ANNEXURE - III****PART – II****FORMAT FOR PRICE BID****(To be submitted on Bidder's own letterhead)**

Sl. No	Description of machines	Quantity (Nos)	Job Description	Cost of 1 (one) year AMC (Exclusive of GST) (₹)	Rate of CGST/SG/SGST /IGST/Cess in (% and ₹)	Net Cost Inclusive of GST (₹)	Amount (₹)
1.	Respirable Dust Sampler Machine. Make: Spectro Analytical Labs Limited. Model: SLE-FPS-103.	4 (four)	1 (one) year Annual Maintenance Contract (AMC) of all machines on quarterly basis. Spares/parts required, if any for maintenance work are to be supplied by service provider. The cost of spares/parts required may be charged separately as per latest price list of OEM. The quoted rates must be inclusive of all other charges like transportation, lodging, fooding, etc of technicians during their periodic visits.				In figures & in words
2.	Fine Dust Sampler Machine. Make: Spectro Analytical Labs Limited. Model: SLE-FPS-105.	8 (eight)					

**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.**

**Annexure- V****MANDATE FORM**

To,  
Central Mine Planning & Design Institute Ltd.,  
Regional Institute-1, 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		
Permanent account number (PAN)	5. Others (If other ,specify)		

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.....

**ANNEXURE:- VI**

**UNDERTAKING**

**(To be type written on bidder's letter head)**

I/We undertake that my/our firm named..... has not been blacklisted by any Govt./PSU/private entity till date.

If at any stage , it is found that there has been any suppression of information in this regard, CMPDI will be at liberty to take any action as deem fit.

Date.....

Place.....

Name of Authorised Signatory  
with seal.

**ANNEXURE:- VII**

**CHECK LIST**

PLEASE SPECIFY THE FOLLOWING:

<b>Q. No.</b>	<b>LIST OF QUESTIONS</b>	<b>Indicate in Yes / No below</b>
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 Letter of Bid (LoB) on the bidder's letter head, in prescribed format as per Annexure- I of NIT?	
3	Have you submitted Tender Fee and Earnest Money Deposit in line with clause 1 A of the Terms & Conditions of NIT? If no, have you made claim for exemption from payment of Tender Fee and Earnest Money Deposit and submitted relevant and valid certificates regarding the same?	
4	Have you submitted the copy of the work order in support of your eligibility for work experience as per clause 2 A a) of terms and conditions of NIT?	
5	Have you accepted working capital clause as per clause 2 A b) of terms and conditions of NIT?	
6	Have you submitted copy of GST Registration certificate towards GST duly self-attested or copy of exemption certificate towards GST/SGST/IGST duly self-attested as per clause 2 C of terms and conditions of NIT?	
7	Have you submitted copy of Permanent Account Number (PAN) card as per clause 2 D of terms and conditions of NIT?	
8	Have you submitted copy of valid document to prove your legal status as per clause 2 F of commercial terms and conditions of NIT?	
9	Have you submitted details of additional performance security, if applicable as per clause 2 H of terms and conditions of NIT?	
10	Have you submitted Bank guarantee, if applicable as per Annexure-IV of NIT?	
11	Have you submitted copy of e-Mandate form duly filled in as per Performa for Electronic Fund Transfer as per Annexure-V of NIT?	
12	Have you submitted undertaking regarding not blacklisting by any Govt./PSU/Private organization as per Annexure-VI?	
13	Have you submitted price list of all spares/parts of machines from original equipment manufacturer (OEM) as per clause 9 of NIT.	
9.	Have you accepted Security deposit terms, clause 2 E of Terms & Conditions of NIT?	

10.	Have you accepted Force majeure clause in line with clause 12 of Terms & Conditions of NIT?	
12	Have you accepted Price Variation clause in line with clause 14 of Terms & Conditions of NIT?	
13	Have you accepted Price fall clause in line with clause 15 of Terms & Conditions of NIT?	
14	<b>Indicate the List of enclosures with the Offer</b>	