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A Mini Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-7, प्लॉट नम्बर ई-4, गान्धी पार्क के निकट, सामन्तापुरी, पो: आर.आर.एल. भुवनेश्वर 751 013 (उडिशा)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Institute VII, Plot No: E-4, Near Gandhi Park, Samantapuri, PO: RRL, Bhubaneswar 751013 (Odisha)
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road, Ranchi-834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

TENDER NOTICE

NIT No. CMPDI/RI-VII/Co-ordination/E-657949/2020

Dated: 05/01/2020

Sealed Tenders are invited from vendors for Calibration of equipment of REC Lab, CMPDI RI VII Bhubaneswar.

Tender No : CMPDI/RI-VII/Co-ordination/E-657949/2020 Dated: 05/01/2020

Description of Item : Calibration of equipment of REC Lab, CMPDI RI VII Bhubaneswar as per the Schedule of Requirement given in Annexure-I for REC Lab, CMPDI, RI-VII, Bhubaneswar.

Estimated value of tender : Rs. 25,134.00

Application Fee : NIL

Issue of tender documents :

Begins on – 06/01/2021 at 11: 00 AM

Closes on – 12/01/2021 at 04: 00 PM

Earnest Money Deposit Amount : Nil

DUE DATE & TIME OF SUBMISSION OF TENDER : 13/01/2021 upto 03:00 PM

Date & Time of opening of Tenders: 13/01/2021 at 04:30 PM

Tender documents can be obtained from the HOD (Co-ordination), Co-ordination Department, 3rd Floor, North side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013 on any working day as per schedule. 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/dropped in tender box located at HOD (Co-ordination), Co-ordination Department, 3rd Floor, North side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar – 751013. Tender shall be opened in Co-ordination Department, CMPDI, RI-VII Bhubaneswar. Tenders received through post/courier within the due date and time of submission will also be dropped in the tender box which will be sealed immediately after the time of submission as mentioned in tender notice. Tender/s received after due date and time of submission will not be entertained for the evaluation.

Copy to:

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 (Finance), CMPDI, RI-VII, Bhubaneswar.
6. OIC (Lab.), CMPDI, RI-VII, Bhubaneswar

भवदीय,
21/01/2021
विभागाध्यक्ष (कोऑर्डिनेशन)



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ई-मेल/E-mail: rdri7.cmpdi@coalindia.in
वेबसाइट/Website: www.cmpdi.co.in
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TENDER DOCUMENT

NIT NO: CMPDI/RI-VII/Co-ordination/E-657949/2020

Dated: 05/01/2020

I	Sealed Offers are invited for Calibration of equipment of REC Lab, CMPDI RI VII Bhubaneswar as per the SCHEDULE OF REQUIREMENT (Ref: ANNEXURE – I) and terms & conditions given below	
II	DETAILS OF TENDER :	
a	TYPE OF TENDER	Open Tender
b	ESTIMATED VALUE OF TENDER	Rs. 25,134.00
c	EARNEST MONEY DEPOSIT (EMD) :	NIL
d	ISSUE OF TENDER DOCUMENT BEGINS	On 06/01/2021 at 11: 00 AM
e	ISSUE OF TENDER DOCUMENT CLOSES	On 12/01/2021 at 04: 00 PM
f	DUE DATE & TIME OF SUBMISSION OF TENDER	On 13/01/2021 at 03:00 PM
g	DUE DATE & TIME OF OPENING OF TENDER	On 13/01/2021 at 04:30 PM
h	COST OF TENDER DOCUMENT	-NIL-

TERMS & CONDITIONS

I. MODE & METHOD OF SUBMISSION OF TENDER: -

The offer should be submitted in a sealed cover addressed to “The HOD (Co-ordination)” mentioning **QUOTATION FOR** “Calibration of equipment of 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 **13.01.2021 at 03:00 PM** in the tender box located at Co-ordination Department, 3rd Floor, North side, CMPDI, RI-VII, Bhubaneswar or through registered post/speed post. Tenders received through post/courier within the due date and time of submission will also be dropped in the tender box which will be sealed immediately after the time of submission as mentioned in tender notice. Tender/s received after due date and time of submission will not be entertained for the evaluation. [If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working date.]

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 unconditionally accept all the terms and conditions indicated below:**

- 1) The tenderers shall quote as per the list of equipment as per Annexure-I.



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- 2) The rates quoted should be firm, inclusive GST and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for 120 days. Rates for calibration of instrument shall be quoted inclusive of site charges and expenses to take the instrument from CMPDI to calibrating laboratory (If applicable).
- 3) Work Location: REC Lab, CMPDI, RI VII, Bhubaneswar.
- 4) All Transportation, Accommodation and other Expenses of the contractor's personnel shall be borne by the contractor.
- 5) It is responsibility of the contractor to take the instrument safely from CMPDI to calibrating Laboratory and bringing it back to CMPDI safely without any damage (If applicable). In case of any damage to instrument during transit, suitable penalty/deductions will be imposed as deemed fit.
- 6) All the tools, machinery and any other items required for calibration shall be arranged by the contractor.
- 7) Calibration should be done only of the equipment in working condition. The bill will be paid for the calibrated equipment only.
- 8) The calibration work should be completed within **30 days** from the date of work order.
- 9) The work shall be executed as per NABL norms.
- 10) Liquidated Damage: As per Annexure-II.
- 11) Payment shall be made within 21 days of satisfactory work completion.
- 12) The tenderer is required to submit GST Identification number/GSTIN certificate. In case the party is not registered for GST, a certificate on that account from a chartered accountant must be submitted along with PAN Card.
- 13) Certificate as per Annexure -III to be furnished by the Bidder in case the tender document is downloaded from Website.
- 14) Any dispute arising out of the above tender will be settled as per Annexure-IV i.e, Settlement of dispute.
- 15) The company reserves the right to reject any or all the quotations without assigning any reason thereof.

Note: No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which deviates from the tender terms and conditions are liable for rejection.

भवदीय,
[Signature]
05/11/21
विभागाध्यक्ष (कोऑर्डिनेशन)

प्रतिलिपि :

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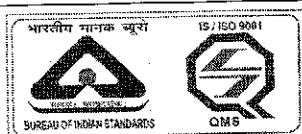
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ANNEXURE - I

SCHEDULE OF REQUIREMENT

Sr. No.	Items to be Calibrated	Quantity	Unit price (Exclusive of GST) In Rs.	GST In Rs.	Unit price Inclusive of GST In Rs.	Total(Inclusive of GST) In Rs.	Technical criteria: NABL Accreditation of the calibrating lab for the specific parameter
1	BOD Incubator	1					Required
2	COD Digestor (Closed)	1					Required
3	COD Digestor (Open reflux)	1					Required
4	Deep Freezer	1					Required
5	Digital Conductivity meter	1					Not required
6	Digital pH meter	2					Not required
7	Digital Thermometer	1					Required
8	Dry and wet Thermometer	5					Required
9	Electronic Balance, Citizen CX-265; max 210g	2					Required
10	Electronic Balance, Citizen CX-420; max 420g	1					Required
11	Electronic Micro Balance, Citizen CM-2; max 2 g	2					Required



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12	Hot air oven	2					Required
13	Measuring Cylinder (10 ml, 50 ml, 250 ml, 500 ml, 1000 ml)	5					Required
14	Temperature Controller of TKN Analyser	1					Required
15	Test sieve	3					Required
16	TGA	1					Required
17	Turbidity meter	1					Not Required
18	Weight Box (1mg-200 mg)	2					Required
Total Amount Inclusive of all taxes (In Rs.)							

The Scope of work and terms and conditions are as follows:

1. Calibration of the above equipment as per NABL norms.
2. Work Location: REC LAB, CMPDI RI VII, Bhubaneswar
3. NABL certificate for the calibrating laboratory shall be submitted to CMPDI during submission of the bid.
4. All Transportation, Accommodation and Fooding Expenses shall be borne by the bidder.
5. All the tools, machinery and any other items required for calibration shall be arranged by bidder.
6. The payment shall be made only after the submission and acceptance of valid calibration certificate with NABL logo containing the details of master calibrating instrument as well.
7. Rates for calibration of instrument shall be quoted inclusive of site charges and expenses to take the instrument from CMPDI to calibrating laboratory and any other charges.
8. It is the responsibility of bidder to take the instrument safely from CMPDI to calibrating Laboratory and bringing it back to CMPDI safely without any damage.(If applicable)
9. In case of any damage to instrument during transit, suitable penalty/deductions will be imposed as deemed fit.
10. The calibration of every equipment has to be done in the range as required by the user department. The range will be given during the visit for calibration.



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Annexure-II

LIQUIDATED DAMAGE

If the contractor fails to complete the Calibration work on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages): i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay. OR ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given. The aggregate of such compensation/ compensations shall not exceed: i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less. OR ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

- The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Clause. b.
- The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- In the event of such termination of the contract as described in clauses (b) or (c) or both, the company, shall be entitled to impose penalty/LD as per manuals of CIL. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.



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ANNEXURE-III

Format

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

CERTIFICATE

(Only for Tenderer using downloaded tender document from Website)

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

Signature of Tenderer

Seal.....



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Annexure-IV

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(Coordination) 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."

- 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.
- 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"



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