



cmpdi
A Mini Ratna Company

सेन्ट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-7, प्लॉट नम्बर ई-4, गोंधी पार्क के निवेष्ट, सामन्तापुरी पो आर.आर.एल. मुकनेस्वर 751 013 (उडिसा)
Centra Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Regional Office, CMPDI HQ, Gondwana Place, Kanke Road, Ranchi-834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसंस्थान-7/RECLAB/2021-22/E-952397

दिनांक: 11.03.2022

Sealed Tenders are invited from vendors for Rate contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 year

Tender No : सीएमपीडीआई/क्षेत्रीयसंस्थान-7/RECLAB/2021-22/E-952397 Dated: 11/03/2022

Description of Item: Rate contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 year

Estimated value of tender : Rs. 1,01,952.00 (incl. GST)
Application Fee : NIL
Issue of tender documents :

Begins on – 11/03/2022
Closes on – 21/03/2022 at 04:00 PM

Earnest Money Deposit Amount: Nil

DUE DATE & TIME OF SUBMISSION OF TENDER: 22/03/2022 at 03:30 PM

Date & Time of opening of Tenders: 22/03/2022 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 **22/03/2022 at 03:30 PM** and tender shall be opened on **22/03/2022 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,

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

जम्हाना स्थान/Registered Office : Gondwana Place, Kanke Road, Ranchi-834031 (JHARKHAND)



cmpdi
A Mini Ratna Company

TENDER DOCUMENT

FOR

Rate Contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 year



March, 2022

Central Mine Planning and Design Institute Ltd.

(A Subsidiary of Coal India Ltd.)

Regional Institute –VII

P.O. RRL Pin 751013



सेंट्रल माईन 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/2021-22/E-952397

दिनांक: 11.03.2022

Sealed Offers are invited for Rate Contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 year, as per the SCHEDULE OF REQUIREMENT (Ref: ANNEXURE – I) and terms & conditions given below

DESCRIPTION OF WORK	Rate Contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 year
TYPE OF TENDER	OPEN TENDER
ESTIMATED COST	Rs. 1,01,952.00 (incl. GST)
EARNEST MONEY DEPOSIT(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	UPTO 22/03/2022 at 03:30 PM
SCHEDULE DATE AND TIME OF OPENING OF TENDER	22/03/2022 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 “Rate Contract for Refilling of Oxygen and Nitrogen gas cylinders for a period of 01 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 **22/03/2022 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 **22.03.2022 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, Odisha, 751013.

- 5) Paying Authority: HoD (Finance), CMPDI, RI VII, Bhubaneswar
 - 6) Transportation cost to and from the "Regional Environmental and Chemical Laboratory", CMPDI, RI VII, Samantapuri, Bhubaneswar-751013 (Odisha) shall be borne by the party.
 - 7) The offer should be valid for 120 days.
 - 8) **Payment terms:** The party shall submit monthly running bill. 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. 100% Payment will be made within 21 days from the date of receipt of invoice, fulfilling all GST norms and duly accepted at REC LAB, CMPDI RI VII, Bhubaneswar.
 - 9) The evaluation of the offers will be done on **total value basis** and the bidders are required to bid for all the items mentioned in Annexure I in order to be eligible for evaluation.
 - 10) The rates quoted shall be inclusive of rental charges, security deposits and transportation to and from REC LAB, CMPDI RI VII, Bhubaneswar.
 - 11) The tenderer is required to submit GST Identification number/GSTIN certificate.
 - 12) The tenderer is required to submit copy of PAN card.
 - 13) 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.
 - 14) Liquidated Damage: As per Annexure-II.
 - 15) Certificate as per Annexure -III to be furnished by the Bidder in case the tender document is downloaded from Website.
 - 16) The tenderer is required to submit a filled bank mandate form (Annexure V) and a cancelled check.
 - 17) Any legal issue arising out of the above tender is subject to the court of Bhubaneswar only.
 - 18) The company reserves the right to reject any or all the quotations without assigning any reason thereof.
 - 19) Any dispute arising out of the above tender will be settled as per Annexure-IV i.e, Settlement of disputes
 - 20) Purchase preference shall be given as per Annexure -VI.
- 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) 11/03/22

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

Sl No	Item Description	Quantity/ Cylinder nos	Unit Price (In Rs.) (excluding GST)	GST (In Rs.)	Unit Price Incl. GST (In Rs.)	Total Price Incl. GST (In Rs.)
1	Oxygen Gas cylinder , Capacity 47 Ltrs, purity 99.5% gas volume, approximately 7.0 cum per cylinder. Pressure 2000 PSI Including Rental charges, Security Deposits and transportation & delivery at REC lab, CMPDI	72				
2	Nitrogen Gas cylinder , Capacity 47 Ltrs, purity 99.5% gas volume, approximately 7.0 cum per cylinder. Pressure 2000 PSI Including Rental charges, Security Deposits and transportation & delivery at REC lab, CMPDI	18				
	Total Price (In Rs)					

Scope of service

1. Empty gas cylinders will be provided to the party for refilling.
2. Period of rate contract: 1 year from the date of issue of rate contract.
3. Transportation: Safe handling and transportation of gas cylinders to and from REC Lab should be done by the party.
4. Delivery: Delivery should be made within 24 hrs on telephonic intimation. The required quantity of cylinders to be delivered at a time may vary depending upon the requirement of REC LAB, CMPDI, RI VII, Bhubaneswar (minimum quantity-01). The materials have to be delivered at REC LAB, CMPDI, RI VII, Plot No. E/4, Samantapuri, Near Mahatma Gandhi Park, PO: RRL, Bhubaneswar- 751013, Odisha.
5. The quantities given are based on estimates and are meant to indicate the extent of the work and any variation either by addition or omission shall not vitiate the contract.
6. Acceptance: The product will be accepted as per satisfaction of consignee or his authorized representative.
7. Guarantee/ warranty: The above items should be guaranteed/ warranted as per manufacturer policy.
8. Refilling basis: Empty cylinders shall be taken by the party for refilling purpose and returned back to REC Lab after refilling. Timely return of cylinders to REC lab must be taken care of.
9. Purity certificate/ undertaking should be provided by the supplier for the refilled gas.
10. Pressure check must be done by party at the time of supply.
11. Consignee: OIC (REC LAB), CMPDI RI VII, Bhubaneswar

Signature of Tenderer:

Address:.....

.....

Telephone No.:

e-mail:.....

LIQUIDATED DAMAGE

The time for and the date of delivery of the stores stipulated in the Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

1. In the event of failure to deliver/dispatch the stores within the stipulated delivery date/period in accordance with the sample 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, the CMPDI should have the right:
 - a) To recover from the successful tenderer as agreed liquidated damages a sum not less than half percent ($\frac{1}{2}$ %) 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 ten percent (10%). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Material Management Department.
 - b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling 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, except in cases referred to in Clause- 2 below.
 - e) To forfeit the security deposit full or in part:
 - f) Whenever under this contract a sum of money is recoverable from and payable by the supplier, CMPDI shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the CMPDI on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
2. If the execution of the 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 fire, or blockade, flood, acts of nature or any other contingencies beyond the supplier's control, due to act of god than CMPDI may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and his decision shall be final. If and when an additional time is granted by the CMPDI, the supply order shall be read or understood as if it had contained from the inspection of the delivery date as extended.

1. PRICE FALL CLAUSE

The price charged for the stores/equipment supplied against the order shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores/ Equipment of identical description to its any other customer during the Supply order. If the successful tenderer at any time during the supply order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the supply order placed by CMPDI, the successful tenderer shall forthwith notify to CMPDI such reduction in sale price of stores/equipment supplied after such reduction coming into force shall stand correspondingly reduced.

2. **Non- Disclosure/Confidentiality Clause:** The party shall not at any time during pendency of contract or afterwards, discloses to any information as to documents, components, parts, information, drawing, data, sketches, plans, programs, specification, techniques, processes, software, invention and other materials, both written and oral, of a secret, confidential or proprietary nature including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystem and any and all any subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction and any amendments or supplements thereto. The bidder should understand that any breach of the clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desire that the party shall hold in trust and confidence, and not disclose to others or use for its own benefit of other, any proprietary information which is disclosed to the party by CMPDIL at any time during the agreement/ award of work/ execution of work and thereafter. The party shall disclose proprietary information received under the contract to person within organization only if such person (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, representative, successors, heirs and assigns.

3. The Court at Bhubaneswar only will have the Jurisdiction to deal with to decide any legal matter on dispute whatsoever arising out of any contract.

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".

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

Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.