



cmpdi
A Mini Ratna Company

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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
क्षेत्रीय निदेशक का कार्यालय
Office of the Regional Director
गोन्दवाना प्लेस, कान्के रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Hq:- Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
Regional Institute -IV, Kasturba Nagar, Jaripatka, Nagpur-440014

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NIT No.: CMPDIL/RI-IV/HOD(P&A)/Security/e-tender/1526

Dated: 17-11-15

e-TENDER NOTICE

(NIT for services from DGR sponsored security agencies towards the deployment of about 88 (Eighty-eight) security guards (without arms) on a contractual basis for two years, for place of deployment at CMPDIL,RI-IV,HQ,Jaripatka,Kasturba Nagar,Nagpur and CMPDI RI-IV Murpar Camp/Anandwan Camp/Durgapur Camp/Tekadi Camp, Sub Camps and Drilling Sites in Chandrapur District in the state of Maharashtra, having estimated value of less than Rs3.15 Crore)

1. Tenders are invited on-line on the website <https://mcltenders.gov.in> from the DGR sponsored security agencies/companies/corporations having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following services:

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Contract (In Years)
Supply of Security Guards for Securing CMPDI RI-IV,(HQ) premises at Nagpur (12 Guards and 2 Security Supervisor) & 74 Security Guards at CMPDI Anandwan camp/Durgapur camp/Tekadi Camp/Murpar Camp , Sub Camps and drill sites in Chandrapur District by DGR Sponsored Security Agencies.	31449175.68	NA	NA	Two (02)

2. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time (in Hours)
a.	Tender e-Publication date	visit https://mcltenders.gov.in	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid Submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting	NA	NA
i.	Last date of receipt of Application fee & EMD in case of off-line payment through DD/BC/BPO/BG.	NA	NA
j.	Technical Bid Opening date		

For detail of qualification requirement, and complete and complete tender document, visit our website www.cmpdi.co.in or <https://eprocure.gov.in/cppp>. Detail tender notice is available at <https://mcltenders.gov.in>.

HOD(P&A)



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A Mini Ratna Company

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i.	Last date of receipt of Application fee & EMD in case of off-line payment through DD/BC/BPO/BG.	NA	NA
j.	Technical Bid Opening date		

3. **Deposit of Application fee and EMD:**

[Reference S.No.22 of DGR OM No. 28(3)/2012-D(Res-I), GOI, MoD, dated 09/07/2012]

Sl. no.	Category of Bidders	Documents against exemption of EMD
1.	DGR sponsored Agency/company/corporation	i. Sponsorship letter No.8304003/SA/CMPDIL/2015/Maharashtra/2835//2988/2330/DR ZS Dated 29 Sep 15 ii. Empanelment certificate issued by DGR, iii. Pan Card of ESM Corp/Pvt Ltd/Individual Company.

3.1

Earnest Money Deposit/Contract Performance Guarantee (CPG)/ Bank Guarantee
 DGR sponsored ESM are not required to deposit Earnest Money (EMD). However as per the nature of service and prevalent practices at CMPDIL, a DGR sponsored ESM may be asked to deposit Contract Performance Guarantee (CPG) or Bank Guarantee [Annexure-I] up to a maximum limit not exceeding 10 percent of One month's wage bill. The CPG will be deducted from the ESM's **Monthly service charges** in installments as mutually agreed by the ESM and the CMPDIL, in line with the DGR Operating Guidelines (No. No.28(3)/2012-D (Res-1) of GoI, MoD dated 09July 2012).

3.2 The bidders who are exempted from submission of EMD as per 3.1 above will have to upload the scanned copy of the documents as specified in support of their claim for exemption of EMD during submission of bid online.

3.3 Tenderer should quote their rates excluding the impact of service tax.

3.4 The Bidder should submit MANDATE FORM for e-payment as per the format given in the bid document at Annexure-VI.

4. Clarification of Bid: The bidder may seek clarification on-line within the specified period. However, the management will clarify the relevant queries as far as possible.

5. Acceptance: The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://mcltenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

6. Eligible Bidders :

- a) Government of India vide Department of Public Enterprises Office Memorandum Number 6/22/93-GL-15-DPE(SC/ST) dated 01 Feb 1994 and amended from time to time has instructed all Central Public Sector Undertakings/Enterprises (CPSU/CPSEs) to take security cover from Security Agencies Sponsored by Directorate General Resettlement (DGR). CMPDIL as Directed by CIL follows the procedure of seeking sponsorship from DGR and adheres to Office Memorandum No.28(3)/2012-D(Res-1) of GoI, MoD dt.09July 2012 in supersession of all earlier orders/instructions issued by DGR and MoD.

The eligible bidder is thus the ESM(O) Security Agency/State Govt. owned ESM Corporations duly Sponsored by the DGR for the aforesaid work mentioned in para-1 of the e-Tender Notice.

7. Empanelment:

DGR will follow their standard procedures for registration/ empanelment of security agency scheme. DGR issues Empanelment Certificate and Number which is the basis of determination of seniority in case of awarding contract when the rates quoted by all the participants is same [as per Section 21(b) of the DGR Operating Guidelines]

Status of Empanelment reflects on the DGR website and the change in status needs to be monitored by the empanelled security agency proprietor on a routine basis. It will be the responsibility of the ESM (O) to resolve issues related to “Disempanelment” of “Held-in-abeyance” on a bipartite basis with DGR authorities.

- 8. Validity of Sponsorship:** Since the sponsorship will be valid for 2 years upto the age of 60 years of ESM(O), it is therefore pertinent on the behalf of ESM(O)/Proprietor of Security Agency to intimate CMPDIL and DGR at-least six months in advance, so that a new sponsorship is sought in time.

Since the empanelment needs to be renewed every 3 years, the empanelment status should be informed by ESM(O)/Proprietor to CMPDIL in advance, in case if the empanelment renewal or lapse is due in the current year.

9. Dis-empanelment/ Held-in-Abeyance:

If the Security Agencies/Companies are removed from the active panel of DGR or are Held-in-abeyance under any condition, the issue shall be brought to the notice of CMPDIL, being the principal employer. The issue should be solved between DGR and the ESM (O) Proprietor Security Agency on priority and the status of progress on this matter should be shared with the Company on a monthly basis.

10. Security Agencies/Corporations Office Set up:

A regular local office should be setup in Nagpur,Maharashtra, manned during the office hours . The office should have landline telephone and fax. All correspondence will be sent at the office address. Sharing of office space by security agencies under the same address with each other or engaging in any other commercial activity will make them liable to dis-empanelment /non-empanelment. The Proprietor of the Security Agency will submit Notarized Rent Agreement for office space in the local area within first 30 days of award of contract. In case of self/spouse/ dependent owned premises no such agreement is required. Security Agency will nominate a representative to tackle day to day issues.

11. License under Private Security Agencies (Regulation) Act 2005:

The Proprietor of the Security Agency will submit relevant PASARA License for operation in the state. The Proprietor of the DGR Sponsored Security Agency shall submit the PASARA License to CMPDIL RI-IV,Nagpur as and when instructed.

12. Labour License:

The Proprietor of the DGR Sponsored Security Agency shall obtain a labour license for engagement of contract workmen in accordance with the government order on the subject. The labour license shall be obtained from the office of the concerned central labour department office in the state and submitted to CMPDIL within first 30 days of award of contract.

13. EPF & ESI Accounts: Proprietor of the Security Agency shall open EPF & ESI account in the State of Operations within first 30 days of award of contract. It is however preferred that the PF Accounts of the Security Guards employed by the previously contracted Security Agency is maintained, in case the same security guards are engaged again. For this purpose, liaison needs to be made between the Incumbent and previously contracted Security Agency within the first 30 Days of award of the contract, so that an uninterrupted transition of ESI & EPF subscription takes place.

14. Employment of Security Personnel:

(a) Definition of Ex-Servicemen (ESM):

The eligibility of the retired Defence personnel to the status of ex-Servicemen is governed by the definition as laid down by Department of Personnel and Training. The definition has been undergoing changes from time to time. The following is the broad categorization as per notification available at DGR website at <http://www.dgrindia.com/directorate/kbs4.html>.

- I. Those released before 01 Jul 68. Any person who had served in any rank (whether as Combatant or not) in the Armed Forces of the Union and has been released there from otherwise than by way of dismissal or discharge on account of misconduct or inefficiency.
- II. Those released on or after 01 Jul 68 but before 01 Jul 79. Any person who had served in any rank (whether as a Combatant or not) in the Armed Forces of the Union for a continuous period of not less than six months after attestation and released there from otherwise than by way of dismissal or discharge on account of misconduct or inefficiency.
- III. Those released on or after 01 Jul 79 but before 01 Jul 87. Any person who had served in any rank (whether as a Combatant or not) in the Armed Forces of the Union for a continuous period of not less than six months after attestation if discharged for reasons other than at their own request or by way of dismissal or discharge on account of misconduct or inefficiency and not less than 5 years of service if discharged at own request.
- IV. Those released on or after 01 Jul 87. Any person who had served in any rank (whether as a Combatant or not) in the Armed Forces of the Indian Union and was released/retired with any kind of pension from Defence Budget or released on completion of specific terms of engagement with gratuity otherwise at their own request or by way of dismissal or discharge on account of misconduct or inefficiency and not less than 5 years of service if discharged at own request.
- V. Those released on or after 01 Jul 87. Any person who had served in any rank (whether as a Combatant or not) in the Armed Forces of the Indian Union and was released/retired with any kind of pension from Defence Budget or released on completion of specific terms of engagement with gratuity otherwise than at his own request or by way of dismissal or discharge on account of misconduct or inefficiency.
- VI. In addition the personnel of Territorial Army (TA) of the following categories viz. pension holders for continuous embodied service; persons with disability attributable to military service; and gallantry award winners retired on or after 15.11.86 and the personnel of the Army Postal Service (APS) who are a part of the regular Army and

retired from such service, i.e. directly from the Army Postal Service itself without reversion to P&T Department with a pension or who have been released from such service on medical grounds, attributable to military service or circumstances beyond their control and awarded medical or other disability pension are also covered within the definition of ex-Servicemen w.e.f.19 Jul 89.

- VII. In all cases Recruits are not ex-Servicemen. Armed Forces of the Union means the Army, Navy and Air Force of the Indian Union including Armed Forces of the former Indian States but excludes the persons who have served in Defence Security Corps, General Reserve Engineering Force, Lok Sahayak Sena and Para Military Forces (PMF).
- VIII. The eligibility of the person to the status of ex-Servicemen will be governed by the definition in vogue at the time of his discharge and will not be affected by the changes in the definition subsequent to his discharge.

(b)**Proof of Ex-Servicemen:** Copy of the “*Record of Service*” of the Ex-Servicemen employed will be compulsorily attested by the OIC/Authorized Signatory of the Station Headquarter or “Zila Sainik Board” of the area/district headquarters. Verification of the antecedents of Security Guards so engaged is the responsibility of the ESM(O) Security Agency and failure in this regard shall lead to Penal Deduction as per penalty clause.

15. **Quota of Guards:** As per DGR Guidelines, the quota for each sponsored Ex-Servicemen Security Agency will be up to 120 guards year and for ESM Corporations it will be not more than 1000 guards year, however in order to cater to the additional requirement of CMPDIL,RI-IV,Nagpur the Security Agency will requisition additional manpower from DGR and deploy the Security Guards as and when required.

Note - One Guard Year is defined as One Security Guard employed for 12 months.

16. **Extension of Sponsorship:**

Before expiration of sponsorship, CMPDIL will send requisition to the DGR for New Sponsorship of security agencies. ESM (O) Security Agencies shall work on extension till such time a new sponsorship is sent by the DGR and the work is awarded through the Tender Procedure.

17. **Wages**

(a) **Wages:** All employees engaged by DGR sponsored Security Agency for security work at CMPDIL will be paid wages in accordance with minimum wages notified by DGR. In case the Security Agency deploys Non-ESM Security Guards, their wages will be governed by Maharashtra state Minimum Wages Rule applicable for employment under Shop & Establishment. Non ESM Security Guards will be treated in Unskilled category and wages will be paid accordingly. All statutory deposits and deductions will be governed by the same. At the time of publication of the tender documents CMPDIL RI-IV, Nagpur follows the “Notice of revision of Minimum Wages w.e.f. 01 Oct. 2015, As per DGR letter No.2112/SA/MINIMUM WAGES/EMP” Dated Nil, which is subjected to change in accordance to DGR minimum wages notification published on their website from time to time.

(b) In case of accommodation is provided by CMPDI to Security guards then HRA and ESI on HRA will not be paid as a part of wages.

(c) **Service Charge:** The ESM (O) Security Agency will be paid service charges @ 14% in case of deployment of more than 90% ESM Security Guards. In case the agency fails to maintain deployment ratio of at least 90:10 (ESM:Civilian) then penalty of 6% will be imposed while calculation of service charges and accordingly the agency will be paid service charges @ 8%.

- (d) **Additional Charges:** Additional charges will be levied in case of service being provided in remote/disturbed/hazardous areas as Field Allowance @25% on Basic Pay plus VDA will be entitled to ESM security guards when working in remote/ disturbed areas such as North Eastern States, J & K etc. or when working in areas hazardous to health such as Coal Fields, Mines and Pipelines.
- (e) **Bill:** The monthly payment of the Security Agency shall be made by CMPDIL on submission of bill in duplicate with deploying authority duly pre-receipted within 15 (fifteen) days from the date of submission of bill completed in all respect, unless otherwise the control of the company is unable to make payment due to reasons beyond its control which also include Strike, Law & Order issues, Festivals or any other reasons. The payment shall be made as per the details of the proforma specified, where shifts and date wise presence of security guards will have to be marked as “P/A” whichever is applicable. If the concerned in-charge doesn’t agree to the details incorporated in this chart (regarding absence or presence of guards etc. in any shift), he will mark “A” by red ink against the marked “P” and corresponding correction will be made from the bill to this effect by the Security Agency before submitting the bill. The duly signed proforma in duplicate will have to be submitted by the Security Agency under a covering letter addressed to the concerned authority’s office for raising the monthly bill. Under no circumstances, clearance of the bill of Security Agency has any link with the payment of wages to the Security Personnel on due date by Security Agency.
- (f) Bill needs to be raised by the Security Agency by 4th of every month.
- (g) Payment to security guards /Supervisors will be done by ECS/Cheque (Bank Account) only by the security agency by 7th of each month. In case the salary is not paid by ECS/Cheque due to compelling reasons, DGR will be intimated accordingly. (Amendment issued vide Para 7 of DGR Office memorandum 28 (3)/2012/D(Res-I) dated 16 January 2013)
- (h) The Security Agency will be responsible for making monthly wage payment directly to the Security Personnel engaged by them. No TA/DA, Overtime or any Service Liabilities will be payable by the CMPDIL to the Security Agency.
- (i) **Bill Enclosures:** The following documents need to be enclosed along with the Bill, in order to ensure acceptance towards payment of the same,
 - I. Copy of Attendance duly certified by engaging officer of CMPDIL for the Month against which bill is raised.
 - II. Copy of ESI & EPF contribution receipt of last month
 - III. Copy of Check/Documentary proof confirming payment of Guards through Bank.
 - IV. In case salary of guards not paid through bank account, Copy of Acquittance Roll, duly signed by all Security Guards.

Apart from the above, the authorized representative of CMPDI may also audit the EPF & ESI accounts of Security Guards deployed by the ESM (O) Security on-line. Proprietor/ Representative of the Security Agency shall provide the Login details and assist in such audit. In case of unresolved queries on discrepancy(ies) observed during such audit, user department will have a full right to withhold the bill, till such time the query is answered correctly.

18. **Reports and Returns:**

- (a) **Award of Contract.** CMPDIL will forward the names of the DGR sponsored ESMs who have been awarded a contract within 30 days of commencement of contract, along

with number of guards allocated. Similar report will also be submitted by the Sponsored DGR ESMs concurrently. ESM Corporation will also follow the same procedure unless specifically exempted.

(b) **Strength Return.** A six monthly return (as on first January and first July of each year) of the number of guards employed by the Security Agency/ESM Corporation is required to be submitted to DGR by the ESM/ESM Corporation with countersignature of authorized signatory of CMPDIL.

19. Functioning of Security Agency:

- a. The Security Agency Shall carry out, perform & observe the provisions of the *Payment of Wages Act 1936*, *Minimum Wages Act* as applicable in various states, *Employers Liability Act 1938*, *Workmen Compensation Act 1923*, *Industrial Dispute Act 1947*, *Contract Labour (Regulation & Abolition) Act 1970*, *Employee State Insurance Act 1948*, *Employee State Insurance (Central & General) Rules 1950*, *Employees Provident Funds & Miscellaneous Provisions Act 1952*, *PASARA Act 2005* and/or any other enactments already enforced or to be passed by the Parliament or State Legislature and any Rule enacted there under by appropriate Government, duly accepted by them in any way affecting the personnel deployed by Security Agency.
- b. **Percentage of ESM:** As per the DGR Operating Guidelines, at least 90% ESM should be employed by the individual ESM (O) Security Agency and 100% by the State ESM Corporations.
- c. The agency should cater for relieve duty for providing leave/National Holiday/Weekly rest etc as per DGR guidelines and the agency shall therefore employ required extra Ex-Serviceman/Guard to cater for the same.Provision of staggered rest to ensure uniform manpower availability on all days will be full responsibility of the agency.
- d. The Security Agency will provide the Pay Slip to the security guards and produce the proof of payment “Aquittance Roll”/Documentary proof of bank payment of wages paid to its security personnel for each month to CMPDIL,RI-IV Nagpur.
- e. Though the provisioning of security guards will be the responsibility of the security agency ,The posting of the guards will be the prerogative of the company.
- f. Any or All Security Guards so deployed by the Security Agency in a particular place may be demanded by CMPDIL, RI-IV,Nagpur to be replaced by similar personnel for any reason whatsoever at the discretion of the concerned head of the site.
- g. Documentation: The Security Agency shall deploy Ex-Servicemen, as defined in the Para 14(a) of Office Memorandum No.28(3)/2012-D(Res-1) of GoI, MoD dt.09July 2012 and with age limit as per PASARA Act 2005, who are having their Discharge Book and Medical Fitness Certificate with them. The above Bio-data of Ex-Service men to be deployed by the Security Agency will be furnished to the Company before their posting and on approval of their Bio-Data by the Regional Director,CMPDI RI-IV,Nagpur or his authorised representative, the Ex-Servicemen Security Personnel of the Security Agency may be engaged.
- h. Police Verification: The Security Agency for deployment of Non-ESM Security Guards, must provide the Police Verification Certificate/ Character Certificate/ NOC issued by the Police Officer of their respective domicile or current residential address, along with a valid identity card (PAN Card/ Driving License/Voter ID/Adhaar Card) and experience letter of the previous security agency (if any) along with their Bio-data.

- i. The deployment of the total number of Ex-Servicemen Security Personnel may be increased or decreased at any point of time at the sole discretion of the company and the security agency shall not be entitled to claim any compensation in case of such decrease of number of personnel. The Security Agency shall, however, be entitled to receive payment on the same rates mentioned hereinafter if the number of security personnel is increased at any time by the company.
- j. **Equipments:** The Security Agency will provide their Security Guards with Lathis, Spears, Torches, Body Protection Suits (Riot Gear), Whistles, Siren and/or all such equipments which are necessary for them to discharge their duties.
- k. **Age of Security Guard and Supervisor:** The upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act 2005.
- l. **Physical Fitness:** The Security Guards engaged for work at the premises of CMPDI must be of sound physical & mental health. A medical Certificate from a Registered Medical Practitioner should be enclosed along with the Bio-data and other documents at the time of engagement of Security Guards at the place of work.
- m. Leave/Station leave of the Security Personnel of the Security Agency will be controlled by the Security Agency with proper alternative arrangements and with due intimation to the concerned site in-charge, well in advance. Proper replacement/ relief of the duty shall be made against the leave vacancy.
- n. The outfit/Uniform of the security personnel to be deployed by the security agency will be provided by the Security Agency and all Security Personnel on duty will have to be in the Proper Uniform at all the time. The Security Agency may deduct Uniform Allowance from the wages to provide a good quality uniform for the Security Guards.

20. Extent of Liability:

- a. The Security Agency is the employer of the security guards for all the purposes who have been appointed, supervised and controlled by the security agency. There cannot be employer of employer and CMPDI will not be the employer of Security Agency in any case. Therefore the Security Agency will be the legitimate Employer of Security Guards for any and all purposes. The Security personnel of the agency shall not have any claim of any nature whatsoever against CMPDI Limited, RI-IV, Nagpur and its camps/sub camps/drill site and the security agency will secure an affidavit to this effect from all its employees and deposit the same with the CMPDI Limited, RI-IV, Nagpur. The Security guards deployed by security agency shall not have any right whatsoever to claim any employment with CMPDI Limited, RI-IV, Nagpur at any stage.
- b. In case of any dispute arising out between Security Guard/s and Security Agency with respect to payment of wages, wage rate, condition of work, PF, ESI and/or any other reason whatsoever, the sole responsibility shall lie with the Security Agency to resolve the same, without any impact to the functioning/work at CMPDI. The company will disburse wages as per the DGR Operating Instruction and updates on DGR website for PSUs/CPSEs from time to time and if for any reason any extra payment or difference of wages is demanded by security guards, the onus of payment will lie with the Security Agency.
- c. The Security Agency shall be responsible for the security of the Site and Premises of the company, its executives and employees, including all its equipment and accessories and materials etc at posting sites from all losses by the mean of theft or pilferage. The security agency shall also be responsible for the security of the belongings of the Management and Other property. Further, the Security Agency will also assist the management of CMPDI for taking up and pursuing with the Police Authorities or all matters in connection with lodging FIR, Investigation, Enquiry etc.

- d. The Security Agency shall be solely responsible and liable for payment of all remuneration/allowances and for giving all other benefits to the Ex-Servicemen/Non ESMs personnel to be deployed by the security Agency in the sites aforementioned of the CMPDIL.
- e. In the event of Security Agency committing any default or any breach of any of the provisions as formulated in the foregoing clauses and all the provisions and any of the clauses mentioned in the NIT, or any other enactments passed or to be passed by the parliament or state legislature which applies or affects the Ex-Servicemen of the Security Agency, including the *Workmen Compensation Act 1923*, the security agency shall indemnify the CMPDIL against any liability that may have to be incurred by it by way of implementing all such impositions in the case of the personnel deployed or to be deployed by the security agency.
- f. Guidelines & Instructions as per agreement shall be followed strictly by the Security Agency and the CMPDIL as well.
- g. The Security Agency shall be responsible for proper payment of wages to it's personnel and maintain such records as required under the relevant status and instructions of the Directorate General of Resettlement, Ministry of Defense, Govt. of India and the Security Agency shall have to produce the same to the CMPDIL, if required.
- h. **Death Gratuity:**
In an unfortunate event of the death of a Security Guard/ Supervisor, death gratuity is to be paid to the nominee by the Security Agency as per the Gratuity Act.

21. **Penalty:**

- a. **Deployment of Excess Non-ESMs:** In case it is found out that the Security Agency is deploying more than the sanctioned strength of Non-Ex-Servicemen or if the Ex-Servicemen deployed by the Security Agency do not meet the criteria mentioned above then a Penal Deduction 6% service charge will be deducted i.e in place of 14% service charge 8% service charge will be paid to security agency.
- b. **Absence:** If any shift of any site goes without any guard or if there be any shortfall of any guard at any point of time, a deduction proportionate to the wages rates of that period will be made from the monthly bill of the Security Agency. If any alternative arrangement is made by the CMPDIL to post guard during such period and in case any theft or loss to the property of CMPDIL occur during such period of absence of security guards, the Security Agency shall be liable to pay compensation to the company to the extent of the loss.
- c. **Theft/Loss:** In the event of any theft, burglary, pilferage, larceny or damage to the materials or the property of the CMPDIL, the Security Agency shall be liable to make good the loss, unless it is established that in spite of all possible measures taken by the Security Agency and its Security Personnel on duty, the same could not be avoided. The Security Agency shall also take adequate measures to prevent repetition of such incidents in addition to their responsibility as embodied in the foregoing clauses. The company will be competent to recover such losses from Security Agency in any form.

22. **Conclusion of Contracts:**

- (a) CMPDI as the Principal Employers will ensure that the contracts are concluded as per the CIL Guidelines and will strive to finalize contract within three months of issue of sponsorships.
- (b) In an eventuality of all the DGR Sponsored ESMs(O) quoting the same rates the contract under consideration should be allotted to the senior most DGR sponsored ESM (O) as per empanelment number.

(c) In case the Principal Employer decides to cancel the tender, then the sponsorship letter will be treated as cancelled, and seniority of all the sponsored ESMs(O) will remain unchanged.

(d) Agreement between the Principal Employer and the DGR sponsored ESM(O) should be for a period for which the DGR has sponsored the ESM/ESM Corporation. Re-sponsorship will follow the same procedure as sponsorship.

23. Legal Aspects:

(a) “*Ignorantia juris non excusat*” or Ignorance of Law is no excuse, hence the proprietors should have thorough knowledge of contract and Labour Laws and other statutory components as revised from time to time.

(b) Antecedents of ESM being employed should be ascertained by the proprietor. The ESM employed by the agency/company should fill proper recruitment forms. The terms of engagements of security guards must be clearly spelt out in writing by the proprietors.

(d) The proprietor will present himself in person for all dealings with Principal Employers. No dealing through representatives on Power of Attorney is permitted.

(e) All disputes will be subject to the jurisdiction of Maharashtra courts and relevant laws.

24. Integrity Pact & Independent External Monitors:

Central Mine Planning & Design Institute Limited (CMPDI) has entered into an M.O.U with M/S. Transparency International India for implementation of integrity pact for tenders valuing ₹ 1.00 crore and above. The integrity pact document to be signed by the bidders is enclosed (Annexure-V). This integrity pact is deemed to have been signed by CMPDI authorities and a copy may be downloaded by the bidder for their record. Submission of integrity pact document duly signed, stamped and accepted is mandatory for this tender. Therefore, the bidders are advised to scan and submit the integrity pact document duly signed, stamped and accepted with signatures of two witnesses, mentioning the tender no. and date.

In case this is not submitted along with the tender, the tender may be considered as unresponsive and may not be considered further for evaluation.

Names and addresses of independent external monitors is as under:

1. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi – 110048. Ph. No.: +91-11-29237274, Cell No.: 9968073976. e-Mail Id: lcsinghi@yahoo.com ; lcsinghi@gmail.com	2. Dr. S.M. Jharwal, IES (Retd.), Flat No.: 69, IES Appartment, Plot No.: 9, Sector-IV, Dwarka, New Delhi. e-Mail Id: jharwal@nic.in
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25. Eligibility Criteria:

25.1 Permanent Account Number (PAN): The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

25.2 Professional Tax Registration : The bidder should possess Professional Tax Registration Issued by Maharashtra government.

25.3 Service Tax Registration : The bidder should possess Service Tax registration.

25.4 Sponsorship letter from DGR: The bidder must be a DGR sponsored Agency/ company/ corporation for the work.

25.5 Empanelment Certificate: The bidder should possess certificate of empanelment issued by the DGR in his favour for the subject service.

25.6 PASARA License :The bidder, should possess PASARA License for the state of operation as per point 7(C) of DGR sponsorship letter No. 8304003/SA/CPDIL/2015/Maharashtra/2835//2988/2330/DRZS dated 29 Sep 2015.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

i) Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India in the form of Yes / No.
Note: In case the bidder is a Joint Venture, each individual partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

ii) Confirmation regarding Professional Tax Registration in the form of Yes / No.

iii) Confirmation regarding DGR sponsored Agency/ company/ corporation in the form of Yes/No.

iv) Confirmation regarding Empanelment Certificate in the form of Yes / No.

v) Confirmation regarding PASARA License in the form of Yes / No.

vi) Confirmation regarding Valid Service Tax Registration in the form of Yes / No.

vii) Confirmation regarding digital signature certificate (DSC) holder who is bidding online in this tender is the bidder himself or possess the authorization from the bidder to bid on behalf of the bidder, in the form of Yes / No.

25.8 **Service Tax Status of Bidder**: The Bidder should be in possession of Sales tax Registration Certificate and must quote TIN No. in every communication/transaction with the CMPDI.

26. Submission of Bid:

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of MCL (<https://mcltenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a partnership firm/ Joint venture/ Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including PASARA

License and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

- c. **Letter of Bid:** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and **will be printed on Bidder's letter head** and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

- d. **Price bid:** The Price bid containing the **Bill of Quantity** will be in Excel format and will be downloaded by the bidder and he will quote the rates for the desired item in the respective cells on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the list given in the BOQ:

27. All bids are to be submitted on-line on the website <https://mcltenders.gov.in>. No bid shall be accepted off-line.
28. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL / MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
29. The Technical-bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. Thereafter, the Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clause No. 25 (Eligibility Criteria). This on-line evaluation will be validated by CMPDIL/MCL.
30. After evaluation of Technical-bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.
31. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened online, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted in the NIT will be specified on-line by Evaluator indicating the start date and end date allowing 7 days (7 x 24 hours) time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information

on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self-certified and attested by notary public of all the specified documents in support of the information/ declarations furnished by them on-line within the specified period of 7 days. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

Sl. No.	Eligibility Criteria	Scanned copy of documents (self-certified and attested by Notary Public) to be uploaded by L-1 bidder in support of Information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	Permanent Account Number (PAN) (Ref. Clause No.25.1 of NIT)	PAN card issued by Income Tax department, Govt. of India. (In case of JV, PAN card for each individual partner of JV).
2.	Professional Tax Registration (Ref. Clause No.25.2 of NIT)	The bidder should possess Professional Tax Registration Issued by Maharashtra government
3.	Service Tax Registration (Ref Clause No 25.3 of NIT)	The bidder should possess valid Service Tax Registration
4.	Sponsorship letter from DGR (Ref. Clause No.25.4 of NIT)	The letter issued by the DGR in favour of the bidder sponsoring it for the subject work.
5.	Empanelment Certificate (Ref. Clause No.25.5 of NIT)	Empanelment Certificate issued by the DGR. As per point 7(b) of DGR sponsorship letter No. 8304003/SA/CMPDIL/2015/Maharashtra/2835//2988/2330/DRZS dated 29 Sep 2015
6.	PASARA License (Ref. Clause No.25.6 of NIT)	The bidder, should possess PASARA License for the state of operation as per point 7(C) of DGR sponsorship letter No. 8304003/SA/CMPDIL/2015/Maharashtra/2835//2988/2330/DRZS dated 29 Sep 2015
7.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. <u>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder</u>
8.	An Affidavit on a non-judicial stamp paper of minimum value of ₹10 regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure II.	
9.	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant document(s) to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.	

32. The Tender Committee will examine the uploaded documents against information/ declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 X 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will

be the bidder's responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self-certified and attested by notary public of those specified documents within the specified period of 7 days.

- 33.** No additional time will be allowed to the bidder for on-line submission of documents.

The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- a. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of contract.
- b. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then re-tender will be done (with the same or different quantity, as per the instant requirement). In this retender, offer from this bidder will not be accepted.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second time Retender, then this penal action will not be applicable.

- c. If the L-1 bidder fails to submit the requisite documents online as per NIT or if any of the information/ declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in MCL and re-tender will be done.
- d. It is responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
{The Penal action against clause (b) and (c) above will be enforced from the date of issue of such order}

- 34. One Bid per Bidder:**

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. 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 Bidder's participation to be disqualified.

- 35. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

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

- 37. Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees (INR) only.

38. The contract will be for two years from the date of issue of order or the date of execution of agreement, whichever is later.
39. On completion of the contract all items/materials of the Company and possessed by the security guards during operation, if any must be returned/ handed over to the Company/employer and the agency shall intimate officially of having completed the contract as per agreement.
40. The agency will deploy the security guards in as many numbers as per contract/ agreement on the sites/locations points suggested by the Authorized representative of CMPDIL/Site Incharge of the Company deployed for the same.
41. **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.
42. 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.
43. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The successful bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Order issued by the Company, the successful tenderer shall execute **contract agreement** in the company's prescribed form (**as per Annexure-III**) for the due fulfillment of the contract.

44. **Bid Validity:**

The validity period of the tenders shall be **120 (One Hundred twenty)** days from the **end date of bid submission**.

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. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/ EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.45 (Modification and Withdrawal of Bid) of NIT.

45. **Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in MCL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 year from participating in tenders in MCL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under
 - i). If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

46. 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.
47. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

This Tender Notice shall be deemed to be part of the Contract Agreement. The DGR Empanelment Certificate, PASARA License, Office Memorandum 28 (03)/2012/D(RES-I) dated 16 January 2013, and Sponsorship letter no. 8304003/SA/CMPDIL/2015/Maharashtra/2835//2988/2330/DRZS dated 29 Sep 2015 and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

48. No subletting of the contract as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.
49. The tenderer shall have to ensure implementation of DGR guidelines in respect of CMPF/EPF, if applicable, in respect of the security guards deployed by him as detailed in the tender document.
50. 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 tenderers or accept the tender in part and not in its entirety. The Company/employer will follow the seniority order as mentioned in the Sponsorship letter no. 8304003/SA/CMPDIL/2015/Maharashtra/2835//2988/2330/DRZS dated 29 Sep 2015, if and when required/applicable.
51. 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, where the subject work is to be executed.

**Tender Inviting Authority
HOD (P&A),
CMPDIL,RI-IV
Jaripatka,Kasturba Nagar
Nagpur, Maharashtra,
PIN: 440014.**

ANNEXURE I

PROFORMA OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT.

**The CMPDIL,RI-IV
Kasturba Nagar,Jaripatka
Nagpur-440014.**

Dear Sir,

In consideration of **M/s CMPDIL, RI-IV** having its Registered Office at Jaripatka, Kasturba Nagar, **Dist-Nagpur, PIN-440014** (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. for (hereinafter referred to as "the contract" to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till

Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri who is authorized by the Bank.

Under jurisdiction of court only.

The guarantee is operative atBank at Branch, India.

The Postal address, Telephone No., FAX No. and e-mail address of both the outstation bank issuing the BG and Local operating Branch are as under:

Sl No.	Particulars	Issuing Bank	Local Operating Branch
1	Postal Address		
2	Telephone No.		
3	Fax No.		
4	e-mail address		

Note - Bank Guarantees issued by outstation Banks shall be operative at their local branch.

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder

(For genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility) Non-Judicial Stamp Paper (minimum value of ₹10).

AFFIDAVIT

I/We, -----, Partner/Legal Attorney/ Accredited Representative of Sri/Smt/M/s ----- (Name of the Bidder), solemnly declare that :

1. I/We have submitted Tender for the Work -----
-----against Tender ID-----
---- dated -----.
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic.
4. If any information furnished by me/us on-line and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, banning/ delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.
5. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “ _____ ” for a period of _____ year(s), effective from _____ to _____ .

Signature of the Tenderer

Dated: _____

Signature & Seal of Notary

PROFORMA FOR EXECUTION OF AGREEMENT.

STAMP PAPER.

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General terms & conditions. Special conditions and General technical specification (Page to ...)
 - iii) Schedule-B The probable Quantities and Amount (Page ..to ...) iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs. only, from the amount of Rs. deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby convenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner.

Signature

2 Partner

Signature

On behalf of M/S.....
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____
Address:
Occupation:

Signature

Signed by Srion behalf of
(Name of Company) in presence of -

Signature

1. Name:
Address:

Signature

Format of Letter of Bid

LETTER HEAD OF BIDDER

(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF MCL)

**To,
The Regional Director
CMPDI,RI-IV,Nagpur
Maharashtra-440014**

Sub: **Letter of Bid for** “Supply of Security Guards for Securing CMPDI RI-IV,(HQ) premises at Nagpur (12 Guards and 2 Security Supervisor) & 74 Security Guards at CMPDI Anandwan camp/Durgapur camp/Tekadi Camp/Murpar Camp , Sub Camps and drill sites in Chandrapur District by DGR Sponsored Security Agencies.”.

Ref: 1. **NIT No: CMPDIL/RI-IV/HOD(P&A)/Security/e-tender /1526 Dated: 17.11.2015**

2. Tender Id No:-

Dear Sir,

I/We offer to Supply the Security Guards as per our Bill of Quantity submitted in accordance with the conditions of the NIT document as available in the website.

The Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender 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 document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required.)

Yours Faithfully

(Signature of bidder or authorized person of
bidder or DSC holder bidding online with
authorization from bidder)

- 1.Name of authorized signatory
- 2.Type of authorization
- 3.Name of the bidder
- 4.Address
- 5.E-mail address
- 6.Mobile number
- 7.Fax number
- 8.Telephone number
- 9.Place
- 10.Date

INTEGRITY PACT

Between

Central Mine Planning and Design Institute Limited (CMPDI)
RI-IV .Nagpur

hereinafter referred to as “Principal”

And

..... hereinafter referred to
as “The Tenderer/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Tenderers/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal has appointed external independent Monitors (refer Clause 26 of Terms and Conditions) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section- 1 - Commitments of the Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process. Provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer could obtain an advantage in relation to the tender process or the contract execution.
 3. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section – 2 - Commitments of the Tenderer/Contractor

- (1) The Tenderer/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Tenderer/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Tenderer/Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Tenderer/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Tenderer/Contractor will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
4. The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3- Disqualification from tender process and exclusion from future contracts.

If the Tenderer, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Tenderer accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (3) If the Tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section- 4- Compensation for Damages

- (1) If the Principal has disqualified the Tenderer from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- (3) The Tenderer agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer/Contractor can prove and establish that the exclusion of the Tenderer from the tender process or the terminate of the contract after the contract award has caused no damage or less damage that the amount of the liquidated damages, the Tenderer/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section-5 - Previous transgression.

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section-6 Equal treatment of all Tenderers/Contractors/Subcontractors

- (1) The Tenderer/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Tenderers, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.

Section-7 Criminal charges against violating Tenderers/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Tenderer, Contractors or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section – 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal).

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms and being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word “Monitor” would include both singular and plural.

Section- 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all the Tenderers 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section-10 Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Sign for Principal)

Place:

Date:

(Sign for the contractor/Tenderer)

Place:

Date:

Witnesses:

1.

2.

Annexure-VI

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

To

Central Mine Planning & Design Institute Limited,
RI-IV,Kasturba Nagar, Jaripatka,
NAGPUR 440 014 (M.S.)

Sub. : Authorization for release of payment due from **Central Mine Planning & Design Institute Limited**, RI-IV,Kasturba Nagar, Jaripatka,NAGPUR 440 014 (M.S.)
through Electronic Fund transfer / Internet Banking.
(SBI-NET)

Ref. : OrderNo. _____ 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 _____
E- Mail Id _____
Permanent Account Number _____

3. **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 updating 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)