



Central Mine Planning & Design Institute Ltd.
 (A Mini Ratna Company - Subsidiary of Coal India Ltd.)
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e-Tender Notice

For the work of Printing of annual report of CMPDIL for CMPDI(HQ), Ranchi for FY 2015-2016

NIT No. : CMPDI/2016/F-26/E-TENDER/2016-17/E-4697
Date : 11.05.2016

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible Bidders 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 work:

Description of work	Estimated cost of work (In INR)	Earnest Money (in INR)	Period of Completion from date of award of work (Days).
Printing of annual report of CMPDIL of FY 2015-2016	₹ 207071.00 (Rupees Two Lakhs Seven Thousand Seventy one only)	2071.00	15 days Time is one of the most important essence of the contract

2. **Time Schedule of Tender:** As give on the on-line tender document.

Sl. No.	Particulars	Date	Time (in Hours)
a.	Tender e-Publication date	As available on website https://coalindiatenders.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		
j.	Bid Opening Date		

3. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice shall be available at websites www.cmpdi.co.in & <http://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

4. Clarification of Bid:

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission.

5. Deposit of EMD:

The bidder will have to submit EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL bank account and the information flows from Bank to e-Procurement system.

In case of exemption of EMD the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

6. User Portal Agreement:

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://coalindiatenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Pre-Bid Meeting:

The pre-bid meeting shall be held in the office of Company Secretary CMPDIL (HQ) / Tender Inviting Authority with address on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.

8. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.9 of NIT and 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.

8.1 **Qualification of the Bidders:**

Bidders are advised to upload documents as per the CHECK LIST of documents and verify that all the information required, have been furnished. Non- submission of documents/ information as per list given in the CHECK LIST will be considered as a non-responsive bid and will be rejected.

8.2 To qualify in works mentioned in the Table above tenderers must have experience in the similar nature of work.

The undertaking for execution of similar works is to be uploaded in the format given in [Section-3](#).

9. **Eligibility Criteria**

9.1 **Work Experience:**

The Intending bidder must have in its name experience of having successfully **completed similar** works, as a prime contractor, during last 3 (Three) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :

Three similar **completed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

The definition of *similar nature* of work shall be as follows:

“Printing of annual reports of a company, Printing of Magazines, Printing of books and periodicals”

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited(publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as ‘acceptable’ if the construction part is completed as on the last date of ‘eligibility period’, even if maintenance work is ongoing, and the certificate issued clearly stipulates the same .

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

a. Data to be furnished by the Bidders :

- i. Start date & end date of each qualifying experience (similar nature),
- ii. Work order Number / Agreement Number of each experience,
- iii. Name & address of Employer/Work Order Issuing authority of each experience,
- iv. Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium),
- v. Executed Value of work against each experience,
- vi. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

Technical evaluation by the System:

- a. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- b. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- c. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- d. The system shall check the experience with highest value whether it exceeds 80% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- e. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- f. The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.
- g. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- h. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought online. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

9.2 Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

- i. Annual turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii. Membership Number of the CA.
- iv. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Technical evaluation by the System:

- a. The system shall have to calculate the 30 % of the estimated value (ECV) as the required average turnover of the bidder.
- b. The system shall calculate the average of the financial turnover of 3 years furnished by the bidder by adding 5% for each completed year (total number of days/365) after the end of respective Financial Year (i.e. 31st March) till the last day of month previous to one in which e-Tender has been invited.
- c. The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.
- d. If any bidder does not submit the Turnover value for any of the 3 years, the system will not disqualify him and instead shall consider all 3 years for computing the average by assuming a value of ‘zero’ for the year for which no information is given by bidder..

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

9.3 Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding possessing of PAN

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

PAN CARD of the bidder

9.4 VAT/Sales Tax Registration:

The bidder should possess a VAT/ Sales Tax Registration issued by Sales Tax department of any Indian State/UT.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of VAT/Sales Tax Registration.

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

VAT/ Sales Tax Registration Certificate

9.5 An Affidavit:

An Affidavit on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents **uploaded** by him on line in support of his eligibility, as per the format given in the bid document at **Section-3**.

9.6 Legal Status of the bidder:

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder
4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.

9.7 Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. 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 is required.

9.8 Banning:

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

~~9.9 Provident Fund:~~

~~The bidder should possess a Provident Fund Registration Certificate issued by Govt. Deptt. of any Indian State.~~

9.10 General Essential Requirements for both Services and Works:

In order to qualify in the tender the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation (GTE) items.
- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT.

Data to be furnished by Bidder on-line:

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement.
- ii. Confirmation in the form of **Yes/No** for each GTE item.

Technical evaluation by the System:

System will capture data in the **Agree/Disagree** or **YES/NO** format from the bidder and will decide the eligibility for (i) & (ii) above. For (iii), the confirmatory documents will be downloaded and evaluated by Tender Committee as explained in Part I. The outcome is to be uploaded on line in Confirmatory Document page by Evaluator

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

9.11 Check List of Documents to be uploaded by the Bidders.

Sl. No.	Eligibility Criteria	Information to be furnished by bidder on line	Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	<p>Work Experience: The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully completed similar works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :</p> <p>Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p>Or</p> <p>Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.</p> <p>Or</p> <p>One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.</p> <p>In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable</p>	<ol style="list-style-type: none"> 1. Start & end date of each qualifying experience (similar nature), 2. Work order/ Agreement Number of each experience, 3. Work Order Issuing authority of each experience, 4. % share of experience (100% in case proprietor or a partner in a partnership firm or the actual % of share in case of a Joint Venture/ Consortium), 5. Executed Value of work against each experience. 	For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

	<p>document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.</p> <p>In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.</p>		
2	<p>Financial Turnover:</p> <p>Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.</p> <p>(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).</p>	<ol style="list-style-type: none"> 1. Annual turnover of the last 3 financial years ending 31st March of the previous financial year. 2. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate. 3. Membership Number of the CA 	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.
3	<p>Office at Ranchi :</p> <p>Documentary evidence showing office/place of business at Ranchi.</p>	Confirmation in the form of Yes/NO for having office at Ranchi	Any document which states the Bidder is having an office at Ranchi
4	Legal Status of the Bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<p><u>Any one of the following document:</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of

			Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
5	Permanent Account Number (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India
6	Digital Signature Certificate (DSC):	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. 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
7	VAT / Sales Tax Registration	Confirmation in the form of Yes/NO for possessing the supporting documents	VAT/ Sales Tax Registration Certificate from any Indian State/UT
8	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in Chapter I		
9	Any other document to support the qualification information as submitted by bidder on-line.		
	Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents 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.		

10. **Submission of Bid:**

- 10.1** The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.
- 10.2** In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.3** The bidder will have to submit **EMD through ONLINE mode only**. In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through **NEFT/ RTGS** from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to **CMPDIL's** designated Account. In case of payment through

NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL account and the information flows from Bank to e-Procurement system.

- 10.4 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

- 10.5 **General Instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:

- (i) Bidders are required to submit offers on-line containing offers in two parts.
- (ii) Two Parts of the bid should contain the details as follows:

Part-I: Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in cover.

Part-II: Prices, only in the Excel format, as indicated in the Tender Document and as uploaded on the website (for this particular tender).

- 10.6 For online submission of tender the bidders will have to upload “Letter of Bid”, all the confirmatory documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in cover I.

- a **General Technical Evaluation:** The bidder has to fulfil/comply to all the terms of ‘General Technical Evaluation’ (GTE).
- b **Letter of Bid:** The format of Letter of Bid (LOB) 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.

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.

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.

- c **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid. The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.
- d **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage 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). 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.

The Price Bids of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above (and also online) will be rejected. Any alteration/ modification in the excel format may lead to rejection of the bid.

Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax payable by the Tenderer / Service Provider will be reimbursed on production of documentary evidence towards payment of such Service Tax to the Government Exchequer.

The Tenderer (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him / them. Such bills should necessarily contain Contractor's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challans should have to be submitted for separate services with specific mention of the services rendered to the CMPDI.

In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by CMPDI.

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

- 10.7 Modification and withdrawal of Bid :** Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online 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 that particular 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:

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in **CMPDI**.

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.
Penal action against clauses above will be enforced from the date of issue of such order.
- iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of **CIL/Subsidiary**

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be

considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

- 10.8 Tender Status:** It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). 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 Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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 portal. Under any circumstance, CMPDIL 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.

11. Automatic Evaluation (Technical):

- 11.1** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system
- 11.2** Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

12. Opening And Evaluation Of Tender:

12.1 Opening of bids:

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the pre-scheduled date & time of Tender Opening. After opening of the tender on the scheduled date & time of opening, the system will automatically evaluate the particulars as contained in the GTE, TPS.

After opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

12.2 Tender evaluation:

- A.** After opening of Price-bid (~~after finishing reverse auction in case of tender cum auction~~), the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine

the uploaded documents against information/declarations furnished by the L1 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.

- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online mentioning the omissions/shortcomings in the uploaded documents and 10 days (10 x 24 hours) time will be allowed indicating start date and end date 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 will 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 regularly after opening of bid. No separate communication will be made 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 all those specified documents in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L-1 bidder fails to submit the specified document/s in 10(Ten) days, 10 more days (10x24 hours) of time will be given clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.
- C. The tender will be evaluated 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.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract. .
- E. 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 his bid shall be rejected and **EMD or Rs. 1.00 lakh, whichever is lower, of L-1 bidder will be forfeited.**
- F. ~~In case of submission of EMD in the form of BG, if L-1 bidder fails to submit the original BG within 7(seven) days as per Annexure-I, his bid will be rejected and he shall be debarred for a period of 1(one) year for participating in the future tenders of CMPDIL.~~
- G. In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender will be cancelled and retendered.
- H. In case the L-1 bidder is rejected due to non-compliance of confirmatory documents (~~including non-submission of original BG~~) then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder will be evaluated by TC and the process will be followed as mentioned in clause no. A to F above.
- I. The process as mentioned at clause H shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- J. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- K. The L-1 bidder/s(either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s 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 his bid shall be rejected and the **EMD of L-1 bidder will be forfeited**.

L. It is responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.

12.3 The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

12.4 After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

12.5 EMD Refund:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

13. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

14. ~~Cancellation of Tender:~~ ~~Any tender published on the e-Procurement portal will be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".~~

~~It will be the responsibility of the Publisher of tender to conclude the published tenders to its logical end within the original bid validity period.~~

~~Tenders should be cancelled only under exceptional cases with due approval of Tender Approving Authority. In case of tenders where Board of Directors of CMPDIL is the Tender Approving Authority, in such cases the approval of CMD, CMPDIL will be required. However, for cancellation of Tender due to non-receipt of any bid, no approval will be required.~~

~~In all such cases the Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.~~

~~The Cancellation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Cancellation of Tender, in true sense, is not a~~

~~Corrigendum to NIT, the Tender Cancellation Notice will be uploaded only on the e-Procurement portal.~~

15. All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.
16. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document (**Annexure-VI**).
17. 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.
18. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

19. **Subletting/Sub-vending:**

Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted. Any deviation in this regard may be considered a Breach-of-Contract and shall be dealt with as per company regulations.

20. 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.
21. 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.
22. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of works (if required) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

23. **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.

24. **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.

25. 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.
26. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

27. **Currencies of Bid and Payment:**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

28. The work should be completed **within 15 days** and the date of commencement of the work will be reckoned from the actual date of Signing of Agreement.
29. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by CMPDI prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line.

30. **Validity of offer:**

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.10.7 (Modification and Withdrawal of Bid) of NIT**.

31. (a) All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. All incidental, 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 tender and /or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Any decrease in duties, taxes, levies etc. as above shall be recovered by the Company.

The company reserves the right to deduct/withhold 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.

- (b). Service Tax applicable for this work/service will be paid by the Contractor; hence the service tax applicable for this work/service should be shown separately in the BOQ/Price Bid to be quoted by the bidder.

After the award of work, Contractor will have to submit VAT Registration certificate on works contract from the state of Jharkhand, before execution of agreement.

32. In case the works / service is awarded to a joint venture participating in the tender they have submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.
33. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) 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.

34. Non-disclosure/ Confidentiality clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

If services are not found satisfactory, CMPDI reserves the right to cancel the contract.

- 35.** 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 Court at Ranchi (Jharkhand) only.

36. Integrity Pact:

The Integrity Pact **as per format given under General Terms & Conditions has to be accepted by the bidder through the User Portal Agreement.**

The Two Independent Monitor nominated for this tender shall be as under-

Prof(Dr.)L.C.Singhi, IAS (Retd.), L-31 Third Floor, Kailash Colony, New Delhi - 110 048 Phone no. 91-11-29237274; Mobile no. 9968073976 e-mail : lcsinghi@yahoo.com ; lcsinghi@gmail.com	Dr. S.M.Jharwal, IES (Retd.), Flat No.69, IES Apartment, Plot No.9, Sector-4, Dwarka, New Delhi; e-mail : jharwal@nic.in
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भवदीय

कम्पनी सचिव

ANNEXURE I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR **GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE 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. Myself/Our Partners/Directors don't has/have any relative as employee of
..... (Name of the Company).
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. *I/We have submitted particulars of existing Sales Tax / VAT registration, if applicable. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. 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.
8. *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.

9. *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)).

10. 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.

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

PROFORMA FOR **LETTER OF BID TO BE UPLOADED BY BIDDER DURING
SUBMISSION OF BID ONLINE :**

FORMAT OF “Letter of Bid”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,
The Tender Committee
CMPDIL, Ranchi.

Sub. : Letter of Bid for **“Printing of annual report of CMPDIL of FY 2015-2016.”**

Ref. : 1. NIT No.: “-----.” (to be filled by the Bidder)
2. Tender Id No. : “-----.” (to be filled by the Bidder)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, 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 fulfill 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 CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and CMPDIL, Ranchi.

In case of our failure to abide by the said provisions of CMPDIL, Ranchi 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.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

ANNEXURE III

PROFORMA OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT.

To,
The HOD, P&A,
CMPDIL HQ,
Gondwana Place,
Kanke Road, Ranchi-834031.

Dear Sir,

In consideration of **M/s CMPDI Limited** having its Registered Office at Gondwana Place, **Kanke Road, Dist-Ranchi, PIN-834008** (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 authorised 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 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
 - v) Schedule-D: Letter of Acceptance/Work Order (Page .. to ..)
 - vi) 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 covenants 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 _____

Signature

Address:

Occupation:

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

Signature

1. Name:

Signature

Address:

INTEGRITY PACT

Between

Central Mine Planning and Design Institute Limited (CMPDI) 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 than 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)
(Sign for the contractor/Tenderer)

Place:
Date:

Place:
Date:
Witnesses:
1.
2.

SCOPE OF WORK

Sl.No.	Particulars	Description
	NUMBER OF COPIES	
1	Annual report in English	400
2	Annual report in Hindi	150
	NUMBER OF PAGES PER BOOK	
1	Text B/W printed on white paper	76
2	Text B/W printed on blue ML paper	76
3	Text multi-colour on art paper	78
	PAGE SET-UP	
1	Size	Custom (11.5"*8.25") Orientation: Tall/Vertical
2	Margins	Inside=1" Top=1" Outside=1" Bottom= 1"
3	Type Area including folio head and folio No. = 9.25"*6.25"	
	STYLE SHEET (Page make-up preferably through Page Maker only)	
(a)	Typeface	Body text in Helvetica or Univers 45 Light Normal or Arial & folio head in Helvetica or univers 45 L or Arial Oblique.
(b)	Leading	Auto
(c)	Word spacing	150%
(d)	Letter Spacing	10%
(e)	Space between coloumn	0.2"
(f)	Folio head	3/8 th inch above the 1 st line of the text 10pt. univers 45 L.Italics+All Caps+Half inch from left line 0.5 pt.thick (in Hindi 12 pt. Light)
(g)	Main head	13 pt.45 Univers Bold+ All Caps (in Hindi 16pt. Bold)+ centered.
(h)	Body text	11pt. justified + first indent 0.375" (in Hindi 13pt. Light)
(i)	Sub head	Always separate line, 11 pt. Bold Upper/Lower + Flush Hindi 14pt. Bold
(j)	2 nd Sub-head	Always separate line 11 pt. Bold/ Lower+ Flush Left (in Hindi 13 pt Bold Italics).
(k)	3 rd Sub-head	Always alongwith the text line 11pt Normal italics flush left (in Hindi 13pt. Light Italics)
(l)	Table Column heading	8pt Bold Upper/Lower+Centered (in Hindi 12pt Bold)
(m)	Table Text	8pt. Normal +Flush Left (In Hindi 12pt. light)
(n)	Folio Number	11pt. normal at bottom center 1/4 th inch below last text line.

(o)	Main Chapter heads	18pt. Bookman Bold upper/Lower, Centralised
	SINGLE COLUMN CHAPTERS (7" width except for the specific ones indicated)	
1	Contents (Special measure 3.5")	
2	Present & Past management	
3	Bankers & Auditors (Special measure 2.25")	
4	Note	
5	Operational Statistics, Financial Position	
6	Audit Sheet (multiple column tabular)	
7	Balance Sheet (multiple column Tabular)	
8	Accounting Policy	
9	Comments of Comptroller	
	Column chapter measure (7" width with 0.2" space between the columns)	
	Directors Report	
	Addendum to Directors reports	

PAPER : 80GSM Maplitho/Print Plus/Super Printing Paper to be used:
Printed material must be folded, gathered and sent unbound and uncut.

DELIVERY TERMS

The destination point for delivery of materials will be as follows:

Sl No.	Description	Consignee	Destination Point (place of delivery of materials)
1.	Annual Reports of CMPDIL (550 Copies) of FY 2015-2016	Company Secretary, CMPDI Ltd. Or as Authorized by Company Secretary, CMPDI Ltd.	CCL Press, Darbhanga House, Kutchery Road, Ranchi -834029 (Jharkhand)