



**cmpdi**  
A Mini Ratna Company

सन्तुल माइन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
राष्ट्रीय संस्थान-7, प्लॉट नम्बर ई-4, गोधा पार्क के निकट, समन्तापुरी पो, आर.आर.एस. मुल्तपुर 751 013 (उडिसा)  
Central Mining & Design Institute Limited  
(A Subsidiary of Coal India Limited / Gov. of India Public Sector Undertaking)  
Regional Office V, Plot No. E-4 Near Gandhi Park Samantapuri PO RRI Bhubaneswar 751 013 Odisha  
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road, Ranchi-834031  
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

## TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसं थान-7/RECLAB/2021-22/ E- 956547

18.03.2022

दिनांक:

Sealed Tenders are invited from vendors for Proficiency testing for coal parameters of REC Lab

Tender No : सीएमपीडीआई/क्षेत्रीयसं थान-7/RECLAB/2021-22/

Dated: 18/03/2022

Description of Item: Proficiency testing for coal parameters of REC Lab

Estimated value

of tender : Rs. 18,290.00 (incl. GST)

Application Fee : NIL

Issue of tender

documents :

Begins on – 18/03/2022

Closes on – 06/04/2022 at 04:00 PM

Earnest Money Deposit Amount: Nil

DUE DATE & TIME OF SUBMISSION OF TENDER: 07/04/2022 at 03:30 PM

Date & Time of opening of Tenders: 07/04/2022 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](http://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 **07/04/2022 at 03:30 PM** and tender shall be opened on **07/04/2022 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.

भरदीय  
07/04/2022  
OIC (Lab)

पतिललवि:

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/Email: [rdn7.cmpdi@coalindia.in](mailto:rdn7.cmpdi@coalindia.in)

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



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A Mini Ratna Company

## **TENDER DOCUMENT**

**FOR**

**Proficiency testing for coal parameters of REC Lab**



**March, 2022**

**Central Mine Planning and Design Institute Ltd.**

(A Subsidiary of Coal India Ltd.)

**Regional Institute –VII**

**P.O. RRL Pin 751013**



**cmpdi**

A Mini Ratna Company

सेंट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
गोंदवाना प्लेस, कान्के 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 -956547

दिनांक: 18.03.2022

Sealed Offers are invited for Proficiency testing for coal parameters of REC Lab, as per the SCHEDULE OF REQUIREMENT (Ref: ANNEXURE – I) and terms & conditions given below

DESCRIPTION OF WORK	Proficiency testing for coal parameters of REC Lab
TYPE OF TENDER	OPEN TENDER
ESTIMATED COST	Rs.18290.00 (incl. GST)
EARNEST MONEY DEPOSIT(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	UPTO 07/04/2022 at 03:30 PM
SCHEDULE DATE AND TIME OF OPENING OF TENDER	07/04/2022 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 “Proficiency testing for coal parameters of REC Lab”** 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 **07/04/2022 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 **07/04/2022 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) Location of Lab: REC LAB, CMPDI RI VII, Bhubaneswar, Odisha, 751013.
  - 5) Paying Authority: HoD (Finance), CMPDI, RI VII, Bhubaneswar
  - 6) The offer should be valid for **120 days**.
  - 7) **Eligibility Criteria for Participation :** The (Proficiency testing providers must meet the requirements of ISO/IEC 17043. The party should be accredited with ISO/IEC 17043. A certificate in this respect should be furnished in the bid)
  - 8) **Payment terms:** After award of work, a registration form will be filled and sent to the party for one time registration of all the parameters in our scope. **Payment shall be made for all the parameters in advance at the time of registration.**
  - 9) All the parameters mentioned in Annexure I must be covered in the PT programs within **31<sup>st</sup> march 2024**.
  - 10) 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.
  - 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.

  
18/03/22  
OIC (REC Lab)

सीएमपीडीआई, क्षेत्रीय सस्थान-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

## Scope of work:

1. After award of work, a registration form will be filled and sent to the party for one time registration of all the parameters in our scope. Payment shall be made for all the parameters in advance at the time of registration.
2. After registration of the parameters is completed, PT samples for the respective parameters shall be sent by the PT provider for analysis. After completion of PT, detailed report shall be submitted by the PT provider.
3. The quoted rates should be inclusive of handling and transportation charges of the PT samples.
4. The program code may be subjected to change as per PT providers' annual PT schedule. However, all the mentioned parameters should be covered in proficiency testing program within 31st March, 2024.
5. Coal sample comes under the group "Solid Fuel"

Sl. No	Programme. Description	Parameters	Programme Code (If Any)	Unit Rate in (Rs.)	GST (in Rs.)	Amount incl. GST in Rs.
1	Coal Sample	Ash %, Volatile Matter %, Moisture% ; As per IS 1350:Part 1 1984/ASTM D 7582 (Any one)				
2	Coal Sample	Gross Calorific Value (GCV) Kcal/Kg; As per ASTM D 5865				
Total Amount (In Rs.)						

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 then 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, disclose 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.

CMPDI 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 CMPDI 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

**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(Enviroment) 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 AMRCDA (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

- 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.