



TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसंस्थान-7/समन्वय/2020/E-620630

दिनांक: 11.11.2020

Sealed tender in single part is invited for AMC of Microprocessor based Spectrophotometer Make : WTW Model:6100 for REC Lab, CMPDI RI-VII Bhubaneswar for a period of three (03) years as per SCHEDULE OF REQUIREMENT given in Annexure1 and details mentioned in tender document.

Estimated amount in Rs.195290.00

Earnest Money Deposit Amount : Nil

DUE DATE & TIME OF ISSUE OF TENDER : From 12.11.2020 at 11:00 AM

DUE DATE & TIME OF SUBMISSION OF TENDER : upto 21.11.2020 at 03:30 PM

DUE DATE & TIME OF OPENING OF TENDER : 21.11.2020 at 04:00 PM

Tender documents can be obtained from the HOD (Co-ordination), Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 on any working day. The same can also be downloaded from the CMPDI website www.cmpdi.co.in The bidder who will download tender document from website shall have to submit duly filled in certificate as per Annexure –III of Tender Document along with their offer.

Completed and sealed tender documents in accordance with instructions contained in Tender Document should be submitted to HOD (Co-ordination), Co-ordination Department, 1st Floor, South side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 through speed post /courier and quotation should reach on or before due date and time of submission.

भवदीय,
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विभागाध्यक्ष (कोअर्डिनेशन)

प्रतिलिपि:

1. RD, RI-VII, CMPDI, Bhubaneswar.
2. All Notice Boards, CMPDI, RI-VII, Bhubaneswar
3. HOD (Environment), CMPDI, RI-VII, Bhubaneswar
4. HOD (Geomatics) CMPDI, RI-VII, Bhubaneswar (For kind information and for displaying tender notice & Tender document in CMPDI website)
5. HOD (P&A), CMPDI ,RI-VII,Bhubaneswar.
6. HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
7. OIC (Lab), CMPDI, RI-VII, Bhubaneswar.
8. Purchase committee members.



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



cmpdi

A Mini Ratna Company

TENDER DOCUMENT

FOR

**AMC of Microprocessor based Spectrophotometer Make : WTW
Model:6100 for REC Lab, CMPDI RI-VII Bhubaneswar**



November, 2020

Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute –VII
P.O. RRL Pin 751013

TenderNo. सीएमपीडीआई/क्षेत्रीयसं थान-7/समन्वय/2020/E-620630

दिनांक: 11.11.2020

- Sealed tender is invited for following item(s) as per Schedule of requirement mentioned in Annexure1 and terms and conditions mentioned below:

Description of work	AMC of Microprocessor based Spectrophotometer Make : WTW Model:6100 .for REC Lab, CMPDI RI-VII Bhubaneswar for a period of three (03) years. (Details in Annexure 1)
Estimated cost	Rs 195290.00 (including GST)
Earnest Money Deposit(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	upto 21.11.2020 at 03:30 PM
Schedule date and time of opening.	21.11.2020 at 04: 00PM

MODE & METHOD OF SUBMISSION OF TENDER: -

The offer should be submitted in a sealed cover addressed to “**The HOD (Co-ordination)**” mentioning **QUOTATION FOR** ‘AMC of Microprocessor based Spectrophotometer Make : WTW Model:6100 .for REC Lab, CMPDI RI-VII Bhubaneswar” on top of the envelope super scribed with the tender reference number & date and shall be dropped on or before **21.11.2020 up to 03:30 P.M** in the tender box located at Co-ordination Department, First Floor, CMPDI, RI-VII, Bhubaneswar or through registered post/speed post or by hand.

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:**

- The tenderers shall quote as per the specifications given in the Schedule of Requirement as per Annexure-I.
- The rates quoted should be firm and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for 120 days.
- Conveyance cost of man and material to and from the “Regional Environmental and Chemical Laboratory, Central Mine Planning & Design Institute Limited, Regional Institute-VII, Samantpuri, P.O: RRL, Bhubaneswar-751013 (Odisha)” will be borne by bidder.
- The tender shall be opened on 21.11.2020 at 04:00 P.M in Co-ordination Department, First Floor, 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.]
- The service shall be delivered at Regional Environmental and Chemical Laboratory, Central Mine Planning & Design Institute Limited, Regional Institute-VII, Samantpuri, P.O: RRL, Bhubaneswar-751013 (Odisha)

6. Eligibility Criteria for Participation : *Original Equipment Manufacturers /Original Equipment Supplier / Sole Selling Agent/Authorized Dealer / Authorized Distributor / (Self attested certificate as the evidence of the same is to be submitted in tender)*

7. Preventive Maintenance: Ref Annexure I . The required activities under this AMC will be in consultation with officer-in-charge (REC Lab.), CMPDI, Bhubaneswar.

8. Breakdown Repairs: Ref annexure-I

9. The equipment should be attended within 48 hours on telephonic intimation. In case of failure on the part of contractor's role during the contract period the employer has the right to get the work done by any other party and employer shall deduct the amount due from the bills of the present contract.

10. Scope of Service: The scope of service in this contract also include:

- a. **Telephonic Assistance:** Should be available between 10 am and 05 pm. Monday to Saturday excluding all declared holiday.
- b. This service will include whatever possible the diagnosis and correction of equipment malfunctions by telephonic, modern or internet. We reserve the right to attempt to correct all problems first by telephone, e-mail or internet. This gives us the possibility to restore service of the instrument more quickly.

11. Payment: Ref Annexure I.

12. The tenderer is required to submit the copies of GST Identification number/GSTIN certificate and PAN card. In case the party is not registered for GST, a certificate on that account from a charted accountant must be submitted along with PAN Card.

13. Certificate as per Annexure –II to be furnished by the Bidder in case the tender document is downloaded from Website

14. In addition to the above, the following terms and conditions of AMC are also applicable:

1. In case of breakdown, the user shall communicate to the supplier by telephone/ FAX, giving the nature of faults faced with machine-generated code, if any. The supplier shall attend the equipment at user's premises at the earliest possible not exceeding 48 hours.
2. In case the equipment needs to be taken to the service centre for breakdown maintenance or for any other reason, it shall be the responsibility of the supplier and user shall bear no financial implication in this regard.
3. The rate of the AMC shall be quoted in lump sum basis and not in terms of percentage of equipment cost. The quoted rate shall remain firm throughout the contract period of two years.
4. The aim of the AMC is to maintain at least 90% availability of the equipment for its satisfactory working. In case availability falls below 90%, a down-time penalty on pro-rata basis will be imposed as per laid down terms and conditions given in **Down Time Penalty** below separately
5. It will be the responsibility of the supplier to contact CMPDI and enter into the agreement after award of contract.
6. AMC service shall be provided at the place of deployment.i.e, CMPDI, RI-VII Bhubaneswar.
7. Detail terms and conditions of the AMC will be prepared on the basis of discussion & mutual agreement between user and supplier, without changing the above terms in principle.

15. Downtime Penalty

- a. The party shall guarantee 90% availability (uptime) for the equipment for satisfactory working.
- b. The Machine downtime will be reckoned only for the working days of CMPDIL (i.e, 10:00 hrs to 17:00 hours (07 hours) on working days. Down time beyond these hours on a working day would be excluded. For example if the down time starts at 12.00 hours on a day and extends up to 11:00 hours for the following day , the down time would be calculated as below:

1st day from 12.00 hours to 05:00 hours = 05.00 hours

2nd day from 10.00 hours to 11.00 hours = 1.00 hours

Total downtime= 6.00 hours

c. Downtime period will start from the time and date of reporting complaint to the party by telephone/fax/ email until it is handed over to the user in working conditions.

d. The availability percentage will be calculated for each quarter . Penalty will be imposed on pro-rata basis, if the availability falls below 90%. Thus,

$$(90\% - \text{Actual availability}\%) \times (\text{AMC charge}/4)$$

$$\text{Penalty} = \frac{90\%}{\text{Actual availability}}$$

e. No bonus or additional sums shall be payable if the availability is more than 90%.

f. Actual availability percentage for each equipment will be calculated as follows:

$$\text{Actual availability} = \frac{(\text{No. of working days in the quarter} \times 7) - (\text{Downtime hours during the quarter})}{\text{No. of working days in the quarter} \times 7} \times 100$$

g. Penalty for half year to be imposed will be calculated on the basis of the table below:

Availability percentage (rounded)	Penalty
90% and above	Nil
85% to 89%	As per rate calculated above
50% to 84%	Double the calculated amount as per rate calculated above
Below 50%	No AMC payment for that quarter.

16. Any dispute arising out of the above tender will be settled as per Annexure-III i.e, Settlement of disputes.

17. The company reserves the right to reject any or all the quotations without assigning any reason thereof.

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विभागाध्यक्ष (कोऑर्डिनेशन)

सीएमपीडीआई, क्षेत्रीय स्थान-7

Distribution:

- 1) RD, CMPDI, RI-VII, Bhubaneswar: for kind information.
- 2) All notice boards, CMPDI, RI-VII, Bhubaneswar.
- 3) HOD (Environment), CMPDI, RI-VII, Bhubaneswar.
- 4) OIC (Lab), CMPDI, RI-VII, Bhubaneswar.
- 5) HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
- 6) Purchase Committee members
- 7) HOD (P&A), CMPDI, RI-VII, Bhubaneswar.

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

- 1. Non- disclosure/Confidentiality Clause:** The bidder will not at 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, programs, specifications, techniques, processes, software, inventions and other material, 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 and 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 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 and (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.

- 2. FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.
 - 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 not arising 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.
 - 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.
 - If any of the Force Majeure conditions exist in the place of operation of Bidder at 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 or not.
- All other general Terms and conditions will remain same as per GTC of Purchase manual of Coal India Limited available on https://www.coalindia.in/DesktopModules/_DocumentList/documents/purchase.pdf.

ANNEXURE - I

SCHEDULE OF REQUIREMENT

Name of the Instrument	Make and Model	Preventive maintenance Visits per year	Breakdown visits per year	Calibration	Payment and service period
Microprocessor based Spectrophotometer	Make : WTW Model:6100	2 Nos	As and when required during the maintenance period	1. Calibration of Wavelength, absorbance, transmission 2. Cleaning of Instrument, lamp/LED etc	1. Payment shall be made on half yearly basis on submission of bill. 2. The AMC period starts from the date of first visit. 3. Party should attain the issue on telephonic/ e mail/ written communication within 48 hours.

Sl.No.	Description of Item	Year	Basic Price in Rs. (a)	GST in Rs. (b)	Total Amount inclusive of GST in Rs. (a) + (b)
01	AMC of Microprocessor based Spectrophotometer Make : WTW Model:6100 for REC Lab, CMPDI RI-VII Bhubaneswar for a period of three (03) years (As per terms and conditions given in tender document and schedule of requiremnt Annexure -I)	1 st Year			
		2 nd Year			
		3 rd Year			
Grand Total Amount in Rs.					

Signature of Tenderer:

Address:.....

Telephone No.:

e-mail:.....

ANNEXURE-II**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.....

Settlement of Disputes/Arbitration

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the HoD(Environment) CMPDI, RI-VII for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to the Regional Director CMPDI, RI-VII Bhubaneswar. If difference still persist the dispute shall be referred to a committee constituted by the CMPDI. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the Clause 39.

i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

"In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract."

a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Joint Venture:

The Partnership firm/ Joint Venture is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018".