



cmpdi
A Mini Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय संस्थान-7, प्लॉट नम्बर: ई-4, गाँधी पार्क के निकट, सामन्तापुरी, पो: आर.आर.एल. भुवनेश्वर 751 013 (उड़िशा)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt of India Public Sector Undertaking)
Regional Office V, Plot No. E-4 Near Gandhi Park Samantapuri, PO: RRL Bhubaneswar 751013 (Odisha)
Registered Office, CMPDI HQ, Gondwana Place, Kanke Road, Ranchi-834031
CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

TENDER NOTICE

NIT No. सीएमपीडीआई/क्षेत्रीयसं थान-7/RECLAB/2022/E- 1084104

दिनांक: 07.10.2022

Sealed tender in single part is invited from for repair of Conductivity/TDS Meter at REC Lab, CMPDI RI-VII Bhubaneswar as per SCHEDULE OF REQUIREMENT given in Annexure 1 and details mentioned in tender document.

Estimated amount in Rs. 4720.00

Earnest Money Deposit Amount : Nil

DUE DATE & TIME OF SUBMISSION OF TENDER : upto 13.10.2022 at 03:30 PM

DUE DATE & TIME OF OPENING OF TENDER : 13.10.2022 at 04:00 PM

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

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 (Finance), CMPDI, RI-VII, Bhubaneswar.
5. Purchase Committee members



फोननम्बर/Phone No. : +91 674 2301271

फैक्सनम्बर/Fax No. : +91 674 2301762

ई-मेल/E-mail: rdri7.cmpdi@coalindia.in

Regd. Office

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



cmpdi

A Mini Ratna Company

TENDER DOCUMENT

FOR

Repair of Conductivity/TDS Meter at REC Lab ,CMPDI RI-VII Bhubaneswar



October, 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 इंस्टीच्यूट 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/2022/E-1084104

दिनांक: 07.10.2022

1. Sealed tender is invited for following item(s) as per Schedule of requirement mentioned in Annexure1 and terms and conditions mentioned below:

Description of work	Repair of Conductivity/TDS Meter at REC Lab ,CMPDI RI-VII Bhubaneswar
Estimated cost	Rs 4720.00 (including GST)
Earnest Money Deposit(EMD)	NA
DUE DATE & TIME OF SUBMISSION OF TENDER	upto 13.10.2022 at 03:30 PM
Schedule date and time of opening.	13.10.2022 at 04: 00 PM

MODE & METHOD OF SUBMISSION OF TENDER: -

The offer should be submitted in a sealed cover addressed to “**The OIC (REC Lab)**” mentioning **QUOTATION FOR ‘Repair of Conductivity/TDS Meter at REC Lab ,CMPDI RI-VII Bhubaneswar’** on top of the envelope super scribed with the tender reference number & date and shall reach REC Lab, Ground Floor, South Side, CMPDI, RI-VII, Bhubaneswar on or before **13.10.2022 at 03:30 PM** through registered post/speed post or by hand.

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: It is 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 rates quoted should be firm, inclusive of GST and FOR CMPDI, RI-VII, Bhubaneswar and shall be valid for two years from the date of issue of the work order.
- 2) The tender shall be opened on **13.10.2022 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.]
- 3) **Eligibility Criteria for Participation: NA**
- 4) Liquidated Damage: As per Annexure-II.
- 5) Payment terms: Payment shall be made on completion of work and satisfactory functioning of the equipment.
- 6) The tenderer is required to submit GST Identification number/GSTIN certificate.
- 7) The tenderer is required to submit copy of PAN card.
- 8) The company reserves the right to reject any or all the quotations without assigning any reason thereof.

- 9) Any dispute arising out of the above tender will be settled as per Annexure-III i.e, Settlement of disputes.
- 10) 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.
- 11) The company reserves the right to reject any or all the quotations without assigning any reason thereof.



OIC (Lab)

सीएमपीडीआई, क्षेत्रीय सस्थान-7

प्रतिललवि :

- 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) Purchase Committee members

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

1. **Non- disclosure/Confidentiality Clause:** The bidder will not any time during the 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 material, both written and oral, of a secret , confidential or proprietary nature, including without limitations any and all information relating to finance, invention, research, design or developments 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 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.

2. **FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CMPDI may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by CMPDI for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.
 - a) The successful Bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local Chamber of Commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such Force Majeure conditions. In the event of delay not arising out of Force Majeure, CMPDI will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
 - b) For delay arising out of Force Majeure, the Bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CMPDI nor the Bidder shall be liable to pay extra cost provided it is mutually established that the Force Majeure conditions did actually exist.
 - c) If any of the Force Majeure conditions exist in the place of operation of Bidder at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation or not.

1. All other general Terms and conditions will remain same as per GTC of Purchase manual of Coal India Limited available in <https://www.coalindia.in/info-bank/manuals/purchase-manual-2020/>

SCHEDULE OF REQUIREMENT

Scope of work:

1. The service shall be delivered at Regional Environmental and Chemical Laboratory, Central Mine Planning & Design Institute Limited, Regional Institute-VII, Samantpuri, P.O: RRL, Bhubaneswar-751013 (Odisha)
2. Transportation cost to and from the “Regional Environmental and Chemical Laboratory, Central Mine Planning & Design Institute Limited, Regional Institute-VII, Samantpuri, P.O: RRL, Bhubaneswar-751013 (Odisha)” should be borne by party.
3. **Breakdown Repairs:** It includes spares being replaced for restoration of the system.

Sl.No.	Description of items	Nos (a)	Unit Price in Rs. (b)	GST per unit in Rs. (c)	Unit price inclusive of GST in Rs. (d)= (b+c)	Total Amount inclusive of GST Rs. (a) X (d)
1	Repair of mother board	01				
	Calibration Charges	01				
	Service Charges	01				
	GST					
	Total Cost					

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.

Settlement of Disputes/Arbitration

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".