



सीएमपीडीआई
cmpdi
A Mini-Ratna Company

TENDER NOTICE

For “Calibration of Laboratory Items (MPI Equipment) of NDT Lab, RI-VI, Singrauli”.

CMPDIL RI- VI Singrauli

NIT NO: CMPDI/RI-6/E&M/NDT/2021-22/927

Date: 11.03.2022

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Ltd.)
Regional Institute-VI, PO: Jayant,
Dist.: Singrauli (MP)-486890

NIT No: CMPDI/RI-6/E&M/NDT/2021-22/927

Date: 11.03.2022

- 1. Name of Work:** Sealed tenders in SINGLE PART are invited from eligible bidders for the work of “Calibration of Laboratory Items (MPI Equipment) of NDT LAB, RI-VI, Singrauli (MP)”.

Name of work	Estimated cost (Rs)	Earnest Money (Rs)	Completion Period
Calibration of Laboratory Items (MPI Equipment) of Non Destructive Testing lab, RI-VI, Singrauli(MP)	34220.00 (Including GST)	450.0	30 Days

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
Vinod Kumar, General Manager (E&M), CMPDI, RI-VI, Jayant, Singrauli(M.P) PIN - 486890. Contact No. 9430116639	Nitin Kumar, Deputy Manager (E&M), E&M Department, CMPDI, RI-VI, Jayant, Singrauli(M.P) PIN – 486890. Contact No. 9424349139

2. Time Schedule of Activities:

- Issue of tender forms: **11:00 am to 4:00 pm** on all working days and from **11:00 am to 1:00 pm** on last submission day from **14.03.2022 to 28.03.2022** at the office of HOD/GM (E&M), CMPDI, RI-VI, JAYANT, SINGRAULI (M.P) on requisition in writing from participating bidder.

- Tenders downloaded from websites:-

Complete Tender Document can also be downloaded from CMPDI's web site <http://www.cmpdi.co.in>.

The company shall not be responsible for any delay/difficulty/inaccessibility of the downloading facility or any reason whatsoever. The downloading facility shall be available during the period of sale of tender document/paper.

The bidders who have downloaded the document from the websites will be required to submit an undertaking that they will accept the tender document as available in the website and their tenders shall be rejected, if any tampering in the tender document is found to be done, at the time of opening of tender.

- Last date of submission of offers: **Up to 3.00 pm on 28.03.2022**
- Place of Submission of offers: Office of the HOD/GM (E&M), CMPDI RI-VI, JAYANT, SINGRAULI.
- Due date of opening of tender: **At 3.30 pm on 28.03.2022**
- Place of opening of tender: Office of the HOD/GM (E&M), CMPDI RI-VI, JAYANT, SINGRAULI.

NOTE (Important):

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the Bid Submission End Date will be extended by another 05 (five) days through Notice.
- iii. There is no tender fee and the bidders can download the Tender Document free of cost or obtain from the office of HOD (Env.) during business days up to 3.30 PM up to the last date for submission of bid.

3. Bid Security/ Earnest Money Deposit (EMD):

Earnest Money Rs. 450.00 (Rupees Four Hundred and Fifty only) as Earnest Money is to be deposited in the form of A/c Payee Bank Demand Draft of any scheduled Bank in favour of "CMPDI Regional Institute, Singrauli". A/C payee Demand Draft should be submitted along with the offer. The EMD of all bidders will be refunded as promptly as possible after opening of price bid and finalization of the tender. The bidders shall submit the mandate form for E-payment as under Annexure -II along with the tender to enable the refund of EMD of unsuccessful bidders. EMD shall bear no interest.

~~Bidders have to sign a bid securing declaration (as per Annexure -4) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD as defined in the request for bids documents, they will be banned for two years from being eligible to submit bids in CHL and its subsidiaries. The banning shall be done under the provisions of the NIT with the approval of Tender Accepting Authority with intimation to all concerned.~~

4. Eligibility Criteria:

A. Permanent Account Number (PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India and submit Photocopy of the PAN Card.

B. Goods and Service Tax (Not Applicable for Exempted Goods/Services):

- a) For goods and Services Tax bidder should be submit either of following-
In case of GST Registered Bidder / Dealer - GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.
OR
In case of GST unregistered Bidder/ Dealer - A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.
If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.
- b) *The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ.*
- c) *The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN as given below:*

State	Unit / HQ	City	GSTIN (Provisional ID)
Madhya Pradesh	RI-VI	Singrauli	23AAACC7475N1ZC

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

- d) Bill form given at Appendix -12 of Manual for Civil Engineering Works - 2015 (Part I) shall form an annexure ([Annexure-A8](#)) to the tax invoice raised by the supplier in compliance of relevant GST Acts, rules & notifications made thereunder.
- e) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that BCCL could be able to avail Input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.
- f) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- g) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- h) In the event of any additional tax liability accruing on the supplier of goods and / or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST declared by the bidder in the BOQ sheet while submitting Price Bid.
- i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- j) **E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier. However, the e-way bill will be arranged by CMPDIL if the supplier/Vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)
- k) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

5. Submission of Bid:

The bidder should strictly comply with following instructions:

Tender must be submitted in sealed SINGLE envelope cover super scribed with the Tender name, Tender notice number along with date at top of envelope and tenderer name & address at bottom left of envelope. The envelope containing the tenders shall be properly sealed. **Stapled envelopes are not accepted.**

The bid shall consists the following:

Sl No	Documents related to Eligibility Criteria	Self-attested documents to be submitted by bidder in support of information/ declaration furnished by the bidder against Eligibility Criteria as Confirmatory Documents.
1	Letter of Bid (LoB)	Letter of Bid (LoB) on the bidder's letter head, in prescribed format (<u>Annexure- A1</u>).
2	Earnest Money Deposit (Ref. Clause No. 3 of NIT)	Refer Clause No. 3 of NIT.
3	Signed copy of NIT	Duly sealed and signed copy of NIT (on all pages) as a token of acceptance of terms and conditions of NIT along with the authorization to sign the tender documents in case the same are signed by a person other than owner / proprietor of the firm.
4	Electrical License etc. (If required)	Class A/B Electrical License valid in M.P. as applicable
5	Undertaking	A commitment is to be submitted in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (<u>Annexure-A2</u>). Undertaking is about the genuineness of information furnished, authenticity of documents submitted and about other commitments.
6	Permanent Account Number (PAN) (Ref. Clause No. 4-D of NIT)	Copy of PAN card issued by Income Tax Department, Govt. of India.
7	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 4-D of NIT)	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder/Dealer - Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority. b) Status: GST unregistered bidder / Dealer - Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules.
8	Mandate Form for Electronic Fund Transfer.	Mandate form duly filled in as per Performa. (As per <u>Annexure-A3</u>).
9	Authorization	Authorization letter to sign the tender document.
10	Bid Securing Declaration	As per <u>Annexure-A4</u>
11	Price Bid	As per <u>Annexure-A5</u> . (The prices quoted must be firm till completion of work. The prices offered should be as per clause 4-B-(b) and given preferably both in words and figures. The Price-bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company

		after taking into consideration of availability of Input Tax Credit, if any, to CMPDIL.). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the BOQ may lead to rejection of bid.)
Note: Any additional/ other relevant documents to support the information/declaration furnished by bidder against eligibility criteria may also be submitted by the bidder against respective eligibility criteria.		
If there is any change in the contents of Letter of bid submitted by bidder as compared to the format of Letter of Bid submitted by the department with NIT document, then the LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.		

6. Bid Submission:

Tenders will be submitted in tender box in sealed covers at Office of the HOD (Env), CMPDI RI-VI, JAYANT, SINGRAULI 486890 (M.P). Bidder may also sent Bid complete in all respect through registered post. CMPDIL RI-6 will only accept registered post within due date of submission.

Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the tenderer's signature.

7. Opening of Bid:

The tender shall be opened at the office of HOD/GM (E&M), CMPDI RI-VI, JAYANT, SINGRAULI 486890 (M.P) at the time and date as given in the NIT. In case scope of work includes technical specifications to be furnished by bidders, matching tender requirement, the same shall also be evaluated and parties qualified / disqualified. In case there is some deficiency in documents submitted by the bidders then the same will be asked from the bidders to submit.

8. Evaluation of Tender:

Bid evaluation shall be done by tender committee after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

9. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate or justified cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.

~~Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.~~

~~Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.~~

~~This Additional Performance Security will not carry any interest and shall be released in the following manner.~~

- ~~i. 30% of additional performance security will release after 60% of the total work is completed.~~
- ~~ii. 50% of additional performance security will release after 80% of the total work is completed.~~
- ~~iii. 100% of additional performance security will release after total work is completed.~~

~~Additional performance security may be furnished in any of the forms as applicable for performance security.~~

10. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified.

11. Refund of EMD:

- a. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- b. The Earnest Money of the unsuccessful bidders shall be refunded after award of work and shall bear no interest.
- c. The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

12. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by Paying Authority as per rule.

If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The Company reserved the right to deduct / withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

13. Recovery of any Claim from Vendor/Supplier:

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money forfeited will be inclusive of GST.

14. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

15. Commencement of Work:

The work should be completed within the stipulated period and the date of commencement shall be reckoned from the 10th working day of issue of work order.

16. Handing Over of Site:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

17. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipment /machineries/vehicles and the technical/supervisory personnel required for execution of the work.

18. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

19. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

20. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified of the award by registered post/speed post/E-Mail/by hand by the employer prior to expiration of the bid validity period.

21. Bid Validity:

The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing.

22. Performance Security:

Performance Security would be 3% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

1. Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
2. Demand Draft drawn in favour of "CMPDIL, RI-6, Singrauli" on any Scheduled Bank payable at its Branch at Singrauli.

The bid security deposited in the form of Demand draft / cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

3% Performance Security will be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects) or receipt of calibration certificates whichever is applicable.

All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit. Retention money will be released after expiry of fourteen days from the end of contract or expiry of guarantee / warrantee period or receipt of calibration certificates whichever is applicable.

23. Postponement of Scheduled Date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

24. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

25. Contract Document(s):

This Tender Notice shall be deemed to be part of the Contract. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings (if any) and any other document issued as NIT document form an integral part of this NIT and shall also form a part of the contract .

26. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor

may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

27. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

28. Compliance of Applicable Labour Laws (If Applicable):

The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act, 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.

The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.

The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc. over any job/regular employment of the CMPDI.

If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.

The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

29. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

30. Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court of the place, where the subject work is to be executed.

31. Exemption from EMD/Security deposit:

Submission of EMD and Security Deposit is exempted in case of the following:

- i. Central / State Government Organization / PSU.
- ii. Firms registered with NSIC / DGS&D for tendered item(s) against submission of valid registration certificate. Copies of DGS&D / NSIC Registration submitted by the Bidders should be self-attested and duly notarized.
- iii. Firms registered under MSME/NSIC Development Act 2006 as Micro or Small Enterprise for the tendered item(s) are exempted from submission of EMD only (For Service tenders only). Self-attested and duly notarized copies of MSME/NSIC registration along with Udyog Aadhar Memorandum (UAM) number shall be submitted by the bidder.

32. Other terms and Conditions-

- a. Paying authority: The HOD (Finance), Regional Institute-VI, Singrauli (MP).
- b. Controlling Authority: HOD (Env.), CMPDI, RI-6, Singrauli or his authorized representative.
- c. Penalty - In case of delay in work execution, a penalty @ 0.5% per week or part thereof subject to a maximum of 10% shall be imposed and recovered along with applicable GST.
- d. In case of any other loss due to mishandling or any other reason caused by the contractor same will be recovered along with applicable GST from the bill of contractor as decided by EIC.
- e. Tenderer should ensure CMPF/EPF and Misc. provision, Act 1948 and allied scheme as applicable.
- f. Bidder has to observe and maintain records as per provision of various statues in force like Contract Labour Act (P&A) 1970, Contract Labour (P&A), Central Rules 1971, Min Wages Act, Workman

Compensation Act and latest amendment thereof. Contractor has to make payment to workers as per prevailing Min Wage Act through Bank Account only. (If Applicable)

- g. **Work Location-** Items have to be calibrated at your calibration laboratory. The equipment will be sent to your site with CMPDIL, RI-6 employee. The item have to return within three days of receipt to our employee. The Address for all Communication is as below:

Office of HOD/GM (E&M)

Central Mine Planning & Design Institute Limited, Regional Institute VI

(CMPDIL, RI-6) Environment Department,

3rd Floor, Jayant, Singrauli, M.P. 486890.

- h. You have to undertake the **calibration** as per this NIT at your calibration lab, **within 03 days** after receipt of equipment and **deliver the calibration certificates to the address given above within 30 days after calibration**. However, early submission of the certificates shall be appreciated.
- i. A Calibration certificate acceptable to NABL should be issued for each Item under Calibration. This certificate should be duly signed and with seal of your lab containing NABL logo.
- j. All the tools, machinery and any other items required for calibration shall be arranged by you.
- k. In case of any damage to instrument during calibration, suitable penalty/deductions will be imposed as deemed fit.

Note:- In case of absence of specific provision in NIT, **GTC of civil manual will be applicable. GTC available on CIL portal under Info bank – manual tab with up to date amendment.**

(Tender Inviting Authority)

Designation.....,

Department.....,

Address.....

SAFETY CODE.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ ”) for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ ” for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber

bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition: before any demolition work is commenced and also during the progress of the work,
 - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary).

They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.
 - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
 - i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every

hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
 14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
 15. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Format of “Letter of Bid” (for Works & Services Tenders)

LETTER OF BID

To,
The HOD(Env.)
Central Mine Planning & Design Institute, RI-VI.
Jayant, Singrauli.

Sub. : Letter of Bid for the work “-----”
Ref. : 1. NIT No.: “-----”
2. Tender Id No. : “-----”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL.

This bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning & Design Institute, RI-VI, Jayant, Singrauli.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning & Design Institute, RI-VI, Jayant, Singrauli(MP) shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information and authenticity of the Documents submitted in support of his Eligibility:

Format of UNDERTAKING

I / We Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S., solemnly declare that:

1. I/ We am/ are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning & Design Institute, RI-VI, Jayant, Singrauli(MP).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/ We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.

Or

- * I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities, if applicable. We shall make necessary payments as required under law.
8. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

- * I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

Mandate Form for ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

To,

The HOD(Env.)

Central Mine Planning & Design Institute, RI-VI.

Jayant, Singrauli.

Sub: Authorization for release of payment due from Central Mine Planning & Design Institute Limited, RI-VI, Jayant, Singrauli(MP) through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

Ref: Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).

1. Name of the Party : _____
2. Address of the Party : _____
City _____ PIN Code _____
3. E- Mail Id _____
4. Permanent Account Number _____

5. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. Date from which the mandate should be effective: _____

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp:

Date:

(Signature of the Authorized official from the Banks)

Format for NON-BANNING or DELISTING CERTIFICATE
(On Bidder's Letter Head)

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

FORMAT OF PRICE BID**BOQ for Calibration of Laboratory Items (MPI Equipment) of NDT lab, RI-VI, Singrauli (MP).**

Sl. No.	Description of work	Qty.	Unit	Unit Rate (Rs)	GST (Rs)	Total Amount Incl. GST (Rs)
1.	Hand Yoke Make: Magnafield (AC/HWDC) Model: MF-ADY, Sr. No.2013	1	Nos.			
2.	Hand Yoke Make: SIMS (AC/HWDC) Model: SMS YA/D, Sr. No.201908013200	1	Nos.			
3.	UV Torch Make: Magnafield EEC Model ULTRA BEAM, Sr. No.:1054	1	Nos.			
4.	UV Lamp Make: Magnafield EEC Model MF-UV-F-100, Sr. No.:13/119	1	Nos.			
5.	Pie Gauge S. No. FI-777/1910	1	Nos.			
Total						

GSTN No of Bidder- _____

Applicable rate of GST- _____

Note:

1. Bidders are required to quote their rate as per BOQ . *in the space provided both in numeric and in words.*
2. GSTN no and applicable rate of GST (in case of Registered Bidder)
3. For more detail specification prospective bidders are requested to visit CMPDI, RI-6, Jayant before quoting the bid.

Place:

Full Signature & Seal of the Authorized person:

Date:-

SOCPE OF THE WORK

Scope of work:

1. Calibration should be done only for the equipment in working condition. The bill will be paid for the calibrated equipment only after receipt and acceptance of valid calibration certificates.
2. The calibrating laboratory should have valid NABL accreditation throughout the period of the work. Valid NABL certificate along with scope of the calibrating laboratory shall be submitted to CMPDI during submission of the bid.
3. Calibration of the above equipment should be done as per NABL norms (ISO/IEC:17025:2017).
4. The evaluation of tender will be done on the total price quoted for calibration of all the above mentioned 5 nos. of equipment.
5. Certificates with NABL symbol are mandatory for all the above equipment.
6. Calibration of equipment shall be done with a master calibrator which should have valid traceability of measurement. The error in the equipment may be rectified if possible and the measured uncertainty along with the error shall be calculated and given in the calibration certificate.
7. Range of calibration and accuracy of each instrument should be mentioned in the calibration certificate.
8. Range of calibration required for each instrument will be intimated during the calibration visit.
9. The validity of NABL certificates for calibration of the equipment should be at least 1 year.

(Tender Inviting Authority)

Designation.....,

Department.....,

Address.....