



सीएमपीडीआई  
**cmpdi**  
A Mini-Ratna Company

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## **TENDER DOCUMENT**

### **FOR PRINTING MAGAZINES**

**CATEGORY: (1) MINETECH**

**(2) GONDWANA BHARTI**

**(YEAR : 2017-19)**

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**e-Tender Notice****1. Name of Work:**

Tenders are invited on-line on the website <http://coalindiatenders.nic.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 (Rs.)	Earnest Money(Rs.)	Application fee (Rs.)	Period of Completion
<p>Printing of CMPDI's in-house quarterly Magazines titled 'Minetech' (to be printed mostly in English) &amp; 'Gondwana Bharti' (to be printed in Hindi). The number of copies to be printed will be 2000 for each issue of 'Minetech' and 1500 copies for each issue of 'Gondwana Bharti' and total 08 (eight) issues of each magazine will be printed during the Financial Years 2017-18, 2018-19 and 2019-20 (i.e. Jul-Sep'17 to Apr-Jun'19 issues).</p> <p><b>Note:</b> Contract may be extended for printing of further 02 issues of each magazines subject to decision of CMPDI management on the same rate/terms &amp; conditions.</p>	<b>16,60,000.00</b>	<b>20,800.00</b>	<b>00.00</b>	45 days after providing soft copy of printing materials for each issue of both magazines. The total time for printing and delivery of eight issues of each magazine complete in all respect should not exceed 20 months reckoned from 7 days after issue of work order.

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD(IMS) CMPDI(HQ), Gondwana Place, Kanke Road, Ranchi-834031	Arun Kumar Suman, Sr. Mgr(Min), IMS Division Sagar Das, Asst. Manager(Excv), IMS Division

**2. Time Schedule of Activities:**

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	01.12.2017, 16.00 Hrs
b.	Document download/ Sale Start Date	02.12.2017, 10.00 Hrs
c.	Document download & Bid submission End Date	15.12.2017, 17.00 Hrs
d.	Bid Submission Start Date	02.12.2017, 11.00 Hrs
e.	Start Date for seeking Clarification on-line	02.12.2017, 11.00 Hrs
f.	Last Date for seeking Clarification on-line	11.12.2017, 17.00 Hrs
g.	Bid Opening Date	18.12.2017, 11.00 Hrs

### **3. Availability of Tender Documents:**

Detailed Tender Notice and Tender Documents including terms and conditions of works shall be available on e-tendering portal <http://coalindiatenders.nic.in> and Tender Notice shall be available at website [www.cmpdi.co.in](http://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 continue till the last date and time of bid submission.

#### **NOTE (Important):**

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. There is no tender fee and the bidders can download the Tender Document free of cost.
- v. Bidders are advised to download the complete set of the Tender Document, including the tender details.

### **4. Bid Security/ Earnest Money Deposit (EMD):**

The bidder will have to make the payment of EMD through **ONLINE** mode only.

NOTE: The Earnest Money/ Bid Security for tender should be *1.25% of the estimated cost* of work, rounded up to nearest hundred rupees subject to maximum of ₹ 50 lakhs. This shall be deposited in the manner as described.

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's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

#### **NOTE:**

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

**Clarification:** No exemption of EMD for any bidder. However, in the online portal if option of exemption of EMD is mentioned as YES, then it is only to facilitate the bidder to upload detail of EMD in case of foreign currency.

### **5. Clarification of Bid:**

The bidder may seek clarification on-line within the specified period. However, the management will clarify, as far as possible, only the relevant queries.

### **6. User Portal Agreement:**

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including 'General Terms & Conditions' and 'Special Terms & Conditions' and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information & documents furnished by the Bidder on-line through <https://coalindiatenders.nic.in> in order to become an eligible bidder. No conditional bid shall be accepted.

## **7. Eligible Bidders:**

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a 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 invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in **Clause No: 8** of the NIT.

### **NOTE:**

**Joint Venture, shall be allowed for participation in the bid with estimated cost above ₹ 2.0 Crores only.**

## **8. Eligibility Criteria:**

### **8.1. 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:-

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

Or

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

Or

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

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-contract in the original contract awarded to the prime contractor. The document may be issued by the Owner/ Govt. department on behalf of the Owner.

The work experience of only those works shall be considered for evaluation purpose, which are completed on or before the last day of the month previous to one in which e-Tender has been invited (date should be mentioned). **The experience of incomplete/ ongoing works as on the last date of eligibility period will not be considered for evaluation.**

**While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.**

The cost of previous completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365 considering 365 days per year). This weightage will be applicable after the end date of experience (date of completion of work) before the last day of month previous to one in which e- tender has been invited.

In case the bidder is not a prime contractor but a sub-contractor, the bidder 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 sub contracts in the original contract awarded to a prime contractor. The documents may be issued by owner/ Govt Department on behalf of the owner.

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

“The Bidder should have capability /facilities for the printing of books and magazines. The bidder should have required experience in the printing of books and magazines inclusive of binding, cutting to size etc. complete in all respect”.

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

- i. Start date & End date of each qualifying experience (similar work).
- ii. Work Order Number / Agreement Number of each experience.
- iii. Name and address of Employer/ Issuing authority for such Work Order for each experience certificate.
- iv. Percentage (%) share of each experience (100% in case of an individual/ Proprietorship firm or a partner in a partnership firm and the actual percentage (%) of share in case of a Joint-Venture/Consortium).
- v. Executed Value of Work against each experience.
- vi. Confirmation in the form of **Yes/No** regarding submission of similar work experience as defined in the NIT.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

For work experience, the intending bidder must submit documentary evidence in support of above in the form of:

- i. *Work Completion Certificate* indicating value and period of work,
- ii. In case of sub-contractor suitable document as per provision of eligibility- if applicable.

The Work Order, BOQ and /or TDS may be submitted during clarification, if sought.

**Technical evaluation by the System:**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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'.
- v. 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.
- vi. 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.

- vii.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.
- viii.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.

### ***8.2.Financial-Turnover:***

Average annual financial turnover during the last 03 (three) years, ending 31st March of previous financial year should be at least 30% of the estimated cost put to tender.

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

**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

#### **Scanned copy of documents to be uploaded by bidders ([CONFIRMATORY DOCUMENT](#)):**

The intending bidder must submit *Turnover Certificate* from Practicing Chartered Accountant of India containing information as furnished by bidder on-line.

#### **Technical evaluation by the System:**

- i.The system will calculate the 30 % of the estimated value (ECV) as the required average turnover of the bidder.
- ii.The system will 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. 31<sup>st</sup> March) till the last day of month previous to one in which e-Tender has been invited.
- iii.The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.
- iv.If any bidder does not submit the Turnover value for any of the 3 financial years, the system will not disqualify him and instead shall consider all 3 financial years for computing the average by assuming a value of ‘zero’ for the year for which no information is given by bidder.

### ***8.3.Permanent Account Number (PAN):***

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

**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 Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

**NOTE:** In case, the bidder is a *Joint Venture/ Consortium*, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV/ Consortium and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV/Consortium itself).

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India OR the Tax Residency Certificate of the respective country as the case may be.

**Technical evaluation by the System:**

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

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

The bidder should be either

- i.GST Registered Bidder (but not under Composition Scheme)
- OR
- ii.GST unregistered Bidder

**Registration:**

The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

*For Example: If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt from Registration under GST Act, 2017.*

*The expression “aggregate turnover” shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.*

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

i.Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

ii.Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

The scanned copy of documents regarding status w.r.t GST to be uploaded by bidders in support of information/ declaration furnished online by the bidder in the BOQ sheet against Eligibility Criteria.

**I.Status: GST registered Bidder (but not under Composition Scheme)**

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

**II.Status: GST unregistered bidder:**

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.

Note: If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

**Technical evaluation by the System of tender and L-1 status:**

a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.

Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable goods/service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also The L1 shall be decided based on cost to company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) cess amount eligible for input tax credit, if any, from the total value including tax arrived as above.

b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him.

c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

<b>State</b>	<b>Unit / HQ</b>	<b>City</b>	<b>GSTIN (Provisional ID)</b>
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475NIZI

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice.

d) Bill to the tax invoice raised by the supplier in compliance of relevant GST Acts, rules & notifications made thereunder.

e) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.

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

g) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

h) In the event of any additional tax liability accruing on the supplier of goods and / or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

*NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.*

i) *In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.*

j) **E-way Bill:** *The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CMPDIL if the supplier/Vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)*

k) **TDS:** *The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.*

l) **Evidence in support of import of goods:** *In case of supply of imported goods as per terms of supply order, the supplier shall provide the following documents as evidence in support of import of goods:*

- i. *A certificate from their auditor to the effect that they have paid Rs..... as custom duty against the import of goods under supply order..... and that refund of custom duty, if any, shall be passed on to the buyer.*
- ii. *Self-attested copy of Principal's invoice / packing list.*
- iii. *Self-attested copy of bill of lading / Airway bill.*
- iv. *Self-attested copy of bill of entry.*
- v. *Certificate of origin.*

*The supplier shall provide clear linkage of items as per order with documents furnished under clause (ii), (iii) and (iv).*

## **8.5. License of Printing:**

The bidder should possess valid license for printing works issued from competent authority or should have valid registration before competent authority for printing works.

## **8.6. 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.

## **8.7. 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 the line in support of his eligibility, as per the format given in the bid document at Annexure-II.

## **9. Submission of Bid:**

### **9.1. Online Registration:**

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.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. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

## ***9.2.User Portal Agreement:***

The bidders 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 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.

The bidder should strictly comply with following instructions:

i.The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links Cover-I, OID and Cover-II.

ii.Two parts of the bid should contain the details as follows:

### Part-I / Cover-I and OID:

i)Letter of bid

ii) Details of Earnest Money

iii) Information on Eligibility/ Qualifying criteria as detailed under **Clause No.8** including necessary scanned documents as elaborated there.

### Part II / Cover-II:

i)Prices only in the Excel format as indicated in the Bid document.

## ***9.3.Confirmatory Documents:***

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (if asked) by the bidder while submitting the bid online.

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Cover-I (Part-I).

<b>Sl No</b>	<b>Documents related to Eligibility Criteria</b>	<b>Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.</b>
1	Letter of Bid (LoB)	Letter of Bid (LoB) on the bidder's letter head, in prescribed format ( <a href="#">Annexure- A1</a> ).
2	Work Experience (Ref. Clause No. 8.1 of NIT)	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.  Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.
3	Financial Turnover (Ref. Clause No. 8.2 of NIT)	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.

4	Authorization for Digital Signature Certificate	1. If the bidder himself is the DSC holder bidding on-line then no document is required. 2. 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.
5	Undertaking	A commitment is to be uploaded in the form of <b>UNDERTAKING</b> on Bidder's letter head as per the format given in the bid document ( <a href="#">Annexure-A2</a> ).  Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
6	Legal Status of the bidder	<u>Any one of the following documents:</u> 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.
7	Permanent Account Number(PAN)	Copy of PAN card issued by Income Tax Dept, Govt. of India.
8	Goods and Service Tax (Not Applicable for Exempted Goods/ Services)  (Ref. Clause No. 8.4 of NIT)	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:  <b>a) Status: GST registered Bidder (but not under Composition Scheme) -</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.  <b>b) Status: GST unregistered bidder -</b> <b>Document:</b> A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules.
9	Mandate Form for Electronic Fund Transfer.	Confirmation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per <a href="#">Annexure-A3</a> ).
10	Banning  <b>(Refer clause 8.6 of NIT)</b>	The bidder 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.
11	Affidavit  <b>(Refer clause 8.7 of NIT)</b>	An Affidavit on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him online and authenticity of the scanned copy of documents uploaded by him on the line in support of his eligibility, as per the format given in the bid document at Annexure-II.
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.		

#### **9.4. Letter of Bid:**

The format of Letter of Bid (as given '[ANNEXURE-A1](#)') will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be signed by the bidder or any authorized person of bidder or a DSC holder, bidding online with authorization from the bidder and 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, which contradicts the content and spirit of the original format of LOB.

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.

#### **NOTE:**

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 LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

#### **9.5. Price- Bid/ Cover-II/ Part-II:**

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. Any alteration/modification in the Excel format may lead to rejection of bid.

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

- I). GST Registered Bidder
- II) GST Unregistered Bidder.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II / Cover-II.

#### **SYSTEM FOR DECISION OF L-1:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as follows:

### **Case – 1: Works / Services for which INPUT TAX CREDIT is not available to the Company.**

The overall bid price (Cost to Company) will be rates quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on ‘Cost to Company’ price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

### **Case – 2: Works / Services for which INPUT TAX CREDIT is available to the Company.**

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on ‘Cost to Company’ price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

The Contract Value will be the value of the ‘Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

### **10.Bid Submission:**

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in> . No bid shall be accepted off-line unless otherwise specified.

### **11.System Requirement:**

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 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.

### **12.Auto Extension of Critical Date:**

If number of bids received online is found to be less than 03 (three) on End Date of bid submission, then the following critical dates of the Tender will be automatically extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

#### **NOTE:**

- 1.The validity period of tender shall be decided based on the final end date of submission of bids.
- 2.The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
- 3.After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

### **13. Opening of Bid:**

- i)Tenders [**Cover-I (Technical-bid)** and **Cover-II (Price-bid)**] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.
- ii)The e-Procurement/tender system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder, while submitting the bid online. If the parameters furnished by bidder online, in an objective and structured manner, does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
- iii)After decryption and opening of bids, the system will show the lowest price (Cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened.

### **14. Evaluation of Tender:**

- i)Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.
- ii)After completion of process, the documents submitted by L-1 bidder in Cover-I 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 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.
- iii)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 by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 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 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 L1 bidder fails to submit the specified document/s in 10 (ten) days’ time or the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 10days x 24 hour duration shall be given.
- iv)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.
- v)In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- vi)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 incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the

bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.

vii)In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.

viii)In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.

ix)The process as mentioned at Clause no. (vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted

x)In case none of the bidders complies the technical requirement, then re-tender will be done.

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

## **15. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:**

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

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

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

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

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

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

## **16. One Bid per Bidder:**

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

## **17. Refund of EMD:**

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

## **18. Performance Security:**

**18.1** Performance Security would be 5.00% of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....

NOTE: Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

The Bank Guarantee shall be issued by a Scheduled Bank / Nationalised Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598,

A/c No: 40106155087,

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834008.

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of CMPDI Ltd on any Scheduled Bank payable at its Branch at .....

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / 1<sup>st</sup> part of security deposit.

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

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- a. at Bidder's option by a Scheduled Bank , or
- b. by a foreign bank located in India and acceptable to the employer.
- c. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

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

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

**18.2** 5.00% Performance Security will be refunded after successful completion of printing work as per work order.

## **19. Site Visit:**

- a) Executive of Publication department, CMPDIL have all rights to enter in to the press premises where the printing of magazines will be carried out during working hours and day for inspection as regards quality of printing going on.
- b) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

## **20. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable only)] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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

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

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

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

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

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

## **21.Recovery of any Claim from Vendor/Supplier:**

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

Further Earnest Money/ Performance Security forfeited will be inclusive of GST.

## **22.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 or liable for those costs.

## **23.Technical Specifications:**

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

## **24.Currencies of Bid and Payment:**

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

## **25.Commencement of Work:**

The work should be completed within the stipulated period and the date of commencement shall be reckoned from the next working day of execution of agreement.

## **26.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.

## **27.Canvassing in Tender:**

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

## **28.Letter of Acceptance (LOA)/Work Order/Agreement:**

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post/speed post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

## **29.Bid Validity:**

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

be made in writing. 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. 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 the Company will be entitled to take action as per **Clause No.29** (Modification and Withdrawal of Bid) of NIT

### **30.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/she/they 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 CMPDIL/Subsidiary.

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.A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b.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.

### **31.Postponement of Scheduled Date(s):**

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

### **32.Public Enterprises preference:**

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

### **33.Contract Agreement Document(s):**

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 form an integral part of this NIT and shall also form a part of the contract agreement.

### **34.Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in -Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### **35.Splitting up of the work:**

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

### **36.Legal Jurisdiction:**

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

### **37.General Terms & Conditions:**

- Soft copy of printable material after DTP/layout will be provided by CMPDI in PDF/MS Word/Adobe In-Design software format. Initially soft copy of July- Sept, 2017 issue of both magazines will be provided and after printing of this issue, soft copy of subsequent quarterly issues will be provided as per schedule. However printing of four issues of the two magazine should be completed and supplied to CMPDI as per schedule from date of issue of work order.
- The finished material should be supplied on FOR destination i.e. office of the HOD (IMS), CMPDI, Ranchi.
- Payment 100% within 21 working days of receipt of bill and acceptance of the finished magazines.
- Inspecting authority- HOD (IMS) or his authorized representative.
- Paying authority- GM (F), CMPDI (HQ), Ranchi.

- **Submission of bill-** Printer will submit the bill in triplicate duly stamped and pre-receipted to the consignee for arranging payment after delivery and acceptance of the printed magazines quarterly basis or on the basis of delivery schedule.
- Rate should be quoted as per Price Schedule format.
- Validity of offer-120 days from date of bid submission.
- **LD Clause-** In case of delay in delivery as per the delivery terms above, a sum not less than 0.5% (half percent) of the value of the contract for each week or part of a week, limited to 10% of the total value of the contract will be imposed on the printer as penalty. This will be applicable for each issue separately. The LD penalty, if any, will be recovered from bill of each issue of both magazines.
- In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges (Except EMD) from the supplier/ vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/ vendor against their bill/ invoice or any other dues.
- The financial bids of printers who are not qualified technically will be returned unopened.

### **38. Additional Terms & Conditions:**

- i. **Printing Infrastructure -** The bidders should also fulfill the following conditions and submit documentary evidences/confirmation in support of fulfilling the conditions while submitting the technical bid.

- a. Availability of sheet fed/web offset four colour machines
- b. The bidder should have complete magazine/book binding unit i.e. folding machines stitching machines and cutting machines.
- c. The bidder should have complete plate making unit.

It shall be the sole responsibility of the printer to ensure the quality of Printing Paper as specified above. Any deviation in quality or GSM may lead to cancellation of the job at printer's cost. (IMPORTANT- Art papers to be used should be of reputed Brand like Ballarpur/JK/ Sirpur/West Coast/Andhra or equivalent)

- ii. **Printing Ink Quality: -**

The ink should be of a good quality, adequately viscous to fully transfer and stick on paper but should not fully penetrate in the paper reflecting "See Through".

- iii. **Binding:** - The magazines should be of perfect binding. Stitching may also be done, if required.

- iv. **Printing of extra copies:-** The printer will not print any extra copies without the permission of the CMPDI. In case of any complaint in this regard, action may be initiated against the bidder under the copyright act.

- v. **In case of increase/decrease in number of colored pages, increase/decrease in printing cost will be calculated as follows:**

"Cost of cover pages will be considered to be 20% of total printing cost for the magazine with 60 pages as standard and cost for inner pages will be taken as 80% of total cost. Cost of increase/decrease in inner pages (in multiple of 4 pages) will be calculated and regulated on prorate basis."

- vi. The printers should quote the rates for the printing and supply of Magazines as per their capacity and capability. The work awarded should be completed within the stipulated time schedule. No extension of time shall be allowed for any reason except force majeure.
- vii. The printer shall have to carry out the work of final composing for quality layout, corrections, cover design, positive making, plate making etc. from his own resources at his risk & cost.
- viii. Utmost confidentiality of the data provided shall be maintained.
- ix. **Extension of contract:** Although the bidder is required to quote rate for printing of 08 issue of magazines (Minetech & Gondwana Bharti), however depending upon situation, the successful agency may be assigned further the printing job of 2 (two) more issues as per decision of CMPDI management on the same rate/terms & conditions. However the bidder cannot make any claim in this regard and it will be totally on discretion of CMPDI management.

### **39.TECHNICAL SPECIFICATIONS:**

Approximately 16000 (8x2000) copies of “Minetech” and 12000 (8x1500) copies of “Gondwana Bharti” about 60 pages during (July, 2017- June, 2019) consisting the following items as per the specifications given below to be printed and supplied FOR destination to the HOD (IMS), CMPDI, Kanke Road, Ranchi.

#### **The Specifications of the magazines to be printed will be as follows:**

<b>Sl. No.</b>	<b>Description</b>	<b>“Minetech” Magazine</b>	<b>“Gondwana Bharti” Magazine</b>
1	<b>Size</b>	As per sample (nearing to A4 size)	As per sample(nearing to A4 size)
2	<b>Language</b>	Mostly in English	Hindi
3	<b>Periodicity</b>	Quarterly	Quarterly
4	<b>No. of pages - Cover pages - Inner pages -</b>	60 Multicolored Multicolored.	60 Multicolored Multicolored
5	<b>Paper to be used</b>	<b>Inner Pages:</b> Art paper 100 GSM <b>Cover Pages:</b> Art Board 250 GSM	<b>Inner Pages:</b> Art paper 100 GSM <b>Cover Pages :</b> Art Board 250 GSM
6	<b>Quantity of printing</b>	Quarterly 2,000 copies (per issue)	Quarterly 1,500 copies (per issue)
7	<b>Issues to be printed</b>	Total 8 issues (July 2017 to June 2019)	Total 8 issues (July 2017 to June 2019)
8	<b>Packing</b>	Bundles of 50/100 books to be made and to be delivered at the Office of HOD(IMS), Ranchi	Bundles of 50/100 books to be made and to be delivered at the Office of HOD(IMS), Ranchi
9	<b>Binding/cutting</b>	Glue binding and cutting to size	Glue binding and cutting to size

**Note:** CMPDI reserves the right either to increase or decrease the number pages of magazines or number of magazines to be printed and supplied.

**40.PRICE BID:**

Sl. No .	Description of Item	Quantity	Rate Per copy (complete consisting of a,b,c) (₹)	Total Amount (₹)
1	2	3	4	5(3x4)
01.	<p><b>a.</b> Offset printing of Minetech Magazine, Nearing A4 size (as per sample), 60 pages, 100 GSM Art paper multicolour printing, text (b/w)/mono colour (all complete inclusive of cost of paper and other material).</p> <p><b>b.</b> Designing, composing of cover pages on 250 GSM Art paper, multicolour (front &amp; back pages both sides) and laminated (all complete inclusive of cost of paper and other material).</p> <p><b>c.</b> Glue binding &amp; cutting to size.</p>	16000 copies (in eight lots of 2000 copies each)		
02.	<p><b>a.</b> Offset printing of Gondwana Bharti, Nearing A4 size (as per sample), 60 pages, 100 GSM Art paper multicolour printing, text (b/w)/mono colour (all complete inclusive of cost of paper and other material).</p> <p><b>b.</b> Designing, composing of cover pages on 250 GSM Art paper, multicolour (front &amp; back pages both sides) and laminated (all complete inclusive of cost of paper and other material).</p> <p><b>c.</b> Glue binding &amp; cutting to size.</p>	12000 copies (in eight lots of 1500 copies each)		
Grand Total				

Note: Change in final printing cost due to increase/decrease in inner pages (from standard 60 multicolored pages for "Minetech" and "Gondwana Bharti" will be calculated and regulated according to Clause-V of the Additional terms and conditions.

#### 41. Implementation schedule for printing and delivery of Magazines:

S.No.	Detail of Schedule	Day schedule
<b>1<sup>st</sup> (July-Sept, 2017) issue</b>		
1	Handing over of softcopy of printable material	Within 7 days of award of work.
2	Submission of proof	Within 10 days from receipt of soft copy
3	Collection of proof read material from the office of HOD (IMS)	Within 10 days after submission of proof
4	Submission of final hard/soft copies to HOD (IMS).	Within 25 days from receipt of soft copy
<b>2<sup>nd</sup> (Oct-Dec, 2017) issue</b>		
5	Handing over of softcopy of printable material	Within 30 days of receipt of hard copies of July-Sept, 2017 issues
6	Other activities	Same as 2,3,4 above
<b>3<sup>rd</sup> (Jan-March, 2018) issue</b>		
7	Handing over of softcopy of printable material	Within 30 days from receipt of hard copies of Oct-Dec, 2017 issue
8	Other activities	Same as 2,3,4 above
<b>4<sup>th</sup> (Apr-June, 2018) issue</b>		
9	Handing over of softcopy of printable material	Within 30 days from receipt of hard copies of Jan-Mar, 2018 issue
10	Other activities	Same as 2,3,4 above
<b>5<sup>th</sup> (Jul-Sep, 2018) issue</b>		
5	Handing over of softcopy of printable material	Within 30 days of receipt of hard copies of Apr-Jun, 2018 issues
6	Other activities	Same as 2,3,4 above
<b>6<sup>th</sup> (Oct-Dec, 2018) issue</b>		
7	Handing over of softcopy of printable material	Within 30 days from receipt of hard copies of Jul-Sep, 2018 issue
8	Other activities	Same as 2,3,4 above
<b>7<sup>th</sup> (Jan-March, 2019) issue</b>		
9	Handing over of softcopy of printable material	Within 30 days from receipt of hard copies of Oct-Dec, 2018 issue
10	Other activities	Same as 2,3,4 above
<b>8<sup>th</sup> (Apr-June, 2019) issue</b>		
9	Handing over of softcopy of printable material	Within 30 days from receipt of hard copies of Jan-Mar, 2019 issue
10	Other activities	Same as 2,3,4 above

i. However, if the printable material in soft copy is provided by CMPDI for printing work within less than 30 days from receipt of hard copy of previous issue, the printing work is to be completed and hard copies of magazine to be delivered within 45 days of receipt of soft copy as per schedule above and accordingly total completion period of the work will get reduced from the stipulated 9 months.

## **LETTER OF BID**

**(To be uploaded by the Bidder on his letter head  
during submission of bid online)**

To,  
The Tender Committee,  
IMS Division,  
Central Mine Planning & Design Institute, Ranchi.

**Sub.** : Letter of Bid for the work “-----”

**Ref.** : 1. NIT No.: “-----” dated-----”

2. Tender Id No. : “-----”

Dear Sir,

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

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

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

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

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

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 Central Mine Planning and Design Institute, Ltd, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, 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)

## **2. Annexure-A2**

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

### **Format of UNDERTAKING**

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

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

Or

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

Or

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

[\* Delete whichever is not applicable.]

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

### **3. Annexure-A3**

## Mandate Form for ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

To

Central Mine Planning & Design Institute Limited,  
Gondwana Place, Kanke Road, Ranchi -834008.

**Sub:** Authorization for release of payment due from Central Mine Planning & Design Institute Limited, Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/ Internet Banking.

(SBI-NET)

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

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

1. Name of the Party : \_\_\_\_\_

2. Address of the Party : \_\_\_\_\_

City \_\_\_\_\_ - PIN Code \_\_\_\_\_

3. E-Mail Id \_\_\_\_\_

4. Permanent Account Number \_\_\_\_\_

## 5. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			

(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)

4. Date from which the mandate should be effective: \_\_\_\_\_

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

Place:

Date:

**Signature of the party/Authorized Signatory.**

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

### Banker's Stamp:

Date:

(Signature of the Authorized official from the Banks)

**4. Annexure-A4**

**Format for NON-BANNING or DELISTING CERTIFICATE**

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Bidder with seal of the firm

**UNDERTAKING REGARDING ACCEPTANCE OF ALL TERMS & CONDITIONS OF THE TENDER AND VALIDITY OF RATES**

I/We hereby undertake that all the terms & conditions mentioned in this document or any changed conditions prior to the dead line for uploading of bids shall be acceptable to us and I/We shall abide by the same fully and the rates quoted shall remain effective including extended orders, if any.

Date: Name & signature of the authorized signatory of the

Place: Firm/Partner of the Firm/Director/Proprietor  
with rubber stamp

## **6. Annexure-A6**

### **PROFORMA FOR DETAILS OF MACHINES**

1. No. of Four Colour Web Offset/Sheet Fed Machines with specification:

.....  
.....  
.....

2. Details of plate making unit:

3. Details of Magazine cutting & binding unit within the premises:

#### **CERTIFICATE**

It is certified that the above information furnished is correct and all the above machines/units exists at my press at the following address (es) and as per the technical specifications.

Address 1. \_\_\_\_\_

Address 2. \_\_\_\_\_

Date: Name & signature of the authorized signatory of the

Place: Firm/Partner of the Firm/Director/Proprietor  
with rubber stamp

**DECLARATION REGARDING FINANCIAL BID**

I/We declare that the financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We aware that the financial bid is liable to be rejected if it contains any other condition.

Date: Name & signature of the authorized signatory of the  
Place: Firm/Partner of the Firm/Director/Proprietor  
with rubber stamp