



NOTICE INVITING OPEN TENDER

Sealed quotations are invited from *Manufacturers/Authorised Agents/ Authorised Stockists* for the supply of 'Brother' make Toners/ Cartridges (as per specification given in Annexure – I) at CMPDI, RI- III, Ranchi'

1. Tender document shall be available in the office of the HOD(E&M), CMPDI, Regional Institute-III, Gondwana Place, Kanke Road, Ranchi-834008 Jharkhand or can be downloaded from CMPDI Website WWW.cmpdi.co.in from 10.02.2020 To 22.02.2020
2. Quotations are to be submitted in the office of:
HOD(E&M)
RI-III, CMPDI, Gondwana Place,
Kanke Road, Ranchi. –834 008 (Jharkhand)
3. Date and time for submission of tender: up to 3.00 pm on 22/02/2020
4. Date and time for opening of tender: 3.30pm on 22/02/2020
5. Tenders will be opened before the attending tenderers or their authorized representatives who may wish to be present.
6. General Instruction for submission of tender:
 - a) Tenderer is required to submit their offer in a sealed cover containing -
 - (i) The complete Tender Document duly signed by the tenderer on all pages with proper seal.
 - (ii) Annexure – I duly filled in and signed by the tenderer
 - (iii) Photocopy of PAN. (Permanent Account Number) and GST registration service.
 - (iv) Copy of Authorization Certificate.
 - (v) Sealed cover must be super scribed with Tender Enquiry No; date of opening and name with address of the tenderer
 - (vi) Price Certificate as per Annexure-IV, Non-Banning/Delisting Certificate as per Annexure-III and e-Payment mandate form as per Annexure-II
7. The rate shall be quoted on FOR destination, RI-III Stores, CMPDI, Gondwana Place, Kanke Road, Ranchi
8. In no case, the quoted rate should exceed the MRP of any item.
9. The prices quoted must be firm till delivery and the offer made must remain open for acceptance for six months from the date of opening of tender.
10. Quotations erased and over-written may be summarily rejected unless corrections are authenticated with the bidder's signature. Over-writing should be avoided.
11. **Consignee** – RD, RI –III, CMPDI, Gondwana Place, Kanke Road, Ranchi – 834008 (Jharkhand).
12. Materials are subject to final inspection at Consignee's end by an authorized representative of the Consignee.
13. The packaging of all the materials quoted shall conform to the requirements of the carrier.
14. Supply order, if placed will be subject to the Terms & Conditions of CMPDI/CIL.
15. The tenderer shall quote to the specification given.
16. **Security Money:**

The successful tenderer shall be required to deposit a Security Money limited to a sum equal to 10% of the value of the awarded supply order after adjustment of EMD, if the contract value equals/exceeds Rs. 1, 00,000/- This security money has to be deposited within 15 days of receipt of supply order in the form of Bank Draft drawn in favour of "CMPDI; Regional Institute, Ranchi" on any Scheduled Bank, payable at Ranchi.

In case the tenderer fails to deposit security money within the stipulated period, the order shall be cancelled and EMD deposited against this shall be forfeited. Simultaneous action

10/02/2020

shall be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept on record for future dealings.

17. EMD/Security money deposit will not carry any interest.
18. In case a tenderer withdraws their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order, then their EMD is liable to be forfeited.
19. For successful tenderer, EMD/Security money will be refunded within 30 days of satisfactory execution of the contract.
20. Delivery:

- a) Tenderers are to supply the materials within a period of one month, from the receipt of order(s), at CMPDI, RI-III Office, Gondwana Place, Kanke Road, Ranchi-834008.
- b) Defective material, if any, will have to be replaced with fresh supply by the supplier immediately, without causing any extra cost to CMPDI, RI-III.

21. **LD Clause:**-In the event of failure to deliver/dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the Supply Order and in the event of breach of any of the terms and conditions mentioned in the Supply Order, CMPDIL, RI-III, has the right:

- a) To recover from the successful tenderer, as 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% (ten percent). However, where felt necessary, the limit of 10% can be increased to 15% at the discretion of the authority of RI-III, CMPDI, Ranchi.
- b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of defaulting supplier the stores not supplied or others of a similar description without cancelling 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.
- e) To forfeit the security deposit in full or in part
- f) Whenever under the contract, a sum of money is recoverable from and payable by the supplier, CMPDI RI-III shall be entitled to recover such sum by appropriating in part or in whole, by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract and should this sum be not sufficient to cover the full amount recoverable, the successful tender shall pay CMPDI RI-III on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

22. If the execution of the contract/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 blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control, due to act of God, then CMPDI RI-III may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by CMPDI RI-III, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

23. Payment:
 - a) 100% payment will be made within 21 days from the date of receipt and acceptance of the materials by the Consignee or within 21 days from the date of receipt of supplier's bill whichever is later through e-payment. Bidder should fill up enclosed e-mandate form as per Annexure-II.
 - b) Paying Authority: HOD (Finance), CMPDI, Regional Institute-III, Gondwana Place, Kanke Road, Ranchi – 834008
24. CMPDI, RI-III does not bind itself to accept the lowest offer or any tender, and reserves to itself the right of accepting/rejecting (without assigning any reason thereof) whole or any part of the quantity offered and the tenderer shall supply the same at the

26. CMPDI, RI-III shall not be responsible for non-receipt /delayed receipt of Tender Document.
27. CMPDI, RI-III reserves the right to increase/ decreases the quantities against any/all items of the tender by not more than 20%(twenty percent) before opening of the tender.
28. It will be a condition of the contract that all through the currency of the prices, at which the successful tenderers shall supply the stores, shall not exceed the lowest price charged by them to any other agencies e.g. PSUs/State Government/Central Government. In the event of price going down, the supplier shall promptly pass on such information to enable this company to amend the order rate.
29. Samples of items, wherever necessary, should be submitted free of cost along with the quotation for inspection of this office. Samples must be labelled with the tenderers name & address, item Sl.no. Tender Enquiry No. & date of opening and the same shall not be returned.
30. In case 3 bids are not received within originally stipulated time, the due date of tender shall be extended by 10 days by the tender inviting authority. The tender may be considered for opening only when at least three bids have been received against the tender. In case after granting extension less than three bids are received the tender can be considered for opening.
31. **Banned or Delisted suppliers:** Bidders should give a declaration on their letter head that they have not been banned or de-listed by any govt.or quasi-govt.or PSU. If a bidder has been banned by any govt. or quasi-govt.or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If this declaration is not given, the bid will be rejected being non-responsive. A certificate in the format as per annexure-III on the letter head pad shall be enclosed on the letter head pad along with the quotation.
32. Right to Information act: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to Information Act 2005.
33. **Non-disclosure/Confidentiality Clause:** The bidder will not any time during the pendency of contract or afterwards , disclose to any person any information as to documents ,components ,parts ,information ,drawings ,data ,sketches ,plans , programmes ,Specifications ,techniques, processes, software ,inventions and other materials ,both written and oral ,of a secret, confidential or proprietary nature , including without limitations any and all information relating to finance ,invention ,research , design or developments of information system and any supportive or incidental subsystems , and any all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL ,in any jurisdiction , and any amendments or supplements thereto .The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.
CMPDIL also desires that the bidder shall hold in trust and confidence , and not disclose to others or use for its own benefit or for the benefit of other , any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement /award of work /execution of work and thereafter .The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor , its employees , agents , representatives ,successors , heirs and assigns.
34. **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. A price certificate in the format as per annexure-IV on the letter head pad shall be enclosed on the letter head pad along with the Invoice.

35. All disputes are subject to only Court of Ranchi jurisdiction

Ranu M
विभागाध्यक्ष (वि.एवं या.)
क्ष.सं.3-राँची) .
16.2.2020

प्रतिलिपि :

1. क्षेत्रीय निदेशक, क्षे0सं0- ॥॥, राँची- सूचनार्थ
2. सूचना पटल सीएमपीडीआई, क्षे0सं0- ॥॥ / CMPDI(HQ)
3. सीएमपीडीआई Web
4. कार्यालय प्रति

ANNEXURE-I

Sl.no.	Cartridge & Toner no	Qty.	Unit Cost	TOTAL COST (Without GST)	GST	TOTAL COST (Inclusive of GST)
1	TN 3250 for HL 5350 DN Laser printer	02				
2	TN 2365 for MFC L 2701DW BROTHER	06				
3	TN 3448 for Brother HL-L5100 DN	10				

It is certified that none of the items have been quoted above their respective MRP.

Note: 1) Lowest price in Total items shall be criteria for considering L-1 rate for that item.

Signature of bidder with Seal

*Ranjan
10.2.2022*

ANNEXURE - II**e-PAYMENT**

To
Central Mine Planning & Design Institute Ltd.,
Gondwana Place, Kanke Road,
Ranchi – 834 008, JHARKHAND

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

We hereby authorise 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 detail 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	<p>..... PIN CODE</p> <p>.....</p> <p>Telephone No. (with STD Code)</p> <p>FAX No. (with STD Code)</p>										
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)	<input type="checkbox"/> SAVING			<input type="checkbox"/> CURRENT			<input type="checkbox"/> LOAN				
	<input type="checkbox"/> CASH CREDIT						<input type="checkbox"/> OTHERS (If Other, Specify)				
5. 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

SIGNATURE
(AUTHORISED SIGNATORY)

Name

Date

(Official Stamn)

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
(AUTHORISED SIGNATORY)

Name

Date

(Official Stamn)

ANNEXURE-III

NON-BANNING / DELISTING CERTIFICATE

We do hereby declare that we have not been banned or de-listed by any govt. or quasi-govt. or PSU.

Sign & stamp

(This certificate should be submitted on party's letter head pad along with the quotation)

ANNEXURE-IV

PRICE CERTIFICATE

It is certified that the Price charged in this invoice does not exceed the lowest price at which we sell the supplied stationery item of identical description to any other organisation during the period of contract.

Sign & stamp

(This certificate should be submitted on party's letter head pad along with the Invoice after getting supply order)