

TENDER DOCUMENT
FOR
Repair of Fine Dust Sampler (FDS)
machines
Installed at CMPDI, RI-I, Asansol



August, 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
A Mini Ratna Company



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुपंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्रेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292TH1975601001223
दोत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४
Regional Institute-1, West End, G.T. Road, Asansol-713304

CMPDI/RI-I/2019-20/Env. Lab./FDS/93

Date: 24.08.2019

NOTICE INVITING TENDER

Sealed tenders are invited from reputed repairers for repair of 8 (eight) nos. of Fine Dust Sampler (FDS) machines, Make: Spectro Analytical Labs Limited, Model no.: Spectro/SLE-FPS-105, at Environment laboratory, CMPDI, RI-I, Asansol as per TERMS & CONDITIONS given below:

- | | |
|---|-------------------------------------|
| a) Estimated Amount | : Rs. 71744.00 |
| b) Tender Fee in INR | : Nil |
| c) Earnest Money | : Nil |
| d) Date of Commencement of sale of Tender Documents | : 24.08.2019 (10.30 AM onwards) |
| e) Last date of sale of Tender Documents | : 31.08.2019 up to 1.00 PM. |
| f) Last date & time for submission of bid | : 31.08.2019 up to 03:00 PM. |
| g) Due date & time of opening of bid | : 31.08.2019 at 04.00 PM |
| h) Validity Period of bid | : 90 days from the date of opening. |
| i) Type of Tender | : Single bid |

NOTE:

1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE OPENED ON THE NEXT WORKING DATE.
2. L1 WILL BE DECIDED ON THE BASIS OF TOTAL QUOTED PRICE.
3. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE TENDER.

Tender document can be obtained from the office of HOD (Env.), CMPDI, RI-I, Asansol from **10.30 AM to 4.00 PM** on all working days from **24.08.2019 to 31.08.2019**.

Tender documents can also be downloaded from CMPDI'S website **www.cmpdi.co.in** during the period from **24.08.2019 to 31.08.2019**.

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.)

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फोन नम्बर/Phone No.: 0341-2253504
फैक्स नम्बर/Fax No.: 0341-2250935
ई-मेल/E-mail: rdri1.cmpdi@coalindia.in
वेब साईट/Website: www.cmpdi.co.in



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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
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गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292JH1975GO1001223
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४
Regional Institute-1, West End, G.T. Road, Asansol-713304

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.

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फोन नम्बर/Phone No. : 0341-2253504
फैक्स नम्बर/Fax No. : 0341-2250935
ई-मेल/E-mail: rdri1.cmpdi@coalindia.in
वेब साईट/Website: www.cmpdi.co.in

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 "-----"

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.

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Annexure – II

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

The bidders must submit their offer within the scheduled date and time. The bid will contain all documents in compliance of techno-Commercial terms & conditions.

A. The bid must contain all confirmatory documents in support of commercial terms as per clause 2 of NIT.

B. 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.

The bid envelope must be super-scribed with **"Repair of Fine Dust Sampler (FDS) machines at CMPDIL, RI-I, Asansol"**, the Tender No. and Date & Time of Opening. The bid should reach the office of **HOD (Env.), CMPDIL, RI-I, Asansol-713304, West Bengal**.

2. Commercial terms**A. Eligibility:**

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).

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.

B. 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) (To be clearly mentioned by Bidder)

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

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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.

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.

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

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D. Legal Status of the bidder:

Bidders 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) Trade license for electrical/electronic works.

E. Subletting of work:

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

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) Bidders are required to submit the copy of the work order(s) in support of their eligibility for work experience as per clause 2 A of terms and conditions of NIT.
- c) 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 B of terms and conditions of NIT.
- d) Bidders are required to submit copy of Permanent Account Number (PAN) card as per clause 2 C of terms and conditions of NIT.
- e) Bidders are required to submit copy of valid document to prove their legal status and trade license as per clause 2 D of commercial terms and conditions.
- f) Copy of e-Mandate form duly filled in as per Performa for Electronic Fund Transfer as per Annexure-IV of NIT.
- g) Undertaking regarding not blacklisting by any Govt./PSU/Private organization as per Annexure-V.
- h) Checklist as per Annexure -- VI.

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 3 (three) months from the date of issue of work order.

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

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

8. Price: The quoted rates must be inclusive of all other charges like transportation to and from CMPDI, Asansol if the contractor carries out the repair works at his site. In case the repair works are taken up at CMPDI, Asansol, the quoted price must be inclusive of transport, fooding and lodging of technicians during the repair period. Also, in such case, the premises will remain closed on Sundays and holidays and no work will be permitted to be carried out on these days.

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 3 (three) months from the due date of opening of the tender.

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

10. Job Description:

The tender is for repair of 8 (eight) nos. of Fine Dust Sampler (FDS) machines, Make: Spectro Analytical Labs Limited, Model no.: Spectro/SLE-FPS-105.

The spares/parts required for repair and maintenance of above mentioned machines will be provided by the contractor and no separate payment will be made for the spares / parts used.

The contractor must ensure trouble free operation of above mentioned machines for a period of 6 (six) months from the date of repair.

If the repaired machines fails/breakdown within 6 (six) months from the date of first repairing works the contractor will have to repair it again free of cost within 10 (ten) days from date of intimation of breakdown of machine.

11. 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 work period as is considered 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 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.

12. Payment Term:

Payment will be made after satisfactory completion of the work and on production of bill in triplicate duly 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 – IV).**

13. 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

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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.

14. 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.

15. 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.

16. 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.**

17. ALL DISPUTES ARE SUBJECT TO ASANSOL COURT JURISDICTION ONLY.

ANNEXURE - III

FORMAT FOR PRICE BID
(To be submitted on Bidder's own letterhead)

Sl. No	Description of machines	Quantity (Nos)	Job Description	Rate per unit (Exclusive of GST) (₹)	Rate of CGST/SG/SGST /IGST/Cess in (% and ₹)	Unit Cost Inclusive of GST (₹)	Amount (₹)
1.	Fine Dust Sampler Machine. Make: Spectro Analytical Labs Limited. Model no.: SLE-FPS-105.	8 (eight)	Repair of Fine Dust Sampler (FDS) Machine (Spares/parts required, if any for repair are to be supplied by the contractor).				In figures & in words

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Annexure- IV

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 5. Others (if other, specify)		
Permanent account number (PAN)			

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.....

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ANNEXURE:- V

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.

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ANNEXURE:- VI

CHECK LIST

PLEASE SPECIFY THE FOLLOWING:

Q. No.	LIST OF QUESTIONS	Indicate in Yes / No below
1.	Have you prepared and submitted the bids as indicated in Clauses 1 & 2 and Annexure – III of the NIT? [Please refer MODE AND METHOD OF SUBMISSION OF TENDERS]	
2.	Have you submitted Letter of Bid (LoB) on the bidder's letter head, in prescribed format as per Annexure- I of NIT?	
4.	Have you submitted price bid on letter head as per clause 1 B?	
5.	Have you submitted the copy of the work order in support of your eligibility for work experience as per clause 2 A 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 B of terms and conditions of NIT?	
7.	Have you submitted copy of Permanent Account Number (PAN) card as per clause 2 C of terms and conditions of NIT?	
8.	Have you submitted copy of valid document to prove your legal status as per clause 2 D of commercial terms and conditions of NIT?	
9.	Have you submitted copy of e-Mandate form duly filled in as per Performa for Electronic Fund Transfer as per Annexure-IV of NIT?	
10.	Have you submitted undertaking regarding not blacklisting by any Govt./PSU/Private organization as per Annexure-V?	
11.	Have you accepted all Terms & Conditions of NIT and submitted NIT with your signature and seal on every page.	
12.	Indicate the List of enclosures with the Offer	
a		
b		
c		
d		

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