



cmpdi
A Mini Ratna Company

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

TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसंस्थान-7/RECLAB/2021/1623

दिनांक: 21.12.2021

Sealed Tenders are invited from vendors for AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year

Tender No : सीएमपीडीआई/क्षेत्रीयसंस्थान-7/RECLAB/2021/1623 Dated: 21/12/2021

Description of Item :

AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year

Estimated value of tender : Rs. 35,400.00 (incl. GST)

Application Fee : NIL

Issue of tender documents :

Begins on – 22/12/2021

Closes on – 30/12/2021 at 04: 00 PM

Earnest Money Deposit Amount : Nil

DUE DATE & TIME OF SUBMISSION OF TENDER : 31/12/2021 at 03:30 PM

Date & Time of opening of Tenders: 31/12/2021 at 04:00 PM

Tender documents can be obtained from OIC, (REC Lab), Environment Department, Ground Floor, South 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 REC Lab, Environment Department, Ground Floor, South Side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar -751013 on or before 31/12/2021 at 03:30 PM and tender shall be opened on 31/12/2021 at 04:00 PM in REC LAB, Ground Floor, 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 considered for evaluation.

भवदीय

(Signature)
OIC (Lab)

प्रतिलिखित:-

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 publishing the tender on CMPDI website.
5. HOD (Finance), CMPDI, RI VII, Bhubaneswar
6. Tender Committee members



फोननम्बर/Phone No. : +91 674 2301271

फैक्सनम्बर/Fax No. : +91 674 2301762 ई-

मेल/E-mail: rdri7.cmpdi@coalindia.in

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



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TENDER DOCUMENT

FOR

AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year



December, 2021
Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute –VII
P.O. RRL Pin 751013



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सेंट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोंदवाना प्लेस, काँके रोड, राँची- 834031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi – 834031, Jharkhand (INDIA)
CIN : U14292JH1975 Website : www.cmpdi.co.in An ISO 9001:2015 Certified Company (Licence No. QM/L-5003433)

Tender No. सीएमपीडीआई/क्षेत्रीयसं थान-7/REC Lab/2021/1623

दिनांक: 21.12.2021

Sealed Offers are invited for AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year, as per the SCHEDULE OF REQUIREMENT (Ref: ANNEXURE – I) and terms & conditions given below

DESCRIPTION OF WORK	AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year
TYPE OF TENDER	OPEN TENDER
ESTIMATED COST	RS 35,400.00 (INCLUDING GST)
EARNEST MONEY DEPOSIT(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	UPTO 31.12.2021 at 03:30 PM
SCHEDULE DATE AND TIME OF OPENING OF TENDER	31.12.2021 at 04:00 PM

TERMS & CONDITIONS:

I. MODE & METHOD OF SUBMISSION OF TENDER: -

The offer should be submitted in a sealed cover addressed to “The OIC (REC Lab)” mentioning **QUOTATION FOR “AMC of 03 nos of PM 2.5 samplers MAKE: Envirotech for 1 year”** on top of the envelope super scribed with the tender reference number & date and shall reach REC Lab, Ground Floor, South Side, CMPDI, RI-VII, Bhubaneswar on or before **31.12.2021 at 03:30 PM** through registered post/speed post or by hand. 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.

IMPORTANT NOTE:-

It is 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:

- 1) The tenderers shall quote as per the specifications given in the Schedule of Requirement as per Annexure-I.
- 2) The rates quoted should be firm, inclusive of GST and for CMPDI, RI-VII, Bhubaneswar and shall be valid throughout the period of the work.
- 3) The tender shall be opened on **31.12.2021 at 04:00 PM** in REC Lab, Ground Floor, South Side, 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 day.]
- 4) Work Location: **Talcher, Odisha.**
- 5) All the tools, machinery and any other items required for calibration and AMC shall be arranged by the party.
- 6) Paying Authority: HoD (Finance), CMPDI, RI VII, Bhubaneswar

- 7) Bill shall be submitted in triplicate in the name of OIC (REC LAB). All bills shall be duly signed and stamped and should clearly depict the GSTIN of CMPDI for arranging payment in time. GST No. of CMPDI, RI VII, Bhubaneswar 21AAACC7475N1ZG
 - 8) Payment will be made in 3 equal installments after satisfactory completion of 01 (One) visit for every 4 months period.
 - 9) 95% of bill amount will be paid to the party after every visit and the 5% will be deducted as retention money. The retention money will be released after successful completion of all 3 visits in 01 year.
 - 10) Payment will be made after successful completion of every visit within 21 days from the date of receipt of invoice in triplicates raised to OIC (LAB), fulfilling all GST norms and duly accepted at REC LAB, CMPDI RI VII, Bhubaneswar.
 - 11) The charges for AMC shall remain firm till the completion of the period of work order i.e 1 year from the date of issue of the work order for AMC.
 - 12) The tax invoice raised must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN 21AAACC7475N1ZG.
 - 13) Payment terms: The payment for each batch shall be made only after successful completion of work and submission and acceptance of valid calibration certificate with NABL symbol (If applicable) containing the details of traceability and uncertainty of each equipment in the respective batch. 100% Payment shall be made within 21 days after receipt and acceptance of bill for each batch. Bills shall be raised in triplicates in the name of OIC (REC LAB), CMPDI RI VII Bhubaneswar.
 - 14) The tenderer is required to submit GST Identification number/GSTIN certificate.
 - 15) The tenderer is required to submit copy of PAN card.
 - 16) 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.
 - 17) Liquidated Damage: As per Annexure-ii.
 - 18) Certificate as per Annexure -III to be furnished by the Bidder in case the tender document is downloaded from Website.
 - 19) The tenderer is required to submit a filled bank mandate form (Annexure V) and a cancelled check.
 - 20) Any legal issue arising out of the above tender is subject to the court of Bhubaneswar only.
 - 21) The company reserves the right to reject any or all the quotations without assigning any reason thereof.
 - 22) Any dispute arising out of the above tender will be settled as per Annexure-IV i.e, Settlement of disputes
- 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.


 OIC (REC Lab) 21/12/21

सीएमपीडीआई, क्षेत्रीय सस्थान-7

प्रतिलिखित:

- 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) HOD (Finance), CMPDI, RI-VII, Bhubaneswar.
- 5) Tender Committee members

SCHEDULE OF REQUIREMENT

Description of Work	Unit	Quantity	Unit Rate in (Rs.) Exclusive of GST.	Total Amount in (Rs.) Exclusive of GST.
Annual Maintenance Contract (AMC) of PM 2.5 Samplers; MAKE: Envirotech for a period of 01 year	No.	3		
GST, In Rupees				
Total including GST, In Rupees				

Scope of service:

1. The AMC shall include **three regular visits in one year (once in every four months)** to provide servicing/ maintenance to the instrument.
2. Telephonic assistance: the party will provide telephonic assistance on all days except holidays during office hours.
3. **Complete preventive maintenance**, which includes:
 - Test, Alignment & Adjustment of the equipment's up to the standard performance level.
 - General Checking and cleaning of the equipment.
4. **Service report:** A detailed report of maintenance of the equipment shall be generated during the visit and shall be submitted along with bills.
5. **Calibration** under NABL scope shall be done once in a year in either of these visits as per our requirement. The respective calibration certificates should be provided mentioning the following details:
 - a. NABL symbol are mandatory for all the equipment.
 - b. The error in the equipment may be rectified if possible and the measurement uncertainty along with the error shall be calculated and mentioned in the certificates of each instrument.
 - c. Range of calibration and accuracy of each instrument
 - d. Calibration of equipment shall be done with a master calibrator which should have valid traceability of measurement. The same should be mentioned in the certificates.
6. **Unlimited breakdown visits:** the party shall attend the machine free of cost, in case of any breakdown during the contract period.
7. **Work Location: Talcher, Odisha**
8. The instrument covered under this contract will be made available to the service engineer immediately on his arrival at the site.
9. The AMC shall be operative for **one year** from the date of issue of work order.

10. This contract will not cover defect and damages caused to the instrument due to negligence/improper handling, or due to force majeure causes like lightning, excess voltage, storms, fire, floods, looting/ arson, etc.
11. The contact will not cover project site installations, outside our office. In case, the equipment has been relocated, the same will be brought to the main office or necessary facilities will be provided to the service engineer to reach the site.
12. The costs should be inclusive of travelling charges and other incidental expenses of personnel of the party.
13. Spares if replaced will be charged extra with applicable taxes.

Signature of Tenderer:

Address:

Telephone No.:

e-mail:

LIQUIDATED DAMAGE

The time frame for carrying out the work shall be the essence of the contract. The period of contract will be 01 years from the date of issue of the work order. If the contractor fails to complete the 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 (1/2 %) of the contract amount / Revised Contract amount whichever is less, per week of delay, OR ii) ½ % 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.

In situations where CMPDI is satisfied about reasons for delay, CMPDI may consider request for extension of time without imposition of penalty. The decision of CMPDI in this regard is final and binding. The CMPDI however will not be responsible for any delay on its parts that may be attributed in execution of the work and no claim whatsoever will be entertained on this account.

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.....

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".

e-Payment
(TO BE RETURNED TO THE COMPANY)

To,
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
REGIONAL INSTITUTE-VII,
Plot No. E-4 (near Gandhi Park), Samantapuri,
P.O. RRL, Bhubaneswar – 751013 Orissa (INDIA)

REF: AUTHORISATION OF ALL OUR PAYMENT THROUGH ELECTRONIC FUND TRANSFER
SYSTEM/RTGS/CBS/INTRA BANK TRANSFER

We hereby authorize CMPDI Limited to make all our payment 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 payment are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY:
2. ADDRESS(WITH PIN CODE):
3. TELEPHONE NO(WITH STD CODE):
4. BANK PARTICULARS:
 - A. BANK NAME:
 - B. BANK TELEPHONE NO:
(WITH STD CODE)
 - C. BRANCH NAME:
 - D. BANK BRANCH CODE:
 - E. BRANCH ADDRESS:
(WITH PIN CODE)
 - F. BANK FAX NO.:
(WITH STD CODE)
 - G. 9 DIGIT MICR CODE OF :
THE BANK BRANCH (ENCLOSED
COPY OF A CANCELLED CHEQUE)
 - H. 11 DIGIT IFSC CODE OF:
BENEFICIARY BRANCH
 - I. BANK ACCOUNT NUMBER:
 - J. BANK ACCOUNT TYPE(TICK ONE):
 - a. SAVINGS
 - b. CURRENT
 - c. LOAN

- d. CASH CREDIT
- e. OTHERS
- f. IF OTHERS SPECIFY

- 5. PERMANENT ACCOUNT:
NUMBER (PAN)
- 6. GST REGISTRATION NUMBER:
- 7. E-MAIL ADDRESS FOR INTIMATION:
REGARDING RELEASE OF PAYMENT
- 8. CMPDI VENDOR CODE:

I/We hereby declare that the particulars given 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
(AUTHORISED SIGNATORY)
Name
Date:

Official Stamp

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account No.....
with our branch and bank particulars mentioned above are correct.

SIGNATURE(AUTHORISED SIGNATORY)
Name
Date:

Official Stamp