



सीएमपीडीआई

**cmpdi**

*A Mini Ratna Company*

**EMPANELMENT OF CONSULTANTS**

**FOR**

**SPECIALIZED ARCHITECTURAL SERVICES**



**Central Mine Planning and Design Institute Ltd.**

(A Subsidiary of Coal India Ltd.)

Gondwana Place, Kanke Road,

Ranchi - 834031 (Jharkhand)



**cmpdi**  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)

गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखण्ड (भारत)  
**Central Mine Planning & Design Institute Limited**

(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)  
Corporate Identity Number (CIN): U14292JH1975GOI001223

NIT / EOI NO. : CMPDI/GM(C)/EOI/HQ/20-21/06

Date: 08.01.2021

**PURPOSE: EMPANELMENT OF CONSULTANTS FOR SPECIALIZED ARCHITECTURAL SERVICES**

**1. INVITATION TO OFFER/TENDER**

Tenders from the experienced and eligible consultants/consultancy firms (hereinafter referred as Bidders / Applicants) 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, are invited on the e-Procurement portal of CIL viz. <https://www.coalindiatenders.nic.in> for the following services:

Description of work	Bid Security (INR)	Period of Validity of Empanelment
"Empanelment of Consultants/consultancy firms for Specialized Architectural services for CMPDIL" in the following groups with monetary limits:- Group-G-I : Up to Rs. 25 Crs. Group-G-II : Above Rs. 25 Crs. upto Rs. 100 Crs. Group-G-III : Above Rs.100 Crs. upto Rs. 250 Crs.	NIL	3 year

**NOTE (Important):**

- i. If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- ii. In case minimum 03 (three) bids are not received within originally stipulated time, the Bid Submission End Date will be extended by 04 (four) days.
- iii. There will be no physical / manual sale of the Tender Document.
- iv. There is no tender fee and the bidders/ applicants can download the Tender Document free of cost.
- v. Bidders/ Applicants are advised to download the complete set of the Tender Document, including the tender details.
- vi. Interested eligible Bidders/ applicants may obtain further information, if felt necessary, from the offices as per address given below:

<b>Tender Inviting Authority</b>	<b>Contact Person(s)</b>
General Manager (Civil.), Civil Dept., CMPDI HQ Gondwana Place, Kanke Road Ranchi-834008. E-Mail ID: gmcivil.cmpdi@coalindia.in Mobile No.: 8987789169	D P MISHRA, Chief Manager (Civil), CMPDI. Gondwana Place, Kanke Road, Ranchi-834031, Contact No. 9438879865(M)

## **2. TIME SCHEDULE OF TENDER**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time (IST)</b>
a.	Tender Publication Date	08.01.2021	05:00PM
b.	Document download Start Date	09.01.2021	10:00AM
c.	Document download End Date	01.02.2021	05:00PM
d.	Bid Submission Start Date	09.01.2021	10:00AM
e.	Bid Submission End Date	01.02.2021	05:00PM
f.	Start Date for seeking Clarification on-line	09.01.2021	10:00AM
g.	Last Date for seeking Clarification on-line	25.01.2021	05:00PM
h.	Date of Pre-bid Meeting	NA	NA
i.	Bid Opening Date	03.02.2021	11:00AM

## **3. BID SECURITY**

There is no Bid Security for this Tender.

## **4. AVAILABILITY OF TENDER DOCUMENTS:**

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.nic.in> and Tender Notice shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in) & <http://eprocure.gov.in/cppp>. The Tender document can be downloaded by any prospective bidder/applicant 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 specified for downloading the document.

## **5. CLARIFICATION OF BID:**

The bidder may seek clarification online within the specified period. The identity of the

Bidder/ applicant will not be disclosed by the system. The department will clarify, as far as possible, the relevant queries of bidders/ applicants. The clarifications given by department will be visible to all the bidders/ applicants 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/ applicant will be up to 7 (seven) days before the end date of bid submission.

## **6. SCOPE OF WORK:**

### **6.01 ENGINEERING AND ARCHITECTURAL SERVICES**

#### **a. BUILDING ENGINEERING/ARCHITECTURE**

- Taking CMPDI's instructions and preparation of design brief
- Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- Assist to obtain Statutory Plan sanction from central/State/Municipal authority of the specific project
- Detailed survey and soil investigation at the site of the project
- Design and site development.
- Structural Design
- Sanitary, plumbing, drainage, water supply and sewerage design.
- Electrical, electronic, communication systems and design.
- Heating, ventilation and air conditioning design (HVAC) and other mechanical systems
- Elevators, escalators, etc.
- Fire detection, Fire protection and Security systems etc.
- Periodic (Author's) inspection and evaluation of Construction works.

#### **b. TOWNSHIP PLANNING INCLUDING LANDSCAPE ARCHITECTURE**

#### **c. INTERIOR ARCHITECTURE**

#### **d. ALL OTHER ALLIED FIELDS like Architectural Conservation, Retrofitting of Buildings, Graphic Design & Signage etc.**

The above list is general in nature and not exhaustive. CMPDI will have the right to extend or curtail Scope of work of the consultant as per specific job requirement and expectations of CMPDI from the consultant selected for the particular job.

### **6.02 SUPERVISION MANAGEMENT AND QUALITY CONTROL**

There may be some jobs where Supervision Management Control activities as hereunder are part of job assignment. In such cases, consultant shall be appointed through open tenders.

- a) Action as an Engineer: Management of works contract as 'an Engineer' in terms of works contract including field measurements, quality assurance testing of work done and execution in accordance with codal provisions/specifications within the stipulated time.

- b) Supervision: Comprehensive supervision of construction activities carried out by the contractors to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the contract documents.
- c) Supervision Through Team: Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
- d) High Standard: Ensure high standards of quality assurance in the supervision/execution of work
- e) Timely Completion of Work: completion of work within stipulated time limit.
- f) Training: Training employer's representative staff in managing the contracts

**6.03 SCHEDULE OF SERVICES EXPECTED IN RESPECT OF ENGINEERING & ARCHITECTURAL SERVICES:**

The Consultant shall, after taking instructions from the CMPDI, render the following services in respect of Engineering & Architectural Services:

i) CONCEPT DESIGN:

- Ascertain CMPDI's requirements, examine site constraints & potential; and prepare a design brief for CMPDI's approval.
- Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- Prepare drawings and documents after detailed survey and soil investigation at the site of the project.
- Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
- Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

ii) PRELIMINARY DESIGN AND DRAWINGS:

- Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the CMPDI's approval along with preliminary estimate of cost on area basis. Detailed estimate preparation of all services required for the project based on CPWD SOR or other state SOR as applicable.

iii) DRAWINGS FOR CMPDI'S/ STATUTORY APPROVALS:

- Prepare drawings necessary for CMPDI's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable in all states of India and assist to obtaining the statutory approvals thereof for project specific from the competent authority as applicable.

iv) WORKING DRAWINGS AND TENDER DOCUMENTS:

- Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

v) CONSTRUCTION:

- Prepare and issue working drawings and details for proper execution of works during construction.
- Approve samples of various elements and components.
- Check and approve shop drawings submitted by the contractor/ vendors.
- Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the CMPDI informed and render advice on actions, if required.
- Issue Certificate of Virtual Completion of works.

vi) COMPLETION:

- Prepare and submit completion reports and drawings for the project as required and assist to obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- Issue two sets of as built drawings including services and structures.

Note – It has been indicated earlier that the above list is general in nature and not exhaustive. CMPDI will have the right to extend or curtail Scope of work of the consultant as per specific job requirement and expectations of CMPDI from the consultant selected through lowest offer from the empanelled consultants/consultancy firms for the particular job.

**7. SELECTION CRITERIA FOR EMPANELMENT:**

Selection of consultants/consultancy Firm shall be done as per the following marking system to empanel in the different Groups.

Marking System to be followed for different Groups

Sl. No .	Eligibility Criteria	Panel for estimated job value upto Rs. 25 crores (Group - G-I)	Panel for estimated job value above Rs. 25 crs to rs. 100 crs (Group - G-II)	Panel for estimated job value above Rs. 100 crs to Rs. 250 crs (Group - G-III)	Total Marks
1	<b>Experience – Number of Years vis-à-vis Score</b>				30
	The intending consultant should have experience in Architectural Consultancy with or without supervision for Township establishment, buildings of any number of storeyes or similar infrastructure for not less than 3 years as on proposal submission due date. Documentary evidence: Submit details as per form 5	3 Years to <5 Years : 20 marks 5 years to < 10 years: 25 Marks 10 years and above : 30 Marks	3 Years to <5 Years : 20 marks 5 years to < 10 years: 25 Marks 10 years and above : 30 Marks	3 Years to <5 Years : 20 marks 5 years to < 10 years: 25 Marks 10 years and above : 30 Marks	
2	<b>Experience – Number of Projects executed vis-à-vis Score</b>				30
	The intending consultant should have experience <b>project</b> in Architectural Consultancy with or without supervision for Township establishment, buildings of any number of storeyes or similar infrastructure. successfully for state government /Central government/PSU/Pvt. organizations, in the preceding Seven years as on proposal submission due date. . Copy of work order to be submitted. Documentary evidence: Copy of Work Order/ completion certificate Duly Certified by the authorized signatory to be submitted.	1 assignment = 10 Marks each (Up to a Maximum of 30 Marks for 3 assignments) . <b>Note- The assignment will be considered as per clause 8.1. ie</b> <b>1. for single project completed cost minimum 10 crores or for two projects completed cost having minimum 6.25 crores each or for three projects completed cost having minimum 5 crores each, will be considered as single assignment.</b> <b>2. In case the single project cost completed more than 10 crores, the no of assignments will be calculated by project cost divide by 10 crores. subject to maximum assignment of 3.</b>	1 assignment = 10 Marks each (Up to a Maximum of 30 Marks for 3 assignments) . <b>Note- The assignment will be considered as per clause 8.1. ie</b> <b>1. for single project completed cost minimum 50 crores or for two projects completed cost having minimum 31.25 crores each or for three projects completed cost having minimum 25 crores each, will be considered as single assignment.</b> <b>2. In case the single project cost completed more than 50 crores, the no of assignments will be calculated by project cost divide by 50 crores. subject to maximum assignment of 3.</b>	1 assignment = 10 Marks each (Up to a Maximum of 30 Marks for 3 assignments) . <b>Note- The assignment will be considered as per clause 8.1. ie</b> <b>1. for single project completed cost minimum 140 crores or for two projects completed cost having minimum 87.50 crores each or for three projects completed cost having minimum 70 crores each, will be considered as single assignment.</b> <b>2. In case the single project cost completed more than 140 crores, the no of assignments will be calculated by project cost divide by 140 crores. subject to maximum assignment of 3.</b>	
3	<b>Technical person Qualification</b>				20

	Architectural Consultancy with or without supervision firm should have Technical personal with Undergraduate or Post Graduate degree with Multi-disciplinary to undertake all required jobs with experience.	Details of experience personnel/technical staff (1) M.Tech (Arch.)/ B.Tech(Arch.) 1 or more - 5 marks (2) MTech(Struc)/BTech (Civil) - 1 No - 5 Marks (3) Interior designer (with degree in interior designing) 1 or more - 5 marks (4). Other Technical personal & office staff 3 or more on pay roll -5marks	Details of experience personnel/technical staff (1) M.Tech (Arch.)/ B.Tech(Arch.) 2 or more - 5 marks (2) MTech(Struc)/BTech (Civil) - 1 No - 5 Marks (3) HVAC engineer /Electrical Engineer / Interior designer (with degree in interior designing) 1 Each (Min) or more - 5 marks (4). Other Technical personal & office staff 3 or more on pay roll -5marks	Details of experience personnel/technical staff (1) M.Tech (Arch.)/ B.Tech(Arch.) 2 or more - 5 marks (2) MTech(Struc)/BTech (Civil)/Estimator/ Quality Control - 3 No - 5 Marks (3) HVAC engineer /Electrical Engineer / Interior designer (with degree in interior designing) 1 each (min) or more - 5 marks (4). Other Technical personal & office staff 3 or more on pay roll -5marks
4	<b>Financial Turn over vis-à-vis Score</b>	<b>Average Financial turn Over for last three years</b>	<b>Average Financial turn Over for last three years</b>	<b>Average Financial turn Over for last three years</b>
	The intending consultant should have achieved an Average Annual Turnover during last three financial years of minimumas per clause 8.2, Note- the total turnover achieved by the Bidder during last 3 years shall be divided by 3. i.e.(FY 2017-18, 2018-19 & 2019-20). Documentary evidence: CA Certificate with UDIN to be submitted.	Rs. 3.75 lakh to <Rs.05 Lakhs : 10 marks Rs. 05 Lakhs to <Rs.10 lakhs: 15 marks Rs. 10 Lakhs and above : 20marks  Note- In case of non-submission of Turn over for any last three financial year, it will be considered as Zero"0" value.Accordingly the average financial turn over will be considered.	Rs. 18.75 lakh to <Rs.20 Lakhs : 10 marks Rs. 20 Lakhs to <Rs.30 lakhs: 15 marks Rs. 30 Lakhs and above : 20marks  Note- In case of non-submission of Turn over for any last three financial year, it will be considered as Zero"0" value.Accordingly the average financial turn over will be considered.	Rs. 52.5 lakh to <Rs.60 Lakhs : 10 marks Rs.60 Lakhs to <Rs.100 lakhs: 15 marks Rs. 100 Lakhs and above : 20marks  Note- In case of non-submission of Turn over for any last three financial year, it will be considered as Zero"0" value.Accordingly the average financial turn over will be considered.
			<b>Total</b>	<b>100</b>

**The INTENDING SPECIALIZED ARCHITECTURAL SERVICES who scores a minimum 75 marks out of 100 marks shall be qualified for empanelment. The empanelled consultants for Group G-III shall be automatically eligible for Group G-I & G-II. Similarly the empanelled consultants for Group G-II shall be automatically eligible for Group G-I.**

## **8. ELIGIBILITY CRITERIA/ QUALIFYING REQUIREMENTS (QR):**

The following consultants/consultancy firms are eligible for submitting Expression Of Interest (EOI) toward empanelment:

1. Architect - a person whose name is for the time being entered in the register of Council of Architecture as defined in Section 2 (a) of the Principal Act., i.e., The Architects Act, 1972.

2. "Firm of Architects" i.e., a Firm as defined in the Indian Partnership Act 1932; such that all partners are Architects as defined in section 2(a) of the principal Act;
3. Any partnership firm which offer consultancy services in the field of "Architecture" or "Engineering & architecture" having at least one Architect as Partner, the definition of "architect" as in section 2(a) of the principal Act and that of the "Partner" as in the Indian Partnership Act 1932.

The intending consultants have to submit required documents to satisfy the above criterion.

### **8.1 Work Experience :**

Group	Monetary Limits of Estimated Project Cost	Past experience of having successfully completed similar works during the last 7years ending last day of month previous to the one in which bid applications are invited. (To fulfil either of three options)		
		Single project value at least 80% of the mean value of lower and upper limit	Two project value at least 50% of the mean value of lower and upper limit	Three project value at least 40% of the mean value of lower and upper limit
1	2	3	4	5
Group – G-I	Upto Rs 25 crs	10.00 CR	6.25CR	5.00 CR
Group – G-II	Above 25 Crs to upto Rs 100 Crs	50.00 CR	31.25 CR	25.00 CR
Group – G-III	Above Rs 100 Crs to Rs 250 Crs	140 CR	87.50 CR	70.00 CR

### **Data to be furnished by the Bidders:**

- i) Form-3/Form-4/Form-5 as applicable shall be submitted along with Form- 7, Form – 8 & Form -9 for all respective projects to qualify the selection criteria as prescribed in clause no 7.0
- ii) Scanned copy of all relevant documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):
- iii) The past experience in similar nature of work should be supported by completion certificate(s) issued by the client's organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award/contract agreement and copies of corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.
- iv) No Joint venture or Consortium of firms shall be allowed and the consultants should meet the eligibility criteria by themselves.

v)

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. The date of completion of work should be during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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.

vi) **SIMILAR WORKS DEFINITION:**

**"Similar work" shall mean "Architectural Consultancy with or without supervision for Township establishment, buildings of any number of storeys or similar infrastructure".**

"Successfully completed similar works" shall mean completion of construction of project for which consultancy assignment has been executed.

i) Certificates in the name of other companies:

a) Certificate of Subsidiary/ Parent/ Group Company/ Own works: Any company/ firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/ firms which intend to get qualified on the basis of experience of the parental company/ Group Company/ own works shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

b) Merger/ Acquisition of Companies: In case of a company/ firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/ firms will be considered for qualification of such company/ firm provided such company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

ii) Foreign Certificates:

a) In case the work experience is for the work executed outside India, the applicants have to submit the completion/ experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/ experience

certificates. The applicant shall also get the completion/ experience certificate attested by the Indian Embassy/ Consulate/ High Commission in the respective country.

In the event of submission of completion/ experience certificate by the applicant in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ Consulate/ High Commission in the respective country.

**b)** For the purpose of evaluation of application, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF / Reserve Bank of India as on 7 (seven) days prior to the last date of submission including extension(s) given if any. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by Reserve Bank of India or the Government of India will be considered.

### **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 as under.

Group	Monetary limits	Average annual turnover during last 3 financial years should be Minimum 30% of consultancy fees. Consultancy fee to be calculated @ 1% of the mean value of lower & upper limit of the project cost. (Figures are in Rs.- Lakhs.)
1	2	3
Group-I	Upto Rs. 25 Crs.	3.75
Group-II	Above Rs. 25 Crs. upto Rs. 100 Crs.	18.75
Group-III	Above Rs. 100 Crs. upto Rs. 250 Crs.	52.50

Data to be furnished by Bidders:

- 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

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 along with UDIN containing the information as furnished by bidder on-line ( As per Form-6)

### **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.

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

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India.

### **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 Services):**

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- 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.

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

- a) Status: GST registered Bidder under regular scheme

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

b) Status: GST registered Bidder under composition scheme

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

c) 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.

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

#### **8.5 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.

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

1. 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

#### **8.6 Undertaking:**

A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (**Form - 10**).

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

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

A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (**Form - 10**).

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

#### **8.7 Legal Status of the bidder:**

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

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.

#### **B. General Essential Requirements:**

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. The outcome is to be uploaded on line in Confirmatory Document page.

### **9. SUBMISSION OF BID:**

**9.1** The bidder/applicant will submit their bid online on the website <https://coalindiatenders.nic.in>. No off-line bid shall be accepted unless otherwise specified.

#### **9.2 Online Registration**

In order to submit the Bid, the bidders/applicant have to get themselves registered online on the e-Procurement portal of CIL i.e. at <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 prospective bidders should register for availing the services through the option “Online Bidder Enrollment” on the home page of at <https://coalindiatenders.nic.in>. The registration should be in the name of bidder / applicant.

#### **9.3 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.

#### **9.4 Help for participating in e-tender**

The detailed method for participating in the e-procurement is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Procurement portal.

#### **9.5 User Portal Agreement**

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 (refer **FORM -12**) will be a part of NIT/ Contract Document.

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.

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.

#### **9.6 Digital Signature Certificate (DSC)**

Bidders are required to possess Class II or Class III Digital Signature Certificate (DSC) and may obtain from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA.

#### **9.7 General Instructions for Submission of Tender**

- i. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
- ii. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
- iii. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- iv. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
- v. **Communication:** All communication sent by CMPDIL as well as the e-procurement service provider by post / fax / e-mail / SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
- vi. All notices to the bidders/applicants shall be sent by online only during the process of finalization of tender by CMPDIL as well as e-procurement portal. Hence the

bidders/applicants are required to ensure that valid e-mail-id is provided / updated during the registration of vendor with e-procurement portal. Bidders/applicants are also requested to indicate their valid e-mail-id and mobile no at Instruction to Bidders for communications through e-mails / SMS alerts (if any).

- vii. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder/applicant may modify and resubmit the bid online as many times as he may wish. Bidders/applicants may withdraw their bids online within the last date and time of bid submission.
- viii. No modification of the bid or any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, they will not be considered by CMPDIL after opening of the bid.
- ix. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CMPDIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CMPDIL.
  - a. The Bidders are required to upload the relevant documents as specified /asked in the tender document.
  - b. **General Technical Evaluation:** The bidder has to fulfil / comply with all the terms of 'General Technical Evaluation' (GTE).
  - c. **Letter of Bid:** The format of Letter of Bid (LOB) will be downloaded by the bidder/applicant and will be typed / printed on a A4 sized paper and the scanned copy of the same will be uploaded during bid submission. This will be the covering letter of the bidder/applicant for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder/applicant 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/applicant 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.

- d. **Undertaking by the bidder:** The Bidder/Applicant 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.
- e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT are to be uploaded in Cover-I by the bidder while submitting his/ her bid.

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

SI No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration
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		<b>furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.</b>
1	Work Experience /  (Ref. Clause No. 8.1 of NIT)	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. ( <b>Form – 2/Form-3/Form-4 &amp; Form-7,Form-8 &amp;For-9</b> )  Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents
2	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 with UDIN. ( <b>Form-6</b> )
3	Permanent Account Number (PAN)  (Ref. Clause No. 8.3 of NIT)	Copy of PAN card issued by Income Tax Department, Govt. of India.
4	Goods and Service Tax (Not Applicable for Exempted Goods/ Services)  (Ref. Clause No. 8.4 of NIT)	The following documents along with (Form-11) establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet:  a) <b>Status: GST registered Bidder under regular scheme</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) <b>Status: GST registered Bidder under composition scheme</b> <b>Document:</b> GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) <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 (with UDIN ) certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India. <b>Note:</b> If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

5	Digital Signature Certificate (Ref. Clause No. 8.5 of NIT)	<p>2. If the bidder himself is the DSC holder bidding online then no document is required.</p> <p>However</p> <p>3. 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</p>
6	Undertaking (Ref. Clause No. 8.7 of NIT)	<p>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 (<b>FORM-10</b>).</p> <p>Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.</p>
7	Legal Status of the bidder (Ref. Clause No. 8.8 of NIT)	<p><u>Any one of the following documents:</u> along with (<b>Form - 5</b>)</p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> </ol>
8	Letter of Bid (LoB)	<p>Letter of Bid (LoB) on the bidder's letter head, in prescribed format (<b>FORM-1</b>).</p> <p>Any other document to support the qualification information as submitted by bidder online.</p> <p>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.</p>

#### **10. EXTENSION OF TIME SCHEDULE OF TENDER:**

If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days:

- i. Last date of submission of Bid
- ii. 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.

Notes:

1. The validity period of the bid should 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 three.)
3. After the extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

**11. OPENING OF BID:**

1. Opening of Technical bid: The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
2. The e-Procurement System will evaluate the bids automatically on the basis of relevant data provided by bidder/applicant through a form (GTE) in an objective and structured manner. 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 rejected.
3. All the documents uploaded by bidder(s) including i.e. Letter of Bid and the Evaluation sheets generated by the system online shall be downloaded after decryption and opening of bid.
4. Acceptance of Bidder/applicant 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. EVALUATION OF TENDER:**

- 12.1 After opening of Technical bid, the system will generate an auto-response sheet based on the Bidders’ value in GTE. However, it will be scrutinized by Tender Committee members of CMPDIL based on the uploaded documents.
- 12.2 Thereafter, the documents submitted by bidder(s) 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 bidder(s)/applicant(s) online. If the declarations and documents/ certificates uploaded by the bidders/applicants confirm to the required qualifying criteria, the bidder/applicant will be considered eligible
- 12.3 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) /applicant(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24

hours) time for online re-submission by bidder(s). The bidder(s) /applicant(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s/applicant’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) /applicant(s) 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 7 days and no additional time will be allowed for on-line submission of documents. No further clarification shall be sought from Bidder.

- 12.4 It is responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- 12.5 The tender will be evaluated on the basis of documents uploaded by bidder (s) /applicant(s) online. The bidder(s) /applicant(s) is / are not required to submit hard copy of any document through offline mode at this stage. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- 12.6 In case the bidder(s) /applicant(s) submit(s) requisite documents online as per NIT and meets the desired qualifying criteria, then the bidder(s) will be considered eligible for next selection process.
- 12.7 Seeking clarification shall be restricted to confirmation of submitted document/ online information and it will be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- 12.8 In case bidder(s) /applicant(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents, their/his bid shall be rejected.
- 12.9 After evaluation of bids, a merit list of bidders / applicants will be prepared in descending order of marks obtained by them. The list of bidders / applicants will be uploaded in the portal under the link “Technical Evaluation Summary”.
- 12.10 In case none of the bidder(s) /applicant(s) complies with the eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same as per the instant requirement).
- 12.11 In case, any bidder/applicant fails to submit requisite documents as per NIT or if any of the information/ declaration furnished by any bidder/ applicant is found to be wrong during evaluation of documents submitted by the bidder/ applicant, which changes the eligibility status of the bidders/ applicants, and is considered as defaulted, then his bid shall be rejected and suspension/ banning clause may be invoked against the bidder/ applicant as per the extant rules.

### **13. FINAL EVALUATION OF THE BIDS:**

- 13.1 The marks obtained by the applicants / bidders in shortlisting criteria shall be considered for empanelment. The applicant / bidder who will obtain maximum marks in total 75 (75 out of 100) will be considered successful / eligible and will be considered for empanelment of consultants/consultancy firm in CMPDIL. The decision of CMPDIL will be final on this matter and canvassing will not be allowed.

13.2 The Evaluation Committee will recommend for empanelment of consultant to the successful bidder after evaluating their technical eligibility by evaluation of the scanned documents uploaded by bidders.

**14. Empanelment of Consultants/Consultancy Firms :**

- i. The order/engagement offer will be issued to the successful Bidder/ applicant, whose Bid has been determined to be substantially responsive to the Bidding documents and who scores more than 75 marks out of 100 in the evaluation. The intimation of empanelment list will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered / speed post.
- ii. The selected bidder / applicant shall be required to intimate regarding his / her acceptance of the offer within 10 days of the issuance of the offer by email. Subsequently, he / she will be considered for the upcoming project specific jobs with specific scope of work.
- iv. If the successful bidder / applicant backs out, he will be debarred from participating in the tenders of CMPDIL for a minimum one (1) year.

**15. REVOCATION OF TENDER PROCESS:**

There may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender.

In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. Bid Opening stage etc.) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:

- a. To comply with the directives of Hon'ble Court of Law.
- b. If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
- c. If there is an error in the online evaluation of tender due to technical error in the system.

**16. BID VALIDITY:**

The validity of Bids shall be not less than 120 (One Hundred Twenty) days from the last/end date of submission of Bid.

**17. MODIFICATION AND WITHDRAWAL OF BID:**

- 17.1 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 they may wish.

17.2 Bidders may withdraw their bids online within the end date of bid submission. 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 engagement offer/Letter of acceptance (LOA) with the following provision of penal action:

17.3 If the request of withdrawal is received before/after online notification for empanelment, bidder will be debarred for 1 (one) year from participating in tenders in CMPDIL. The empanelment of remaining bidders process shall go on.

**17.4 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/ empanelment, may be considered by the tender committee.

**17.5 Acceptance of withdrawal by Tender Committee:**

Every case of withdrawal as given above 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.

**18. NOTES:**

CMPDI reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.

This e-Tender Notice shall be deemed to be part of the Contract Agreement.

CMPDI does not bind itself to accept the lowest Bid and reserves the right to reject any or all the Bids without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website [<http://www.coalindiatenders.nic.in>] only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

**19. Methodology for engagement of consultant for specific project**

After empanelment of consultant/consultancy firm in different categories, NIT for the specific scope of work with specific project value will be called as a limited offer among the eligible empaneled consultants with Terms and condition applicable based on

prevalent CIL Manual in e-tendering portal <https://coalindiatenders.nic.in>. The separate NIT will have financial terms conditions like statutory deposits EMD, performance Security deposit etc. & other general terms and condition, Technical terms & condition for the specific Project, which is to be agreed by the bidders. After evaluation of the bid, the successful competitive bidder will be awarded after compliance all requirement.

## **20. SETTLEMENT OF DISPUTES:**

It is incumbent upon the consultant to avoid litigation and disputes during the course of execution. However, if such disputes take place between the consultant and the department, effort shall be made first to settle the disputes at the company level.

The consultant should make request in writing to the General Manager (Environment), CMPDI for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the consultant shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be looked into by GM (Environment), CMPDI. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manners:

### **20.1 Settlement of Disputes through Arbitration:**

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the consultant shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The consultant shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available for settlement of dispute as per provisions of the Tender document.

- i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

#### Sole Arbitration:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary

Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

**21. NON-DISCLOSURE/ CONFIDENTIALITY CLAUSE:**

The bidder / applicant 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.

**General Manager (Civil)  
CMPDIL HQ.**

## **FORMAT FOR LETTER OF BID (FORM – 1)**

**(To be uploaded by the APPLICANT on his Letter Head during submission of bid online)**

To,  
The General Manager (Civil),  
CMPDI Limited,  
Kanke Road,  
Ranchi – 834031

Sub: EXPRESSION OF INTEREST for “Empanelment of Consultants/consultancy firms for Specialized Architectural services for CMPDIL”  
**NIT / EOI NO. :    CMPDI/GM(C)/EOI/HQ/20-21/06    dated08.01.2021**  
**Tender ID- 2021\_CMPDI\_192796\_1**

Dear Sir,

This has reference to above referred NOTICE. I/we have read and examined the conditions of EMPANELMENT, Scope of Work and other documents carefully.

. I /We am/are pleased to submit our EXPRESSION OF INTEREST (EOI) for Empanelment of Consultants/consultancy firms for Specialized Architectural services for CMPDIL

. I/We hereby unconditionally accept the conditions and documents published through the said notice in its entirety for the subject empanelment and agree to abide by and fulfil all terms and conditions and criteria as contained in the NOTICE document.

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

If any information furnished by me/us towards eligibility criteria of this EOI 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 CMPDI.

We have furnished all information and details necessary for pre-qualification and authorize CMPDI Ltd. or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation

We have uploaded the certificates in support of our meeting the minimum eligibility criteria of completed work(s) specified in **Form-7** for having successfully completed works.

Thanking You,

Yours faithfully,

Date:

**Signature of authorized person with seal of agency/firm**

**Form-2 (work experience/ no of year /no. of projects executed Sheet for Group-I)**

Work experience of Consultants						
Monetary Group -I		Monetary Limit - <b>Upto Rs. 25 Crs.</b>				
Name, Address, e-mail, Telephone no .of applicant/firm:-						
1	No of year in the consultancy field	Date of Registration of consultants/ consultancy firms		Date of Validity of Registration up to date		No of year in the field of consultancy
2	Work completed during last 7 years ending last day of month previous to the one in which bid applications are invited.	Min. eligibility (Rs.-Crs)	Completed value of project	Add 5% per annum	Updated value of project	
2(a)	Similar single work completed during last 7 years (Form-7)	10.00				.
	No. of project executed					
	1)					
	2)					
	3)					
	4)					
5)						
2(b)	Similar two works completed during last 7 years (Form-7)	6.25				.
	No. of project executed					
	1)					
	2)					
	3)					
	4)					
5)						
2(c)	Similar three works completed during last 7 years (Form-7)	5.00				.
	No. of project executed					
	1)					
	2)					
	3)					
	4)					
5)						
3	Details of work completed (Form-7)					.
4	Performa for work experience certificates (Form-8)					.
5	TDS details for Private sector Projects (Form-9)					

Signature of authorized person with seal of agency/firm

**Form-3 (work experience/ no of year /no. of projects executed Sheet for Group-II)**

Work experience of Consultants						
Monetary Group -II		Monetary Limit- <b>Above Rs. 25 Crs. upto Rs. 100 Crs.</b>				
Name, Address, e-mail, Telephone no .of applicant/firm :-						
1	No of year in the consultancy field	Date of Registration of consultants/ consultancy firms		Date of Validity of Registration up to date		No of year in the field of consultancy
2	Work completed during last 7 years ending last day of month previous to the one in which bid applications are invited. .	Min. eligibility (Rs.-Crs)	Completed value of project	Add 5% per annum	Updated value of project	
2(a)	Similar single work completed during last 7 years (Form-7)	50.00				
	No. of project executed					
	1)					
	2)					
	3)					
	4)					
5)						
2(b)	Similar two works completed during last 7 years (Form-7)	31.25				
No. of project executed						
1)						
2)						
3)						
4)						
5)						
2(c)	Similar three works completed during last 7 years (Form-7)	25.00				
No. of project executed						
1)						
2)						
3)						
4)						
5)						
3	Details of work completed (Form-7)					
4	Performa for work experience certificates (Form-8)					.
5	TDS details for Private sector Projects (Form-9)					

Signature of authorized person with seal of agency/firm

**Form- 4 (work experience/ no of year /no. of projects executed Sheet for Group-III)**

Work experience of Consultants						
Monetary Group -III		Monetary Limit- <b>Above Rs. 100 Cr. upto Rs. 250 Cr.</b>				
Name, Address, e-mail, Telephone no .of applicant/firm :-						
1	No of year in the consultancy field	Date of Registration of consultants/ consultancy firms		Date of Validity of Registration up to date		No of year in the field of consultancy
2	Work completed during last 7 years ending last day of month previous to the one in which bid applications are invited. .	Min. eligibility (Rs.-Crs)	Completed value of project	Add 5% per annum	Updated value of project	
2(a)	Similar single work completed during last 7 years (Form-7)	140.00				
	No. of project executed 1) 2) 3) 4) 5)					
2(b)	Similar two works completed during last 7 years (Form-7)	87.50				
	No. of project executed 1) 2) 3) 4) 5)					
2(c)	Similar three works completed during last 7 years. (Form-7)	70.00				
	No. of project executed 1) 2) 3) 4) 5)					
3	Details of work completed (Form-7)					.
4	Performa for work experience certificates (Form-8)					
5	TDS details for Private sector Projects (Form-9)					

Signature of authorized person with seal of agency/firm

**FORM-5****GENERAL INFORMATION / ORGANIZATION STRUCTURE**

1	Name & Address of the applicant with Telephone No./Fax No	
2	Year of Establishment with registration of Firm/consultant if any	
3	Date & Year of commencement of practice. (Documentary evidence to prove the consultancy services like work order and completion certificates shall be submitted.)	
4	Legal status of the applicant (attach copies of original document defining the legal status)	
5	A proprietary firm/ A firm in partnership/ A limited company or Corporation.	
6	Names of Directors & other executives with designation	
7	Designation of individuals authorized to act for the organization.	
8	Total No. of professional staff:-  Architects:  Structural Engineers:  Quantity Surveyors:  Others:	
9	Was the applicant ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.	
10	Has the applicant or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	

11	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details.	
12	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
13	Any other information considered necessary but not included above.	
14	Registration with NBCC/other Government organization like as CPWD etc, if any	

**Seal & Signature of the applicant**

**Format of Curriculum Vitae (CV) of Key Professionals**  
**( To be furnished for each member of consultants/Consultancy Firms)**

Name of Firm:	
Professional:	
Date of Birth:	
Years with Firm	
Nationality:	
<b>Qualification/ Name of the college/Institution/year of completion</b>	
<b>Registration Number, in case of Architect under COA, India</b>	
Detailed Task Assigned:	

**Key Qualifications:**

[Give an outline of staff member's experience and training relevant to responsibility in context of assignment.

Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use up to half a page.]

**Education:** [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name(s) of employing organization(s), title of positions held and location of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate..]

Details of medal / award conferred for their works from nationally / internationally recognized prestigious Institutes like Indian Institute of Architects :

[Indicate details of works awarded, awards and the Institute from where the award / medal has been awarded]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe my qualifications, my experience and myself.

Date Signature of Staff Member  
and attested with seal by the  
authorized representative of the  
firm

**FORM-6**

**1. FINANCIAL DETAILS**

**Name of applicant .....**

**Application for.....**

I. Financial Analysis: This certificate is to be uploaded along with the Bid Documents.

		1 <sup>st</sup> FY Rs. (In Lakhs)	2 <sup>nd</sup> FY Rs. (In Lakhs)	3 <sup>rd</sup> FY Rs. (In Lakhs)	Average annual turnover. Rs. (In Lakhs)
		a	b	c	(a+b+c)/3
(i)	Annual Turnover for the Financial Year (FY)*				

\* As per audited balance sheet

II. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant  
Seal and Membership No.:  
UDIN No.:**

**Seal & Signature of the applicant with**

**FORM-7****2. DETAILS OF WORK EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED DURING LAST 7 YEARS**

Sl. No .	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start / commencement of work	Date of Completion of work	Cost of the Project / Work on completion	Value of TDS in case of Private Work	Remark
1								
2								
3								

1. Certified that the Completion Certificate of above works are uploaded with application documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

**Signature of applicant with seal**

## **FORM- 8**

**Name of Client with Address, e-mail & phone no.**

Dispatch No:

Date :

### **WORK EXPERIENCE CERTIFICATE (Sample )**

**Name of Consultant:** -----

1	Name of work/project location				
2	Name and Address of Clients				
3	Agreement Amount				
4	Cost of work on Completion				
5	Date of Start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion, if any				
9	Type of work: Residential/ Non-Residential Building				
10	Built Up Area of Residential Component				
11	Built Up Area of Non Residential Component				
12	Total Built Up Area (Residential + Non Residential)				
13	Maximum Height of any Building of this work				
14	Maximum no of storeys of any building of this work				
15	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work.				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

Date:

Date, Name & Designation  
Signature with seal of issuing Authority.

**FORM- 9*****TDS DETAILS FOR PRIVATE SECTOR PROJECTS***

Sl. No.	Name of Work	Name of Clients	Project Cost In Crores	Ref. No. and Date of issue of Completion Certificate	Cost of the work on completion in Crores	Total Consultancy Fee for the Project In Lakhs	Payments received as per TDS in lakhs	TDS Corresponding to the payment	Year Wise TDS as per Form -26AS relating to the work
1									
2									
3									

**Note:** Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a Client, details of TDS / form 26AS for each work mentioned above need to be segregated and given separately.

This form need to be supported with Form-26AS taken in HTML format or Form-16A.

**Signature of Chartered Accountant  
with Stamp Membership Number:  
UDIN No.:**

**Signature of Applicant with seal**

## FORM-10

### PROFORMA FOR UNDERTAKING

**(To be uploaded by the APPLICANT on his Letter Head during submission of EOI online)**

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

1. I/We am/are submitting EOI FOR "Empanelment of Consultants/consultancy firms for Specialized Architectural services for CMPDIL" against NIT / EOI NO. : **CMPDI/GM(C)/EOI/HQ/20-21/06 dated 08.01.2021 Tender ID- 2021\_CMPDI\_192796\_1** and I/we offer to abide by all the terms, conditions and provisions of the NOTICE.
2. Myself/Our Partners/Directors don't has/have any relative as employee of CMPDI/CIL/ Subsidiary.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this EOI is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this EOI are genuine, authentic, true and valid.
4. I shall have no objection in case CMPDIL verifies them from issuing authority. I shall also have no objection in providing the original copy of the document(s), in case CMPDI demands so for verification.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. The person who has signed the application documents is our authorized representative. The company is responsible for all his acts and omissions in the application
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. 7. \*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

\*\*I / We .....have been banned by the organization named " \_\_\_\_\_" for a period of..... year/s, effective from ..... to.....

**\*\* Delete whichever is not applicable.**

9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time.
9. I/We will engage the key professional staff as required as per the Tender Documents.
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/empanelment, and banning of our firm and all partners of the firm etc.

Signature & Seal

**FORM-11**

***GST REGISTRATION DETAILS***

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Entity Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/ State (Complete state Name)	
6	Permanent Account Number	
7	GSTN/ ARN/ UID/ Provisional ID no. (Copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/ HSN Code	
10	Contact Person	
11	Phone no./ Mobile no.	
12	E-mail Id	
13	Compliance Rating (If updated by GSTN)	

**Signature of Applicant with seal**

## **User Portal Agreement**

### **E-Tender Portal User Agreement**

In order to create a user account and use the e-tender portal you must read and accept this e-tender portal user agreement.

#### **A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**

##### **TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT**

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary materials from the site.

[www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in) is an e-procurement portal of Coal India Limited/it's Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING FOR A USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL OF THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

#### **Bidder Registration, Password and Security**

Upon successful completion of Registration online, User ID and Password will be registered. You can log-in only by giving user id and password allotted and then signing with Digital Signature Certificate.

The online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered bidder should be either the Bidder himself or, duly authorized by the bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password might have been divulged, disclosed or discovered by any other third party, he shall immediately modify the password using “**Change Password**” option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its subsidiaries, the Bidder should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/ Nodal Officer**, of any unauthorised use of your password or Account or any other breach of security, and (b) you log-out from your account ensure that at the end of each session. CIL/its subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as “User ID” are protected against changes by Bidder after enrollment and some other information such as “Bidder Name” etc are protected against changes by Bidder after bid submission.

### **Modification of software**

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents and classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves the right to interrupt/suspend the availability of the eTender system without any notice to the users.

### **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link ‘Resources required’.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss or damages incurred by the them arising out of the following:

- (a) Incorrect use of the eTender System; or
- (b) Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

(c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/special/ local to Bidder.

### **Contents of Tender Information**

Tenders shall be published by the authorized Tender Inviting Authorities of the respective tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

### **Bid Submission Acknowledgement**

The user should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completing all the processes and steps. CIL/subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgement is the only confirmation which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement for verification in case of dispute, his claim for submission of bid may not be considered.

### **Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their user account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

### **User Conduct**

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the eTender portal.

CIL/subsidiary does not control the Content posted via the eTender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

**Amendments to a tender published:**

You agree that the CIL/subsidiary reserves the right to retender/cancel a tender or extend the closing date or amend the details of a tender at any time by publishing the corrigendum as applicable.

**Special Admonitions for International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

**Links**

The Sit CIL/subsidiary e may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

**Miscellaneous**

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The eTender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

**Governing Law**

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the Principal civil court of where the registered office of CIL/subsidiary is situated shall have non-exclusive jurisdiction to entertain any dispute with CIL/subsidiary Company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all the above mentioned terms & conditions of eTender services agreement.

## **Modification of terms of Agreement**

CIL/subsidiary reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/subsidiary reserves the right to modify, suspend/cancel, or discontinue any or all channels, or service at any time without notice, make modifications and alterations in any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

## **Policy and Security**

### **General Policy**

CIL/its subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrollment, bid submission etc, or any other transaction on the Site.

### **Information Collected**

When you choose to provide personal or business information to us to conduct an on-line transaction, we use it only for the purpose of conducting the specific on-line transaction that you requested. The information is also used for the purpose of vendor searches. For each on-line transaction, we require only the minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your on-line bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly in the Site.

### **Use of Cookies**

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the

cookie will remember the data entered by you and the next time you visit this site, the data stored in the cookie will be available in future.

## **Security**

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.