



cmpdi
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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुसूची कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, कान्के रोड, रांची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
CORPORATE IDENTITY NUMBER - U14292TH1975GOI001223
क्षेत्रीय संस्थान-१, वेस्ट एण्ड, जी.टी. रोड, आसनसोला-७१३३०४
Regional Institute-1, West End, G.T. Road, Asansol-713304

Ref. CMPDI/RI-1/Env. Lab./2023-24/432

Date: 15.02.2024

SINGLE TENDER ENQUIRY

To

M/s Agilent Technologies India Pvt Ltd 4th Floor,
#C# Block, RMZ Centennial, Plot No 8A, 8B, 8C & 8D,
Doddanakundi Industrial Area, ITPL Road,
Mahadevapura Post, Bangalore Karnataka - 560 048.

Sealed quotation is invited for 2 (two) years AMC of Atomic Absorption Spectrophotometer (Make: Agilent Technologies India Pvt. Ltd., Model: AA280FS, Sl. no.: MY12420003) installed at Environment Laboratory, CMPDIL, RI-I, Asansol, West Bengal-713304.

TERMS & CONDITIONS:

- 1. Scope of work:** Atomic Absorption Spectrophotometer (Make: Agilent Technologies India Pvt. Ltd., Model: AA280FS, Sl. no.: MY12420003) is to be maintained for period of 2 (two) years to ensure its trouble free operation. The preventive maintenance includes health check up and cleaning of the instrument. All components of the main system will be covered in AMC. Calibration of the instrument will not be covered in the scope of AMC. The computer system along with its operating software, gas pipelines, air compressor and SPS3 autosampler and other accessories attached with the instrument will not be covered in the AMC.
- 2. Visit for AMC:** The AMC will cover one scheduled preventive maintenance and two unscheduled breakdown visits per year. The breakdown visit must be attended within 7 (seven) days of the breakdown of instrument. Any additional maintenance visit other 1 (one) scheduled maintenance and 2 (two) unscheduled breakdown visits will be charged separately.
- 3. Components required during AMC:** The components required for the instrument during AMC will be arranged by us when required.
- 4. Mode & method of submission of quotations:** Quotation in sealed cover superscribing quotation no. and date & time of opening should be sent to the below mentioned address:
HOD (Env.), CMPDI, RI-I, G.T. Road West End, Asansol, P. O. – Upper Chelidanga, Distt. Pachim Bardhaman, West Bengal-713304. Mob. No.-09434790507
- 5. Last date & time for submission of offer:** 28.02.2024 up to 03.00 PM.
- 6. Due date & time of opening of offer:** 28.02.2024 at 04.00 PM.
- 7. Validity:** The offer must be valid for minimum period of 30 (thirty) days from the date of opening.
- 8. Payment:** The service provider will raise invoice annually after each scheduled preventive maintenance visit. The payment shall be made by e-payment (RTGS/NEFT).
- 9. Paying Authority:** HOD (Fin.), CMPDI, RI-I, Asansol.
- 10. Consignee:** Regional Director, CMPDIL, RI-I, Asansol-713304.
- 11. PAN Card:** Self attested copy of PAN card must be submitted along with the bid.
- 12. Goods and Services Tax (GST):** CMPDIL, RI-I, Asansol have GSTIN No- **19AAACC7475N1Z1** having address - CMPDI LTD, REGIONAL INSTITUTE-I, G.T. ROAD (WEST) , ASANSOL- 713304 (West Bengal).
The bid should contain:

a) Copy of GST Registration certificate towards GST duly self-attested, if applicable

b) Copy of exemption certificate towards GST/SGST/IGST duly self-attested, If applicable.

Mandatory registration of bidder with statutory authorities like GST, is required, unless they are specifically exempt from registration under specific notification/circular/section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting



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documents as well as certificate from practicing Chartered Accountant having certificate of practice and valid membership number of ICAI that bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If bidder is exempted from Registration under CGST ACT, 2017 due to his aggregate turnover if less than 20 lakhs then bidder has to submit the copy of Notification along supporting documents which prove that turnover of their business is less than 20 Lakhs and certificate from practicing Chartered Accountant having certificate of practice and valid membership number of ICAI that Aggregate turnover from all business is less than 20 Lakh, hence he is exempted from Registration under GST Act, 2017.

c) If bidder is eligible for charging lower than the normal rate applicable (where Bidder has opted Composition Scheme), then bidder has to submit the authentic documents for the same.

d) The legally applicable rate of CGST/SGST/IGST/ Cess should be clearly mentioned.

e) In case of COMPOSITION TAX, the service provider is liable to pay tax at concessional rate but can't collect any tax from CMPDIL and on the invoice, it should be mentioned by the service provider that "composition taxable person not eligible to collect tax on service provided" The service provider shall be entirely responsible for all taxes and other such levies imposed as per GST or by any other law by government from time to time, including all Bank Charges.

f) The service provider also shall comply the provisions of GST including "Anti Profiteering clause" of GST.

g) The bidder shall indicate their GST registration No. and should submit copy of GST registration certificate along with the offer, if applicable. The successful Bidder shall comply with GST requirements as per law, without any financial implication to CMPDIL, RI-I, Asansol.

h) The tax invoice raised by the service provider against the services provided must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN **19AAACC7475N1Z1** of CMPDI Ltd in case of services provided to CMPDI Ltd within the state of West Bengal. Service provider shall ensure timely submission of correct invoice(s) as per GST rules/regulation, with all required supporting document(s) within a period specified in contract to enable CMPDIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by service provider with requisite details. If input tax credit is not available to CMPDIL for any reason which is not attributable to CMPDIL, then CMPDIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CMPDIL to the supplier.

i) In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST, GST Cess (if applicable) as the case may be) Amount.

However, if Bidder has opted composition scheme under Section 10 of GST Act, 2017, they cannot levy GST, hence the CGST/SGST/IGST/GST Cess, the L-1 status will be determined on the basis of their quoted price.

In case Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CMPDIL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST, SGST, GST Cess will be included in landed price. However if the tendered item is eligible for Input Tax credit, the same will be deducted while computing the L-1 status.



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j) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the service provider against tax invoice issued in relation to supply of goods or services.

k) E-way Bill: The e-way bill, if any, required in connection with service provided shall be arranged by the supplier.

13. Liquidated Damages: The servicing work must be completed within stipulated time period of 21 (twenty one) days. Except causes beyond control of the service provider, penalty @ 0.5% of ordered value will be imposed per week of delay in execution of work from the date of issue of work order subject to maximum of 10% of the ordered value.

14. Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts or public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company.

15. Price Variation: Normally, the rates are not subject to any upward revision until the period of contract is completed. However where additional Statutory Levies are imposed by the Government in the form of Duties/and or Taxes during the currency of the Contract which directly affect the services, a Price increase may be permitted on production of adequate documentary evidence in support of such increase of Levies and quantum of variation in the ultimate cost of services.

16. Price Fall: The prices charged for the services shall in no event exceed the lowest price of services of identical description to any other party/organization during the said period. If the service price is reduced below than the price chargeable under the Contract, such reduction shall be incorporated and the rates shall stand correspondingly reduced.

CMPDI, RI-I, Asansol reserves the right to accept or reject fully or partly, or split up any or all offers amongst the bidders without assigning any reasons thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere. No correspondence will be entertained in this regard.

HOD (Env.)

Copy To:

1. Regional Director, RI-I, Asansol.
2. HOD (Fin.), RI-I, Asansol.
3. Notice Board.



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