



**cmpdi**  
A Mini Ratna Company



Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited/Govt. of India Public Sector Undertaking)  
Registered Office : Gondwana Place, Kanke Road, Ranchi-834031 (Jharkhand)  
Regional Institute-II, P.O. BCCL Township, Koylanagar, Dhanbad 826005 (Jharkhand) India  
Corporate Identity No. U14292JH1975GO1001223

NO: 3320-30  
Date: 25/01/2023

**NOTICE INVITING TENDER  
PART-I  
TECHNO COMMERCIAL BID**

- Name of Tender : NOTICE INVITING TENDER FOR CALIBRATION OF LABORATORY ITEMS (GLASSWARES & EQUIPMENT) OF ENVIRONMENT LAB FOR TWO YEARS PERIOD AT CMPDI, RI-II, DHANBAD
- a) Tender Fee in INR : NIL
- b) Estimated Cost : Rs. 1,38,565.00 (Rupees One Lakh Thirty Eight Thousand Five Hundred Sixty Five only) including GST.
- c) Earnest Money : NIL
- d) Date of Commencement of sale of Tender Documents : 27.01.2023 (from 11.00 AM to 1.00 pm)
- e) Last date of sale of Tender Documents : 04.02.2023 up to 12.00 Noon
- f) Last date & time for submission of offers : 04.02.2023 up to 03:30 PM.
- g) Due date & time of opening of PART-I of Offers (Technical / Commercial Bid) : 06.02.2023 at 11.00 AM.
- h) Place of Opening of PART – I of offers : At Env. Department, CMPDI, RI- II, Koyla Bhawan Complex, Koyla Nagar, Dhanbad.
- i) Due date & time of opening of PART – II (Price Bid) : Will be communicated to the techno-commercially acceptable bidders separately.
- j) Validity Period : Six months from the date of acceptance of offer
- k) Type of Tender : Two Bid

(POSTAL BIDS WILL NOT BE ALLOWED)

Signature of issuing authority

25/01/2023

HOD (Env.)

Copy to :-

1. The Regional Director, RI-II for kind information.
2. The Convener, Tender Committee, CMPDI, RI – II.
3. Shri Anuj Mondal, Sr. Mgr.(Geo.) Member of Tender Committee, CMPDI, RI – II.
4. Shri Navin Mondal, Mgr.(Mining.) Member of Tender Committee, CMPDI, RI – II.
5. Smt. Kajari Mallick, HOD (E&M) Member of Tender Committee, CMPDI, RI – II.
6. Shri Ajay Bhartia, Sr. Mgr. (Fin.) Member of Tender Committee, CMPDI, RI – II.
7. HOD (P&A), RI- II - with a request to arrange to display on CMPDI Notice Board.
8. GM (Civil), BCCL, Koyla Nagar, Dhanbad - With a request to arrange to display on Notice Board.
9. GM (E&M), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice Board.
10. GM (TA), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice Board.
11. GM (MM), BCCL, Koyla Nagar, Dhanbad- With a request to arrange to display on Notice. Board



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## TENDER NOTICE

NIT No.: CMPDI/R-II/Lab items/Calibration/2022-23/3320-30

Dated: 25.01.2023

Sealed item rate bids are invited from eligible contractors for the following work to be executed for Central Mine Planning and Design Institute Limited (CMPDI Ltd.), Regional Institute - office at Koyla Bhawan, Koyla nagar, Dhanbad as described below:

Name of work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Completion Period
NOTICE INVITING TENDER FOR CALIBRATION OF LABORATORY ITEMS (GLASSWARES & EQUIPMENT) OF ENVIRONMENT LAB FOR TWO YEARS PERIOD AT CMPDI, RI-II, DHANBAD  ( List of items to be calibrated is mentioned in Appendix-I a & b)	Rs. 1,38,565.00 (Rupees One Lakh Thirty Eight Thousand Five Hundred Sixty Five only) including GST	NIL	15 (Fifteen) Days from date of issue of work order for the first year period and Within the 12 <sup>th</sup> month of the contract for the second year period.

Bid document can be obtained on request in writing from the office of the HoD (ENV.), CMPDI RI-II, Koyla Bhawan, Koyla nagar, Dhanbad on any working day between 10.30 AM to 01.00 PM on application.

Bid Documents will be available free of cost from 27.01.2023 to 04.02.2023. 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 –II of Tender Document along with their offer.

Duly filled with sealed bids in two parts should be submitted in the Office of the HoD (Env.), CMPDI RI-II, Koyla Bhawan, Koyla nagar, Dhanbad upto 03.30 p.m. on 04.02.2023 and bids shall be opened at 11.00 a.m. on 06.02.2023 in presence of the intending bidders or their authorized representatives at the Office of the HoD (Env.), CMPDI RI-II, Koyla Bhawan, Koyla nagar, Dhanbad.

### Extension of Critical Dates:

If number of bids received is found to be less than 03 (three) on End Date of Bid submission, then the following critical dates of the Tender will be extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days;

- Last Date of Sale of Tender Document.
- Last Date of Submission of Bid.
- Date of Opening of Tender.

This extension will be also applicable in case of receipt of zero bid.

**Note:** confirmation of extension by the bidder may be done from contact details as mentioned in the NIT

### NOTE :

1. The validity period of tender shall be decided based on the final end date of submission of bids.
2. The Extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening.
3. After two extensions, with approval of Competent authority, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.



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Bidders are required to submit **(Basic eligibility criteria)**

1. Copy of GST registration certificate (if applicable) and Photocopy of PAN (Permanent Account Number),
2. NABL certificate along with Scope of Accreditation of calibrating laboratory along with bid Documents issued by department. All the said documents should be self-authenticated by the bidders.

CMPDI does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason whatsoever.

#### **Mode & Method of Submission of Tender**

Tenders must be submitted in sealed covers, which must be superscribed with the Tender Enquiry Number and the date of opening. All envelopes containing the tenders shall be properly sealed. The tenders shall be submitted in two envelopes (Envelope- I, Envelope- II). Both the two envelopes shall be kept in one envelope and properly sealed. The Envelope- I containing Part-I, Envelope- II containing Part-II should be inside one outer cover. The outer cover should bear the address of the purchaser.

#### **Part – I**

Following documents are to be submitted in Envelope-I:

Documents to fulfill basic eligibility criteria

Duly signed and stamped Tender Document

Annexure-I of Tender Document

Annexure-II of Tender Document, if applicable

Annexure-III of Tender Document

#### **Part – II**

The second part of the tender shall consist of Price Bid in PRICE BID FORMAT. The Price Bids of only those bidders will be opened, whose offers in Part-I are found to be techno – commercially acceptable.



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## TECHNICAL TERMS AND CONDITIONS

- Work Location-** Items have to be calibrated at Environmental Laboratory, CMPDI, RI-II, Koyla Bhawan, Koyla Nagar, Dhanbad
- Period of Contract-** The period of contract will be for 02-year period. This period will start from the date of first visit of the bidder at the laboratory for calibration work.
- Scope of Work-** The first calibration carried out should be valid for a 01-year period. In the 12<sup>th</sup> month of the contract (i.e. before the completion of the First year) the bidder will again visit the laboratory to undertake the calibration work so that there is no break in the period of calibration of the equipment. This second calibration will also be valid for a 01-year period.
- Rates will be quoted by the bidder for each year separately i.e. First year & second year separately as per Appendix I-a & b. Only the Amount quoted by the bidder will be paid for the work carried out in that corresponding year.
- 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.
- NABL certificate along with Scope for the calibrating laboratory shall be submitted to CMPDI. The work shall be executed as per NABL norms.
- All Transportation, Accommodation, Certificate courier charges and miscellaneous expenses shall be borne by the bidder. All the tools, machinery and any other items required for calibration shall be arranged by bidder.
- Rates for calibration of instrument shall be quoted inclusive of site charges and expenses to take the instrument from CMPDI to calibrating laboratory (if required).
- If the Instrument under calibration is required to be transported to bidder's lab, it will be the responsibility of bidder to take the instrument safely from CMPDI to calibrating Laboratory and bringing it back to CMPDI safely without any damage. In case of any damage to instrument during transit, suitable penalty/deductions will be imposed as deemed fit.
- Calibration of all equipment's/items including issue of calibration certificate of the same shall be completed within 15 days of issue of work order. Pending submission of hard copy of Calibration certificate beyond 15 days in case of delay due to courier/speed post of the same due to any unforeseen event, a soft copy of Calibration certificate may be submitted which shall protect from default due to delayed submission of calibration certificate.

### Details of Equipment's to be calibrated at CMPDI, RI-II, Dhanbad

The following points may be noted:-

- Calibration should be carried out by NABL authorized calibration laboratory for each item. The calibration of the item has to be granted accreditation in the scope issued by NABL. No sub-letting is allowed.



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2. The issued Calibration certificates of equipment should bear NABL logo of the calibrating laboratory.
3. The laboratory will submit their latest NABL Certificate with its proper validity.
4. Calibration should be carried out preferably on-site viz. CMPDI office i.e. Environmental Lab, Sixth Floor, CMPDI, RI-II, Koyla Bhawan, Koyla Nagar, PO- BCCL Township, Dhanbad, Jharkhand -826005.
5. If during the period of the contract; the validity of the NABL Accreditation of the accrediting laboratory is withdrawn/cancelled by NABL, the work order will be liable to be cancelled.

Detailed list of items with their technical specification of calibration of various Items/equipments to be carried out is as given below.



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## Appendix-I-a

Details of items to be calibrated at CMPDI, RI-II, Dhanbad for 1<sup>st</sup> Year

S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
Group (A)					
1	Beaker	100 ml	3		
2	Beaker	150 ml	3		
3	Beaker	250 ml	3		
4	Beaker	500 ml	3		
5	Beaker –Plastic	100 ml	3		
6	Volumetric Flask	50 ml	5		
7	Volumetric Flask	100 ml	5		
8	Volumetric Flask	200 ml	2		
9	Volumetric Flask	250 ml	2		
10	Volumetric Flask	500 ml	3		
11	Volumetric Flask	1000 ml	2		
12	Measuring Cylinder	5 ml	2		
13	Measuring Cylinder	10 ml	2		
14	Measuring Cylinder	25 ml	3		
15	Measuring Cylinder	50 ml	3		
16	Measuring Cylinder	100 ml	3		
17	Measuring Cylinder	500 ml	3		
18	Measuring Cylinder	1000 ml	2		
19	Pipette	1 ml	2		
20	Pipette	2 ml	3		
21	Pipette	5 ml	3		
22	Pipette	10 ml	3		
23	Pipette	25 ml	2		
24	Burette	50 ml	3		
25	Thermometer	10-100 degrees	3		
26	Weight Box No.1	1 mg- 100 g	1		
27	Weight Box No.2	1 mg- 200 mg	1		
28	Dry Bulb & Wet Bulb Thermometer	1°C- 50°C	4		
Group (B)					
29	Micropipette	5- 50 µl	1		
30	Micropipette	01-05 ml	1		
31	Micropipette	0.1 ml -1.0 ml	1		
32	Electronic Micro Balance	( 0.001 mg – 2 g)	1		
33	Analytical Balance	( 2 mg – 420g)	1		
34	Analytical Balance	( 2 mg – 400g)	1		
35	Hot Air Oven (Digital temperature controller)	Temp. range 50°C - 150°C	1		
36	Water Bath (Digital temperature controller)	Temp. range 30°C - 110°C	2		
37	Rotary Evaporator (Digital temperature controller)	Temp. range 50-150 deg. C	1		
38	Noise Level Meter	30dB(A)-130 dB(A)	5		
39	COD Digestor	Temperature range 100°C- 150°C, Timer : 30 min- 120 min	1		
40	BOD Incubator	Temp. range 10°C - 30°C	1		
41	Hot Plate	Temperature range	2		



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S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
42	Top Loading Orifice Calibrator	Flow range	1		
43	Muffle Furnace	Temperature range	1		
44	Autoclave	Pressure Gauge	1		
45	Magnetic Stirrer with Hot Plate	Temperature & RPM	1		
46	Deep Freezers	-4°C to 4°C	2		
47	Digital Conductivity Meter	At 1413 µS/cm	2		
48	pH meter	at pH 4.01, 7.00, 9.01	4		
49	Lux Meter	Optical Luminosity	1		
50	Stop Watch	Timer : 0 min- 180 min	1		
51	Noise Level Calibrator	94 /115 dB(A)	1		
52	TDS meters		2		
				<b>Sub-Total:</b>	
				<b>Good &amp; Services Tax:</b>	
				<b>Round Off(+/-) :</b>	
				<b>Net Amount Payable:</b>	

*Note:- The calibration charges for all the items will be inclusive of all components for carrying out onsite Calibration at CMPDI RI-2 Env. Lab Office. IF the items are to be mandatorily calibrated at the party's lab, No additional charges will be paid for transport of equipment from CMPDI Lab to Party's Lab, the bidder will have to make all necessary arrangements for the same. It is requested that of all your expenses such as fares, food & Lodging Charges along with Packaging, Forwarding Charges & Courier Charges for the items and certificates may already be included in your calibration cost.*



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## Appendix-I-b

### Details of items to be calibrated at CMPDI, RI-II, Dhanbad for 2<sup>nd</sup> year

S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
Group (A)					
1	Beaker	100 ml	3		
2	Beaker	150 ml	3		
3	Beaker	250 ml	3		
4	Beaker	500 ml	3		
5	Beaker –Plastic	100 ml	3		
6	Volumetric Flask	50 ml	5		
7	Volumetric Flask	100 ml	5		
8	Volumetric Flask	200 ml	2		
9	Volumetric Flask	250 ml	2		
10	Volumetric Flask	500 ml	3		
11	Volumetric Flask	1000 ml	2		
12	Measuring Cylinder	5 ml	2		
13	Measuring Cylinder	10 ml	2		
14	Measuring Cylinder	25 ml	3		
15	Measuring Cylinder	50 ml	3		
16	Measuring Cylinder	100 ml	3		
17	Measuring Cylinder	500 ml	3		
18	Measuring Cylinder	1000 ml	2		
19	Pipette	1 ml	2		
20	Pipette	2 ml	3		
21	Pipette	5 ml	3		
22	Pipette	10 ml	3		
23	Pipette	25 ml	2		
24	Burette	50 ml	3		
25	Thermometer	10-100 degrees	3		
26	Weight Box No.1	1 mg- 100 g	1		
27	Weight Box No.2	1 mg- 200 mg	1		
28	Dry Bulb & Wet Bulb Thermometer	1°C- 50°C	4		
Group (B)					
29	Micropipette	5- 50 µl	1		
30	Micropipette	01-05 ml	1		
31	Micropipette	0.1 ml -1.0 ml	1		
32	Electronic Micro Balance	( 0.001 mg – 2 g)	1		
33	Analytical Balance	( 2 mg – 420g)	1		
34	Analytical Balance	( 2 mg – 400g)	1		
35	Hot Air Oven (Digital temperature controller)	Temp. range 50°C -150°C	1		
36	Water Bath (Digital temperature controller)	Temp. range 30°C -110°C	2		
37	Rotary Evaporator (Digital temperature controller)	Temp. range 50-150 deg. C	1		
38	Noise Level Meter	30dB(A)-130 dB(A)	5		
39	COD Digestor	Temperature range 100°C-150°C, Timer : 30 min- 120 min	1		
40	BOD Incubator	Temp. range 10°C -30°C	1		
41	Hot Plate	Temperature range	2		
42	Top Loading Orifice Calibrator	Flow range	1		
43	Muffle Furnace	Temperature range	1		
44	Autoclave	Pressure Gauge	1		
45	Magnetic Stirrer with Hot Plate	Temperature & RPM	1		
46	Deep Freezers	-4°C to 4°C	2		
47	Digital Conductivity Meter	At 1413 µS/cm	2		
48	pH meter	at pH 4.01,7.00,9.01	4		
49	Lux Meter	Optical Luminosity	1		



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S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
50	Stop Watch	Timer : 0 min- 180 min	1		
51	Noise Level Calibrator	94 /115 dB(A)	1		
52	TDS meters		2		
				<b>Sub-Total:</b>	
				<b>Good &amp; Services Tax:</b>	
				<b>Round Off(+/-) :</b>	
				<b>Net Amount Payable:</b>	

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## GENERAL TERMS AND CONDITIONS

### Definitions

- i) "Employer" or "Company" means CMPDI, Regional Institute- II who will employ the bidder represented by the appropriate authority.
- ii) "Principal Employer" means the officer nominated by the Company to function on its behalf.
- iii) The word "Bidder/ Bidders" wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) "Officer-In-charge" shall mean the officer nominated by the company who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Officer In- Charge /Designated Officer-In-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the bidder, valuing variations to the contract. The Officer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the bidder who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Officer- in- Charge/Designated Officer in Charge.
- vi) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the bidder, and the formal contract agreement executed between the company and the bidder together with the documents referred to therein including general terms and conditions, technical terms and conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "Day" shall mean a day of 24 hours from midnight to midnight.
- viii) The "Work" /" Service" shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.
- ix) "Contract amount" shall mean In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- x) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the bidder's firm or to an office of the company for whom it is intended or if delivered at or sent by registered mail/e- mail to the last business address known to him who gives the notice.
- xi) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) "Department" means CMPDI, Regional Institute – II, Dhanbad



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**Central Mine Planning & Design Institute Limited**  
(A Subsidiary of Coal India Limited/Govt. of India Public Sector Undertaking)  
Registered Office : Gondwana Place, Kanke Road, Ranchi-834031 (Jharkhand)  
Regional Institute-II, P.O. BCCL Township, Koylanagar, Dhanbad 826005 (Jharkhand) India  
Corporate Identity No. U14292JH1975GOI001223

xiii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

**2. Contract Documents:** The following documents shall constitute the contract documents:

- Notice Inviting Tender/Detailed Tender Notice.
- Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- General Terms & Conditions of contract.
- Technical Terms & Conditions of contract.
- Commercial Terms and condition.
- Bill of Quantities/ Schedule of work/ Scope of work.
- Frozen terms & conditions / technical parameters/ revised offer, if any.

The bidder shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Officer-In-Charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the bidder for any purpose other than this contract & the bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

### 3. SECURITY DEPOSIT & REFUND OF SECURITY DEPOSIT:

#### ~~SECURITY DEPOSIT~~

~~Security Deposit shall consist of Performance Security to be submitted. The security deposit shall bear no interest.~~

~~Performance Security should be 5% of contract amount and should be submitted within 21 days of issue of LOA by the successful bidder in the form given below:~~

~~—Demand Draft drawn in favour of Regional Director CMPDI RI-II on any Scheduled Bank payable at its Branch at Dhanbad.~~

~~The Earnest Money deposited will be either returned to the contractor after submission of performance security or the same may be adjusted against the security deposit (Performance Security) at Bidder's choice.~~

#### **Refund of security deposit :**

~~The security deposit of successful bidder (on Award of Contract) will be retained by CMPDI and which will be released after issuing of satisfactory work completion certificate by Engineer in charge of CMPDI, RI-II, Dhanbad~~

~~The EMD of unsuccessful bidder shall be released on finalization of tender.~~

~~In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.~~

~~The earnest money deposit shall not carry any interest.~~

### 4. Negotiations:

Work will be awarded to the lowest bidder (L-1), without post-tender negotiations.

### 5. Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 21 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and EMD is liable to be forfeited.



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## 6. Banned or Delisted Bidders:

The bidders would give a declaration that they have not been banned or delisted by any Govt., Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt., Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive. (Annexure-I)

## 7. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantity and/or the specifications, the following order of preference shall be observed:

Description in Bill of Quantities of work. Particular specification and special conditions, if any General specifications.

7.1 In the event of varying or conflicting provision in any of the document(s) forming part of the Contract, the Accepting Authority's /Competent Authority's decision/clarification shall hold well with regard to the intention of the document or contract as the case may be.

7.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the bidder from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.

7.3 Any difference detected in the tender/ tenders submitted resulting from

- Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- When the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figure or words, then the rates quoted by the bidder in words shall be taken as correct.

## 8. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

8.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender. The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

8.2 If the contractor fails to complete the work and clear the site 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):

@ Half percent ( $\frac{1}{2}$  %) of the contract amount/Revised Contract amount whichever is less, per week of delay.



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OR

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:

10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

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.

8.2.1 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 per relevant clause.

8.2.2 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.

8.2.3 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.

8.2.4 In the event of such termination of the contract as described in relevant clauses, the company, shall be entitled to impose penalty/LD as deliberated at Clause 4.2. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

8.2.5 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

## 9. Force Majeure:

- Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics.
- Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

In such situation, the successful bidder/ bidder will apply to the Officer-In-Charge through a letter indicating the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of the above mentioned Force Majeure clauses, no penalty will be imposed on the bidder for non-providence of service.

When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Bidder or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.



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The extension of contract, if any, will be at the existing rate with mutual agreement.

#### 10. Payment:

The payment will be made by Electronic Fund Transfer (EFT) mode only. Successful bidder shall submit the details as per format to be collected from the Finance department and to be submitted along with the bill with original Signature and stamp. 100% payment will be made within 21 days after issuing of satisfactory work completion certificate by Engineer/officer in charge or after submission of bill, whichever is later. Paying authority: HOD (Finance), Regional Institute-II, Koyla Bhawan Complex, Koylanagar, Dhanbad (Jharkhand) -826005

#### 11 Termination, Cancellation, Suspension and Foreclosure of Contract

Competent authority reserves the right to cancel the supply order at any point of time without showing any reason

#### 12. Non-disclosure/ Confidentiality Clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions 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 subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

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

#### 13. Price Certification: The party is required to submit the following certificate on your letter head along with the bills:

"I/We certify that the work carried out by me/us for the consignee concerned under the contract herein have not been carried out by me/us to any other organization including DGS&D at the commencement of the contract up to the period of completion of delivery at a price lower than the price charged to the consignee concerned of the contract."

#### 14. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT JURISDICTION ONLY.



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## Annexure-I

### NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm



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## ANNEXURE-II

### 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 – III

### **Form for e-Payment**

(To be submitted in Envelope-I)

To,  
Regional Director,  
Regional Institute-II, CMPDI,  
Koyla Bhawan Complex, Koyla Nagar,  
Dhanbad-826005

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 payments 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 payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. Name of the beneficiary .....
2. Address.....  
.....  
City ..... PINCODE..... e-mail id.....  
Telephone no. (With STD code).....
3. Bank particulars :-  
Bank Name ..... Branch Name ..... Bank Branch code...  
Branch address.....  
..... PIN CODE.....  
Telephone No. (With STD code)..... FAX No. (With STD code).....
4. 9 digit MICR code of the Bank branch (Enclosed copy of a cancelled cheque):
5. 11 digit IFSC code of beneficiary branch
6. Bank Account Number :
7. Bank Account Type (Tick One) : SAVING/CURRENT/LOAN CASH CREDIT/ OTHERS (if any other, pl. specify)
8. Permanent Account Number (PAN):

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not to bear the bank charges, if any for enabling such transfer effected at all for reasons of incomplete or incorrect information, I/We would not hold the company responsible.

(AUTHORISED SIGNATORY)

Name.....

Date.....

(Official stamp)

### **BANK CERTIFICATION**

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

(AUTHORISED SIGNATORY)

Name.....

Date.....

(Official stamp)



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## PART-II

# FORMAT OF PRICE BID



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### FORMAT OF PRICE BID

(To be submitted in Envelope-II)

#### Details of items to be calibrated at CMPDI, RI-II, Dhanbad for 1<sup>st</sup> Year

S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
Group (A)					
1	Beaker	100 ml	3		
2	Beaker	150 ml	3		
3	Beaker	250 ml	3		
4	Beaker	500 ml	3		
5	Beaker –Plastic	100 ml	3		
6	Volumetric Flask	50 ml	5		
7	Volumetric Flask	100 ml	5		
8	Volumetric Flask	200 ml	2		
9	Volumetric Flask	250 ml	2		
10	Volumetric Flask	500 ml	3		
11	Volumetric Flask	1000 ml	2		
12	Measuring Cylinder	5 ml	2		
13	Measuring Cylinder	10 ml	2		
14	Measuring Cylinder	25 ml	3		
15	Measuring Cylinder	50 ml	3		
16	Measuring Cylinder	100 ml	3		
17	Measuring Cylinder	500 ml	3		
18	Measuring Cylinder	1000 ml	2		
19	Pipette	1 ml	2		
20	Pipette	2 ml	3		
21	Pipette	5 ml	3		
22	Pipette	10 ml	3		
23	Pipette	25 ml	2		
24	Burette	50 ml	3		
25	Thermometer	10-100 degrees	3		
26	Weight Box No.1	1 mg- 100 g	1		
27	Weight Box No.2	1 mg- 200 mg	1		
28	Dry Bulb & Wet Bulb Thermometer	1°C- 50°C	4		
Group (B)					
29	Micropipette	5- 50 µl	1		
30	Micropipette	01-05 ml	1		
31	Micropipette	0.1 ml -1.0 ml	1		
32	Electronic Micro Balance	( 0.001 mg – 2 g)	1		
33	Analytical Balance	( 2 mg – 420g)	1		
34	Analytical Balance	( 2 mg – 400g)	1		
35	Hot Air Oven (Digital temperature controller)	Temp. range 50°C - 150°C	1		
36	Water Bath (Digital temperature controller)	Temp. range 30°C - 110°C	2		
37	Rotary Evaporator (Digital temperature controller)	Temp. range 50-150 deg. C	1		
38	Noise Level Meter	30dB(A)-130 dB(A)	5		
39	COD Digestor	Temperature range 100°C- 150°C, Timer : 30 min- 120 min	1		
40	BOD Incubator	Temp. range 10°C - 30°C	1		



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S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
41	Hot Plate	Temperature range	2		
42	Top Loading Orifice Calibrator	Flow range	1		
43	Muffle Furnace	Temperature range	1		
44	Autoclave	Pressure Gauge	1		
45	Magnetic Stirrer with Hot Plate	Temperature & RPM	1		
46	Deep Freezers	-4°C to 4°C	2		
47	Digital Conductivity Meter	At 1413 µS/cm	2		
48	pH meter	at pH 4.01, 7.00, 9.01	4		
49	Lux Meter	Optical Luminosity	1		
50	Stop Watch	Timer : 0 min- 180 min	1		
51	Noise Level Calibrator	94 /115 dB(A)	1		
52	TDS meters		2		
				Sub-Total:	
				Good & Services Tax:	
				Round Off(+/-) :	
				Net Amount Payable:	

Note : Total Cost shall include all taxes, duties & levies.

Signature & Seal of the Bidder

Place:

Date:



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Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited/Govt. of India Public Sector Undertaking)  
Registered Office : Gondwana Place, Kanke Road, Ranchi-834031 (Jharkhand)  
Regional Institute-II, P.O. BCCL Township, Koylanagar, Dhanbad 826005 (Jharkhand) India  
Corporate Identity No. U14292JH1975GOI001223

## Appendix-I-b

### Details of items to be calibrated at CMPDI, RI-II, Dhanbad for 2<sup>nd</sup> year

S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
Group (A)					
1	Beaker	100 ml	3		
2	Beaker	150 ml	3		
3	Beaker	250 ml	3		
4	Beaker	500 ml	3		
5	Beaker –Plastic	100 ml	3		
6	Volumetric Flask	50 ml	5		
7	Volumetric Flask	100 ml	5		
8	Volumetric Flask	200 ml	2		
9	Volumetric Flask	250 ml	2		
10	Volumetric Flask	500 ml	3		
11	Volumetric Flask	1000 ml	2		
12	Measuring Cylinder	5 ml	2		
13	Measuring Cylinder	10 ml	2		
14	Measuring Cylinder	25 ml	3		
15	Measuring Cylinder	50 ml	3		
16	Measuring Cylinder	100 ml	3		
17	Measuring Cylinder	500 ml	3		
18	Measuring Cylinder	1000 ml	2		
19	Pipette	1 ml	2		
20	Pipette	2 ml	3		
21	Pipette	5 ml	3		
22	Pipette	10 ml	3		
23	Pipette	25 ml	2		
24	Burette	50 ml	3		
25	Thermometer	10-100 degrees	3		
26	Weight Box No.1	1 mg- 100 g	1		
27	Weight Box No.2	1 mg- 200 mg	1		
28	Dry Bulb & Wet Bulb Thermometer	1°C- 50°C	4		
Group (B)					
29	Micropipette	5- 50 µl	1		
30	Micropipette	01-05 ml	1		
31	Micropipette	0.1 ml -1.0 ml	1		
32	Electronic Micro Balance	( 0.001 mg – 2 g)	1		
33	Analytical Balance	( 2 mg – 420g)	1		
34	Analytical Balance	( 2 mg – 400g)	1		
35	Hot Air Oven (Digital temperature controller)	Temp. range 50°C -150°C	1		
36	Water Bath (Digital temperature controller)	Temp. range 30°C -110°C	2		
37	Rotary Evaporator (Digital temperature controller)	Temp. range 50-150 deg. C	1		
38	Noise Level Meter	30dB(A)-130 dB(A)	5		
39	COD Digestor	Temperature range 100°C-150°C, Timer : 30 min- 120 min	1		
40	BOD Incubator	Temp. range 10°C -30°C	1		
41	Hot Plate	Temperature range	2		
42	Top Loading Orifice Calibrator	Flow range	1		
43	Muffle Furnace	Temperature range	1		
44	Autoclave	Pressure Gauge	1		
45	Magnetic Stirrer with Hot Plate	Temperature & RPM	1		
46	Deep Freezers	-4°C to 4°C	2		
47	Digital Conductivity Meter	At 1413 µS/cm	2		
48	pH meter	at pH 4.01,7.00,9.01	4		
49	Lux Meter	Optical Luminosity	1		



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S. No	Types of Equipment/ Glasswares /Items	Range/ Capacity	No. of units	Calibration Charges	
				Unit Charges	Total Charges
50	Stop Watch	Timer : 0 min- 180 min	1		
51	Noise Level Calibrator	94 /115 dB(A)	1		
52	TDS meters		2		
				Sub-Total:	
				Good & Services Tax:	
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