



cmpdi
A Mini Ratna Company

सेन्ट्रल माइन प्लानिंग प्रॉड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इंडिया लिमिटेड की अनुषांगी कंपनी / भारत सरकार का एक लोक उपकरण)
क्षेत्रीय सम्पादन-7, लोट नंबर: ई-4, गोदावारी पार्क, सामन्तपुरी, झें आरआरएस, बुद्धराम 751 013 (झिलिया)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India a Public Sector Undertaking)
Region: 7, Plot No. E-4, Near Gandhi Park, Samantapuri, PO: RRL, Bhubaneswar 751 013, Odisha
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road, Ranchi-834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसंसंथान-7/RECLAB/2021/E- 910342

दिनांक: 03.01.2022

सेवामें

M/s. IR Technology Services Pvt. Ltd for
Head Office: 2nd Floor, 38 Burkit road,
T. Nagar, Chennai- 600017

SPEED POST

Sealed tender in single part is invited from M/s IR Technology Services Pvt. Ltd for “AMC of Microwave digestor for 1 year; MAKE : MILESTONE” as per SCHEDULE OF REQUIREMENT given in Annexure 1 and details mentioned in tender document

Tender No. : सीएमपीडीआई/क्षेत्रीयसंथान-7/RECLAB/2021/E-910342 Dated: 03.01.2022

Description of item : AMC of Microwave digestor for 1 year; MAKE : MILESTONE, as per SCHEDULE OF REQUIREMENT

Estimated value of Tender: Rs. 88,500.00

Application Fee : NIL

DUE DATE & TIME OF SUBMISSION OF TENDER : upto 13.01.2022 at 03:30 PM

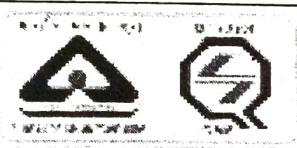
DUE DATE & TIME OF OPENING OF TENDER : 13.01.2022 at 04:00 PM

Completed and sealed tender documents in accordance with instructions contained in Tender Document should be submitted to OIC (REC Lab), Environment Department, Ground Floor, South Side, Near Samantapuri, CMPDI, RI-VII, Bhubaneswar –751013 though speed post /courier and quotation should reach on or before due date and time of submission.

भवदीय
2022
OIC (Lab)

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 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

मेल/E-mail: rdl7.cmpdi@coalindia.in

रजिस्टरेटेड/ऑफिस: Gondwana Place, Kanke Road, Ranchi-834031 (JHARKHAND)



cmpdi
A Mini Ratna Company

TENDER DOCUMENT

FOR

AMC of Microwave digestor for 1 year; MAKE: MILESTONE



January, 2022
Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Regional Institute –VII
P.O. RRL Pin 751013



Tender No. सीएमपीडीआई/क्षेत्रीयसंस्थान-7/REC Lab/2021/E-

दिनांक: 03.01.2022

Sealed offers in single part are invited for AMC of Microwave digestor for 1 year; MAKE : MILESTONE as per SCHEDULE OF REQUIREMENT given in Annexure 1

DESCRIPTION OF WORK	AMC of Microwave digestor for 1 year; MAKE : MILESTONE
TYPE OF TENDER	SINGLE TENDER
ESTIMATED COST	RS 88,500.00 (INCLUDING GST)
EARNEST MONEY DEPOSIT(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	UPTO 13.01.2022 at 03:30 PM
SCHEDULE DATE AND TIME OF OPENING OF TENDER	13.01.2022 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 Microwave digestor for 1 year; MAKE : MILESTONE”** 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 **13.01.2022 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 **13.01.2022 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: **REC LAB, CMPDI RI VII, Bhubaneswar**.
- 5) All Transportation cost 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)”, accommodation and other expenses of the party’s personnel shall be borne by the party.

- 6) It is the responsibility of the contractor to take the instrument safely from CMPDI 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 by OIC, REC LAB.
- 7) All the tools, machinery and any other items required for the visit shall be arranged by the party.
- 8) Payment terms: Payment shall be made on half yearly basis on receipt of the bill at the end of half year after successful completion of scheduled PM visit. Payment shall be made within 21 days after receipt and acceptance of bill for each half year. Bills shall be raised in triplicates in the name of OIC (REC LAB), CMPDI RI VII Bhubaneswar and they should contain our GSTIN- 21AAACC7475N1ZG.
- 9) The tenderer is required to submit GST Identification number/GSTIN certificate.
- 10) The tenderer is required to submit copy of PAN card.
- 11) The party is required to submit OEM authorization certificate, at the time of bidding, for the service of the Microwave Digestor MAKE: MILESTONE from MILESTONE s.r.l which should be valid for the entire period of work order i.e 01 year from the date of issue of work order. Tentatively till March 2023.
- 12) 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) Liquidated Damage: As per Annexure-II.
- 14) Certificate as per Annexure –III to be furnished by the Bidder in case the tender document is downloaded from Website.
- 15) The tenderer is required to submit a filled bank mandate form (Annexure V) and a cancelled check.
- 16) Any legal issue arising out of the above tender is subject to the court of Bhubaneswar only.
- 17) The company reserves the right to reject any or all the quotations without assigning any reason thereof.
- 18) 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)

सीएमपीडीआई, क्षेत्रीय संस्थान-7

प्रतिलिपि:

- 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

Sl.No	Equipment Name	Quantity	Unit price (excl. GST) In Rs	GST @ 18% In Rs	Unit price (incl. GST) In Rs.	Total Amount (In Rs.)
1	AMC of Microwave Digestor MAKE: Milestone for 1 year	1				
Total Price for all the items including GST. (In Rupees)						

Scope of service:

1. This service contract will cover the servicing of Microwave Digestion System, Make: MILESTONE s.r.l; Model: START D (Sr. No. 135579).
2. The service shall cover (02) preventive maintenance visits and one (01) Breakdown visit for servicing the above said instrument during the period of contract.
3. Telephonic Assistance: Should be available between 10 am and 5 pm, Monday to Saturday excluding all declared holidays.
4. This Service will include, wherever possible, the diagnosis and correction of equipment malfunctions by telephone, modem or internet. We reserve the right to attempt to correct all problems first by telephone, e-mail or internet.
5. Preventive Maintenance: This service is used to test, align and adjust and instrument to the standard performance levels. One preventive maintenance visit will be carried out every six months (i.e 2 visits during each year). The following activities have to be covered during each preventive maintenance visit:
 - i. General Cleaning of Equipment
 - ii. A check of temperature control will be made
 - iii. Adjustment to ensure instrument within specification
 - iv. Calibration will be carried out without certificate
 - v. A detailed Maintenance and calibration log will be generated following a preventive maintenance visits.
6. Breakdown Repairs: During the period of validity of the contract, one visit will be made for repairing breakdown of the instrument. The visit will be made only in the event of breakdown. The contract will not cover replacement of parts in case of breakdown. Parts if replaced will be charged extra and will be borne by CMPDI, RI VII. This service is intended to repair or correct wear and tear or damage to the instrument that is incurred naturally during the normal use of the instrument.

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) $\frac{1}{2}$ % 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.

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.

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.....

Settlement of Disputes/Arbitration

Annexure- IV

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".

ANNEXURE-V

**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