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**Domestic Open Tender Document**

**for**

**Selection of Valuer**

**for**

**“Cross-Verification of original bills/vouchers/documents with theExisting Valuation Reportof Underground Mine Development (Inclines and Shafts)at Parbatpur Central Coal Mine – On As is Where is Basis”**

**(Only through e-Tender mode)**

**General Manager**

**Contract Management Cell (CMC)**

CMPDI (HQ), Gondwana Place,Kanke Road

Ranchi-834008, Jharkhand, India

Phone:+91-8987788787

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**………………………………………………………………………..**.

## SECTION - 1

## NOTICE INVITINGe-TENDER (NIT)

Ref. No: CMPDI/CMC/2022-23/11

**1.1 INVITATION TO OFFER/TENDER**

Digitally signed and encrypted open e-Tenders are invited on the e-Procurement portal of https://www.coalindiatenders.nic.in, from the reputed and experienced Evaluators as an Evaluators Firms/Company/Organizationfor the following services:

|  |  |  |
| --- | --- | --- |
| **Description of work** | **Bid Security****(INR)** | **Contract Duration** |
| Cross-Verification of original bills/vouchers/documents with the Existing Valuation Report of Underground Mine Development (Inclines and Shafts) at Parbatpur Central Coal Mine– On As is Where is Basis | NIL | 30days |
| Location: Parbatpur Central Coal Mine, Chas Town, Dist: Bokaro, Jharkhand |  |  |

Note: The Detailed Tender Notice and bid documents will be available on the <https://www.coalindiatenders.nic.in>and can be downloaded by the Bidder up to the Bid Submission End Dateand Tender Notice shall be available at websites www.cmpdi.co.in &<http://eprocure.gov.in>.

**1.2 TIME SCHEDULE OF TENDER**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Particulars** | **Date** | **Time (Hours, IST)** |
| 1 | Tender e-Publication date | As available onwebsite https://coalindiatenders.nic.in |
| 2 | Document download start date |
| 3 | Document download end date |
| 4 | Bid Submission Start date |
| 5 | Bid Submission End date |
| 6 | Start date for seeking Clarification on-line |
| 7 | Last date for seeking Clarification on-line |
| 8 | Bid Opening date |

**1.3 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)**

 There is no Bid Security/EMD for this tender.

**1.4 USER PORTAL AGREEMENT**

The Bidders willhave to unconditionallyaccept the on-line 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online through e-tender website address <https://www.coalindiatenders.nic.in> in order to become an eligible bidder. No conditional bid shall be allowed/accepted.This will be a part of the agreement.

**1.5 ELIGIBILITY CRITERIA:**

**1.5.1 General Requirement:**

1. The Bidder should be a Partnership Firm orLLP orCompany under relevant statutes of India.
2. The Asset Valuer must have a valid registration with Insolvency and Bankruptcy Board of India(IBBI)throughout the currency of the contract.
3. The Bidder in its name shall have PAN (Permanent Account Number) with Income Tax Authority in India.
4. The Bidder in its name shall have Goods and Service Tax Identification Number (PAN based) in India.

**Note:**

The Valuation should be done by professionally qualified independent valuer and must act with independence, integrity and objectivity.

**The Bidders are required to furnish the following information on-line in the format as per format # 4.3, Section-4 in respect of the above eligibility criteria**

1. Name, address & contact details of the Bidder as registered and its status.
2. Particulars of registering authority.
3. Registration No. and Year of registration.
4. PAN & Goods and Service Tax Identification Number (PAN based) of Bidder.
	* 1. **Work Experience**
5. The Bidder must have successfully completed at least Three(3)worksrelated to Valuation of Land & Building. The value of such assets should not beless than 10 crores each.

The above works should have been completed in last 07(Seven) years ending last day of the month previous to the one in which bid applications are invited.

**The bidders are required to submit the following documents towards their work experience:**

Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing specific details of each of Project(s) should be submitted online containing:

* + - * + Nature & scope of work;
				+ Specific work value;
				+ Completion date of the work, etc.
	1. In case experience of any previous entity (which has been acquired or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.
	2. The copies of the documents submitted for each work must be properly numbered for referencing;

**Clarifications on the work experience:**

1. Both work orders and completion certificates issued by the client are to be submitted. The completion certificate should contain completion date and reference to the work order.
2. The self-certification of the documents will not be accepted. Any correspondence of the Bidder with the Client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.
3. If work order is not very explicit, separate certification from the client may be accepted.
4. Recently obtained completion certificate of the work done in the past (within the qualifying period) shall also be accepted.
5. Completion certificate received by e-mail should be signed/certified by the client.
6. Any correspondence of the Bidder with the Client, without the signature of the client, with respect to any past work experience shall not be accepted as evidence towards fulfilment of any of the parameter of qualification criteria.

**1.5.3 Key Personnel Strength**

The Bidder must possess “key personnel" (minimum number) of the following categories with requisite qualification & experience as given in Table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Skill of key personnel** | **Qualification** | **Minimum years of Experience for eligibility** | **Minimum Nos. of person for eligibility** |
| 1. | Valuer with experience of assessing the Value of Land and Building. | Valuer presently Registered with IBBI | 5 years |  Two (2) Numbers |

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

1. Particulars of key personnel including experience.
2. Scanned Copy of document as explained at Clause1.6 related to key personnel.
3. The documentary evidence to this effect would be self-attested CVs duly countersigned by the authorized representative of Bidder.

**1.5.4 Power of Attorney (PoA)**

The Bidder shall submit “Power of Attorney (PoA)” in accordance with the format 4.2 of Section 4. The PoA should be approved through a Board resolution of the company duly countersigned by company secretary or resolution of the Governing body or the authorized signatory of the entity, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid. In case of Partnership firm, the PoA should be signed by all the partners of the firm.

**1.5.5 Goods and Service Tax (Not Applicable for Exempted Goods / Services)**

The bidder should be either

1. GST Registered Bidder under Regular Scheme

OR

1. GST Registered Bidder under Composition Scheme

OR

1. 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 lakhs then bidder shall submit the copy of Notification along with Certificate from Practicing CA to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20 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.*

Explanation:

* + 1. Every supplier or service provider shall be liable to be registered under this Act in the State or Union territory, other than special category States, from where he makes a taxable supply of goods or services or both, if his aggregate turnover in a financial year exceeds twenty lakh rupees.
		2. Provided that where such person makes taxable supplies of goods or services or both from any of the special category States, he shall be liable to be registered if his aggregate turnover in a financial year exceeds ten lakh rupees.

Special category States” shall mean the States as specified in sub-clause (g) of clause (4) of article 279A of the Constitution: States of Arunachal Pradesh, Assam, Jammu and Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Himachal Pradesh and Uttarakhand are specified in sub-clause (g) of clause (4) of article 279A of the Constitution.

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

1. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.
2. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

**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.

1. Status: GST Registered Bidder under Regular Scheme

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

ii Status: GST Registered Bidder under Composition Scheme

Document: A Certificate issued by appropriate authority of India showing that Bidder is registered under Composite Scheme.

iii Status: GST unregistered bidder:

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

**TAX INVOICE**

1. 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 Regional Institutes II located Jharkhand state is as below:

|  |  |  |  |
| --- | --- | --- | --- |
| **State** | **Unit / HQ** | **City** | **GSTIN**(Provisional ID) |
| Jharkhand | HQ  | Ranchi (HQ) | **20AAACC7475N1ZI** |
| RI-II  | Dhanbad (RI-II) |

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

1. The CGST & SGST, IGST and GST (Compensation to state tax) Cess, 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.
2. 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.
3. 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.
4. If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes &Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
5. 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.
6. 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.

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

1.5.6 Min Qualification Requirement

|  |  |  |
| --- | --- | --- |
| Sl. No. | Criteria | Details |
| 1. | Legal Status | The bidder should be LLP / Partnership firms or Private / Public Limited Companies |
| 2 | Work Experience | Three completed works as per clause 1.5.2 |
| 3. | Key Personnel | Minimum two personnel with valuer registered with IBBI in categories Land and Building. |
| 4. | Experience in assessment of Mine assets, | Documentary proof to be uploaded online along with work order and completion certificates towards experience |
| 5. | Experience in assessment of Industrial assets  | Documentary proof to be uploaded online along with work order and completion certificates towards experience |

**1.6 SUBMISSION OF DOCUMENT**

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 evaluation takes place will only be considered. If the Bidder uploads any other document, it will be given no cognizance.

**i) The scanned copy of following documents to be submitted by the Bidder on-line while submitting bid under Cover-I (Part-I).**

| **Sl. No** | **Submissionof Documents related to Eligibility Criteria.** | **Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)** |
| --- | --- | --- |
| 1 | General Information(Refer Clause 1.5.1) | 1. Filled up Format 4.3.1&4.3.2of Section-4.
 |
| 2 | Work Experience(Refer Clause 1.5.2) | 1. Copies of work orders and Completion Certificatesfor each qualifying work experience showing the requisite qualification requirements, issued by the client and other relevant documents. Same documents are required to be uploaded for experience of valuation of mines.
2. Filled up Format 4.3.3 of Section-4
 |
| 3 | Key Personnel(Refer Clause 1.5.3) | 1. Self-attested CVs of the key personnel duly countersigned by the authorized representative of Bidder for which the information to be submitted online
2. Filled up Format 4.3.4 of Section-4.
 |
| 4 | Power of Attorney(Refer Clause 1.5.4) | Copy of the documents as per clause1.5.4of Section -1 and format 4.2 of Section-4 |
| 5 | Authorization for Digital Signature Certificate(Refer Clause 1.7.6) | 1. If the Bidder himself is the DSC holder bidding on-line then self-declaration of the Bidder to this effect.

OR1. 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 authorization to submit bid on behalf of the Bidder.
 |
| 6 | Any other document to support the qualification information as submitted by the Bidder online |
| **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.** |

* 1. **Confirmatory Document (From Bidder space/My document. Not to be recycled)**

Other than the above Confirmatory documents, the Bidder has to upload the following documents in Bidder’s space/ My Document / accept unconditionally in GTE (General Technical Evaluation) and no recycling will be done for these documents –

| **Sl. No** | **Submission of Documents related to Eligibility Criteria.** | **Scanned copy of documents to be uploaded by Bidder in support of information/ declaration furnished online by the Bidder against each Eligibility Criteria (CONFIRMATORY DOCUMENT)** |
| --- | --- | --- |
| 1 | Legal Status of the Bidder (Refer Clause 1.5.1) | Any one of the following documents: Affidavit or any other document to prove legalstatus of the bidder:1. Partnership deed containing name of partners
2. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
3. Certificate of incorporation and LLP Agreement for LLP Firm
 |
| 2 | Valid Permanent Account Number (PAN)(Refer Clause 1.5.1) | Copy of PAN card issued by Income Tax department, Govt. of India  |
| 3 | Certificate of registration with GST department (PAN based) (Refer Clause 1.5.1 and 1.5.5) | Certificate of registration issued by GST department in favor of Bidder. |
| 4 | Letter of Bid and Acceptance of Bid Conditions (Refer Clause 1.7.11) | Copy of Letter of Bid and Acceptance of Bid Conditions on Bidders letter head as per format 4.1 of Section-4. |
| 5 | Undertaking on Bidder's letter head in support of the authenticity of submitted information and documents and other commitments(Refer Clause 1.7.7) | An undertaking is to be given as per the format given in Annexure-I of NIT**. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.** |

* 1. **Submission of Bid:**

1.7.1 The bidder will submit their bid online on the website [https://www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in). No off-line bid shall be accepted.

1.7.2 Site Visit: The Bidder, at its own, may like to visit and examine the assets to be valued. The cost of visiting the Site shall be at the Bidder’s own expense.

 The interested bidder / person who wants to visit the site should contact the person given below for facilitating the visit.

1.7.3 Contact Person/Nodal Officer:

A. For site visit:

Name: S.S Das,GM (East Jharia Area)

Bharat Coking Coal Limited, Dhanbad, Jharkhand

 Phone No:+916287696336

 e-mail id: gmej.bccl@coalindia.in

For information related to original bills/vouchers/documents:

 Name:Ashutosh Aggrawal, Executive-Director(Finance)

 Electrosteel Castings Limited

 H.O. G.K.Towers, 19, Camac Street, Kolkata – 700 017

 Phone No. +91 9830046391

1.7.4 Contact Person for clarification of tender related queries is

 Shri R K Amar, GM(Mining)/Head of CMC

 CMPDI (HQ), Ranchi

 Phone No.:8987788787

 e-mail:gmcmc.cmpdi@coalindia.in

1.7.5 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 and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

1.7.6 In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL 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. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.

 If the bidder himself is the DSC holder bidding on-line, then self-declaration of the Bidder to this effect is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney (Clause 1.5.4) or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

1.7.7 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.

1.7.8 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner.

1.7.9 For online submission of tender the bidders will have to upload “Letter of Bid”, all the confirmatory documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II.

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

iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the clause 1.6 of NIT and filled in formats 4.3.1, 4.3.2, 4.3.3, 4.3.4 of Section-4 in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.

iv) **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote their Fee/Rate for**“Assessment of Value of Inclines and Shafts of Parbatpur centralmines, East Jharia Area, BCCL, Dhanbad.”**in 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 BOQ format and the system evaluated L-1 will be decided on cost to company basis. 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 rates quoted by Bidder shall be inclusive of all taxes but excluding GST.

The excel sheet will compute the GST (total GST, component of GST payable by the Bidder and component of GST payable by the CMPDI) as per predefined logic.

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

1.7.10 It is the Bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder’s premises to access the e-tender portal. Under no circumstances, CMPDI shall not be liable to the Bidders for any direct/ indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

1.7.11 If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.However, inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid(LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

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:

1. Last date of submission of Bid
2. 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 also be applicable in case of receipt of zero bid.

**Notes:**

The validity period of the bid should be decided based on the final end date of submission of bids.

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.)

After one extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

* 1. **Bid Opening and Evaluation:**

 **A.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 Bid evaluation shall be done manually. If the information 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 other documents shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “Technical Bid Opening Summary” will be uploaded on the same day.

**B. Evaluation of Bid**

* + 1. After opening of Technical bid, the documents submitted by bidder(s) in Part-1 as enlisted in NIT will be downloaded by the 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) 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 opening of Price Bid.
		2. 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) then the same will be specified online by CMPDIL 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. The 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(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 (Seven) days. If the bidder(s) fails to submit the specified document/s in 7 (Seven) day,no further document shall be sought from Bidder.
		3. It is the responsibility of the bidder(s) to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
		4. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are 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.
		5. In case bidder(s) submits requisite documents online as per NIT and fulfills the Eligibility Criteria, then the bidder will be considered eligible for opening of Price Bid.
		6. In case the bidder(s) fails to confirm the online submitted information(s)/declaration(s) by the submitted documents as (ii) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/ declaration(s), then his/their bid will be accepted for opening of Price Bid.
		7. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by CMPDIL online in the e-procurement portaland date and time of price bid opening shall be notified online.
		8. In case none of the bidder complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (if required)
		9. Preference to MSME (For applicable services) and Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time.
		10. Price Bid opening: Price bid shall be opened on scheduled date and time as notified in the e-procurement portal of CIL and L-1.
		11. In the event that the same L-1 Price is quoted by more than 1 (one) Bidders, the Bidder whose three work experiences which fulfil the criteria given in clause 1.5.2 having maximum asset value valued by the valuer shall be determined as the “L1 Bidder”.

**C. AWARD OF WORK:**

i. The techno commercially accepted L1 Bidder will be notified of the award by registered post/ Email by the Company ) and will be termed as “Preferred Bidder”. The work order to the Preferred Bidderwill be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered / speed post.

ii. If L-1 bidder backs out, the bidder will be debarred for minimum one (1) year from participating in tenders in CMPDIL.

* 1. **Bid Validity**

 The validity of Bids shall be 120 (One Hundred and Twenty) days from the last/end date of submission of Bid.

* 1. **Performance Security Deposit:**
1. Performance Security shall be **3%** of contract amount and is to be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below.
	* 1. 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 Ranchi.

**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:** 10106155087,

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

* + 1. Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
		2. Demand Draft drawn in favour of CMPDI Ltd on any Scheduled Bank payable at CMPDI Branch, Kanke Road, CMPDIL Campus, Ranchi – 834008
* The validity of the Bank Guarantee shall be for a period of 06 (Six) months or ninety days beyond the period of contract /extended contract period (if any), whichever is more.
* Work shall commence only after submission of Performance Security.
* In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled
* Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDIL for a period of minimum one year from the date of issue of such letter.
	1. **Modification and Withdrawal of Bid**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish.

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 work order/Letter of acceptance (LOA) with the following provision of penal action:

* + 1. If the request of withdrawal is received before online notification for opening of price bid, the bidder will be debarred for 1 (one) year from participating in tenders in CMPDIL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
		2. If the request of withdrawal is received after online notification for opening of price bid, the bidder will be debarred for minimum 1 (one) year from participating in tenders in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
	1. If the Bidder withdrawing his bid is other than L-1 in price bid, the tender process shall go on.

b. If the Bidder withdrawing his bid is L-1, then tender will be cancelled.

**Note:**In case of clause 1.11.1 and 1.11.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

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

**I The Mode of Withdrawal:**

* 1. **Online Withdrawal of Bids:**
		1. 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.
		2. 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.
	2. **Offline Withdrawal of Bids :**
		1. A partner of bidder 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).
		2. 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 1.11.3 (I) (A) and Clause 1.11.3 (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.

**1.12 Other General Terms and Conditions**

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

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

**1.12.3** CMPDI does not bind itself to accept the L-1Bid 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.

**1.12.4** Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website[https://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.

**Annexure-I**

**FORMAT OF UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD)FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :**

**FORMAT OF UNDERTAKING**

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

1. I/We am/are submitting Bid for the work……......................................................against NIT No/Tender ID......................... Dated………………… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don’t has/have any relative as employee of Central Mine Planning and Design Institute Limited, 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.

1. \*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……………………..……

1. 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,
2. I/We,…………………..,……….. Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S………………………, solemnly declare that Myself/Our Partners/Directors don’t has/have any work as vauer in……………(Name of Area(s)) of…………………..(Name of CIL/Subsidiary).

\* Delete whichever is not applicable.

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

**SECTION – 2**

**2.1 ONE BID PER BIDDER**

Each Bidder shall submit only one Bid. A Bidderwho submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. Alternative proposals will not also be considered.

**2.2 COST OF BIDDING**

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

**2.3 CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents comprises the documents (all or as applicable) listed in below:

i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract, iv) Scope of Work& Deliverables, v) Various Formats, vi) e-Tender User Portal Agreement.

* 1. **CLARIFICATION ON BIDDING DOCUMENTS**

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online.The identity of the Bidder will not be disclosed by the system.The clarifications may be asked from the next day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission. The last date of giving clarification by CMPDIonline will be up to 2 (Two) days before the last date of submission of Bid. CMPDI will clarify as far as possible only relevant queries. The clarifications given by CMPDI will be visible to all the Bidders intending to participate in Bid.

* 1. **AMENDMENT OF BIDDING DOCUMENTS**
		1. Before the deadline for submission of Bids, CMPDI may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.
		2. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, CMPDI shall extend, as necessary, the deadline for submission of Bids.
	2. **LANGUAGE OF BID**

All documents relating to the Bid shall be in the English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate /work order/ agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.

* 1. **CURRENCY OF BID AND PAYMENT**

The prices shall be quoted by the Bidder entirely in Indian Rupees.All payments under the contract shall be either in Indian Rupees.

* 1. **BID PRICES**
		1. The Bidder shall closely study in detail the scope of services which govern the Consultancy fees being quoted. The contract shall be for the entire scope of services, as detailed in the Bidding Document.
		2. The Bidder shall submit prices / Consultancy fees for all elements of scope of services described in Section5.
		3. All duties, taxes (excluding GST) and other levies, octroi, if any, shall be payable by the Successful Bidder under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the total Consultancy fees submitted by the Bidder. All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of contract shall also be included in the total Bid price submitted by the Bidder.
		4. The Price quoted shall be exclusive of GST. Payment of GST by the recipient of service (i.e. CMPDI) to the supplier of service would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST rules. CMPDIL should be eligible to claim Input tax credit of GST so paid as per provisions under the GST Act, unless restricted under the law. Payment/deposit of GST (in case of forward charge) is the responsibility of the service provider.
		5. The 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 indicated in the Bidding Document.
	2. **BID VALIDITY**
		1. Bid shall remain valid for a period of120(One Hundred and Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by CMPDI.
		2. In exceptional circumstances, prior to expiry of the original time limit, CMPDI may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's response shall be in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.
	3. **BID SECURITY/EARNEST MONEY DEPOSIT**

There will be no Bid Security for this tender.

* 1. **DEADLINE FOR SUBMISSION OF BID**

2.11.1 Bids shall be submitted on line on the web site [https://www.coalindiatenders.nic.in] within the date and time specified in the e-tender notice.

2.11.2 CMPDI may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of CMPDI and the Bidders previously subject to the original deadline will then be subject to the new deadline.

* 1. **SIGNING AND SUBMISSION OF BID**

2.12.1 The Bidder’sBid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder’sBid 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 bid.

2.12.2Submission of Bid shall be as detailed at Clause 1.7 of e-Tender Notice.

* 1. **MODIFICATION AND WITHDRAWAL OF BID**

Modification and withdrawal of Bid shall be guided by Clause 1.11 of e-Tender Notice.

**2.14 LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Courts at Ranchi only.

**2.15VALUERS NOT TO BID & VICE-VERSA**

A firm which has been engaged by the Company to provide Goods or Works for a Project or any of its affiliates will be barred from providing Consultancy services for the same project. Conversely a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or Services related to the initial assignment for the same project.

* 1. **e-PAYMENT**

2.16.1The successful Bidder shall have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code. Successful Bidder is required to submit an Authorization form duly signed for e-payment to them.

2.16.2All Bills/ Invoices along with relevant supporting documents in the name of CMPDIshall be submitted in triplicate to designated officer of the CMPDI for verification and for payment.

2.16.3All payments under the contract shall be in Indian Rupees.

**2.17MISCELLANEOUS**

2.17.1 The Bidders should fill the bid document properly and carefully. They should avoid quoting unreasonably highrates.

2.17.2 After opening of the tender,if CMPDI decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

2.17.3 Throughout the Bidding Documents, the terms ‘Bid’ and tender and their derivatives are synonymous.

2.17.4 The processes for entering into the agreement with the successful Bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by the successful Bidder for executing the agreement shall be as specified in the Bid Document.

## SECTION – 3

## CONDITIONS OF CONTRACT

**3.1 Definitions:**

1. The word “Central Mine Planning Design Institute Limited” or “CMPDIL” or “CMPDI” wherever occurs in the tender document, means Central Mine Planning Design Institute Limitedrepresented at headquarter Ranchi by the Chairman cum Managing Director or his authorized representative or any other officer specially deputed for the purpose.
2. The word "Valuer" wherever occurs means the successful bidder who has been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a Firm/Organization or a Company or the successors and permitted assignees of such individual, Firm/Organization or Company, as the case may be.
3. The word “Designated officer-in-charge” wherever occurs in the tender document, means General Manager (PAD), CMPDIL responsible for supervising and administering the contract.
4. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
5. The 'Contract' shall mean the Tender Notice, the tender as accepted by the CMPDI and the formal agreement executed between the CMPDI and the successful Bidder together with the documents referred to therein including conditions of contract,special conditions, if any, specifications, designs &drawings including those to be submitted duringprogress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.
6. “Contract price” shall mean the total sum for which tender is accepted by the CMPDI.
7. ‘Contract period' shall mean the time required for execution of the contract starting from the date of award of the work or signing of agreement, whichever is later and ends on the date of acceptance of the documents by the CMPDI.
8. Words importing singular only shall also include the plural and vice-versa where the context so requires.
9. **“Letter of Acceptance”** of the tender shall mean the official notice issued by the CMPDI notifying the Bidder that his tender has been accepted and awarded.
	1. **DURATION OF CONTRACT**

The date of completion for the performance of work by the Successful Valuer under the contract shall be 30days from the date of the award of work. The successful Valuer shall require to perform the work with due diligence and in accordance with the schedule agreed to herein.

* 1. **INDEMNITY DAMAGES& INSURANCE**

The Valuer shall indemnify and make harmless the CMPDIor employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the Valuer, his agents or employees in the execution of the work. The indemnity amount will be limited to contract value, subjected to final determination by the competent court.

* 1. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

If the Valuer fails to maintain the required progress in terms of the agreed time or to complete the work on or before the date of completion of work or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, pay as compensation/ ‘Liquidated Damages’ (LD) @ half percent (1/2%) of the Contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the Contract price. The amount of compensation may be adjusted or setoff against any sum payable to the Contractor under this or any other contract with the Company.

CMPDI if satisfied, that the works can be completed by the Valuer within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D.

In the event of extension granted being with L.D., CMPDI will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Valuer as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

CMPDI, if not satisfied that the works can be completed by the Valuer, and in the event of failure on the part of the Valuer to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

CMPDI, if not satisfied with the progress of the contract and in the event of failure of the Valuer to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

In the event of such termination of the contract as described in above two paras CMPDI, shall be entitled to recover L.D. upto ten percent (10%) of the contract price and forfeit the amount retained by CMPDI towards Performance Securitybesides getting the work completed by other means at the risk and cost of the Valuer.

CMPDI may waive the payment of compensation, depending upon merit of the case, on request received from the Valuer if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

* 1. **FORCE MAJEURE**

Force majeure is herein defined as any cause which is beyond the control of the Valueror CMPDI as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. natural phenomena, including but not limited to floods, draughts, earthquakes, epidemics and pandemics:
2. acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

(a) Valuerwill advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the CMPDI.

(b) For delays arising out of Force Majeure, the Valuerwill not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The Valueror CMPDI shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Valuer performance of his obligations has been delayed for other causes.

* 1. **DELAYS BY CMPDI OR ITS AUTHORIZED AGENT**

In case the Valuer's performance is delayed due to any act of omission on the part of CMPDI or its authorized agents, then the Valuershall be given due extension of time for the completion of the works, to the extent such omission on the part of CMPDI has caused delay in the Valuer's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the designated officer-in-charge shall be final.

* 1. **EXTENSION OF DATE OF COMPLETION**

On happening of any events causing delay as stated hereinafter, the Valuer shall intimate immediately in writing the designated officer-in-charge:

1. due to any reasons defined as Force Majeure
2. Any other causes which, at the sole discretion of CMPDI is beyond the control of the Valuer.

Provisional extension of time may be granted by the designated officer -In-charge during the course of execution, on written request for extension of time. The Valuer shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the designated officer-in-charge.

* 1. **GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

**3.9 PRICE VARIATION CLAUSE**

The Quoted Price shall remain firm without any price variation due to escalation.

* 1. **TAXES, PERMITS & LICENCES**

The Valuer shall be liable and pay all-Indian taxes (other than GST), duties, levies, whether local, municipal, provincial or central lawfully assessed against the CMPDI or the Valuer in pursuance of the contract. In addition the Valuer shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property.

Quoted price shall be exclusive of GST. The recipient of Service (i.e. CMPDl), shall make payment of GST upon receiving a Bill/invoice in accordance with the provision under the GST Act. The recipient of service must be eligible to claim credit of such GST, unless restricted under the law.

Payment/deposit of GST (in case of forward charge) is the responsibility of the supplier of service/ Valuer.

* 1. **PAYMENTTERMS:** 100% payment will be made within 21 days after acceptance of final report.
	2. **CONFIDENTIALITY**

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

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

The obligations of confidentiality in this Agreement do not apply to information which is in the public domain at the time of disclosure to the Valuer or which later comes into the public domain through no breach of this Agreement by the Valuer.

* 1. **LIMITATION OF LIABILITIES**

CMPDI shall in no way be responsible for any liabilities arising out of the Valuer’s contractual obligation with the Valuer’s personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Valuer shall in no way be responsible for any liabilities arising out of CMPDI’s personnel.

* 1. **SETTLEMENT OF DISPUTES**

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

The Valuer should make request in writing to the designated officer-in-charge 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 Valuer shall be entertained by the CMPDI.

If differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

* 1. **GOVERNMENT REGULATIONS & STATUTORY ACTS**

The Valuer should execute and deliver such documents as may be needed by CMPDI in evidence of compliance of all laws, rules and regulations required for reference. The Valuer shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Valuer and CMPDI shall not be responsible in any manner whatsoever.

All legal formalities are to be obtained prior to and or during the commencement of work by the Valuer for the successful execution of the said Work. The Valuer shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CMPDI shall have no liabilities in this regard.

* 1. **INTELLECTUAL PROPERTY RIGHTS**

No services covered under the contract shall be sold or disposed by the Valuer in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Valuer shall indemnify CMPDI, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Valuer, CMPDI, shall be defended in the defense of any proceedings which may be brought in that connection.

* 1. **PROGRESS REPORT**

The Valuer would be required to intimate the progress of the work to CMPDI in a frequency and manner prescribed by CMPDI, in consultation with the designated officer-In-charge after the award of contract.

* + 1. **TERMINATION, SUSPENSION, CANCELLATION & FORCECLOSURE OF CONTRACT**

3.17.1 CMPDI shall be entitled to cancel the contract in full or in part, if the Valuer

* 1. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from CMPDI, then on the expiry of the period as specified in the notice; or
	2. Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of CMPDI, then on the expiry of the period as may be specified by CMPDI in a notice in writing;or
	3. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by CMPDI, then on the expiry of the period as may be specified by the CMPDI in a notice in writing; or
	4. Shall offer or give or agree to give any person in the service of the CMPDI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for CMPDI;or
	5. Shall try to obtain a contract with CMPDI by way of ring tendering or other non-bonafide method of competitive tendering.
	6. Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Officer-in-charge. TheOfficer-in- charge may, by giving a written notice, cancel the whole contract or portion of it in default.

3.17.2 CMPDI shall in such an event give fifteen (15) days’ notice in writing to the consultancy firm of his decision to do so.

**Section-4**

**FORMATS**

* 1. **FORMAT OF “LETTER OF BID”**

To,

The Tender Committee

Central Mine Planning and Design Institute Limited(CMPDIL), Ranchi

Sub: Letter of Bid for the work “Cross-Verification of original bills/vouchers/documents with the Valuation Report of M/s RVCPL regarding valuation of Underground Mine Development (Inclines and Shafts) at Parbatpur Central Coal Mine**”.**

Ref.: 1. NIT No.: “-----------------------------------------------------------“

2. Tender Id No. :“---------------------------------------------------“

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Services, 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 fulfill all terms and conditions and specifications as contained in the bid document.

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

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

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

 This bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and CMPDIL.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision CMPDIL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award 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)***

* 1. **FORMAT OFPOWER OF ATTORNEY**

**(Format of the Notarised and Legalised Power of Attorney for**

**Authorized Signatory dealing the Bid on behalf of the Bidder)**

**(To be executed on Non-Judicial Stamp Paper of appropriate value)**

I\*\* on behalf of M/s (Name & address of the, Sole Bidder) would like to declare as below:

WHEREAS I/WE HEREBY AUTHORISE Mr./Mrs.\* to act as my Attorney and to look after the affairs pertaining to the Bid against the Bid Document bearing No. issued by CMPDI.

AND WHEREAS the above named person, Mr./Mrs\*. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is sufficiently capable and knowledgeable about all the affairs related to the said Bid and is capable of handling them and decision taken by him shall be binding on the Bidder.

Name and Designation of the Authorized Signatory

**(Person concerned\* to submit the bid):**

Signature of the Authorized Signatory:

Attested by:-

Signature

**Name & Designation of the official\*\*** …………………………..

For and on behalf of: (Name of the Bidder)

* 1. **FORMATS OF INFORMATION TOWARDS ELIGIBILITY CRITERIA**

(To be filled in&uploaded by the Bidder)

* + 1. **GENERAL INFORMATION ABOUT THE BIDDER**

**(Ref Clause 1.5 of Section 1)**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **ITEMS** | **DETAILS****(To be filled in by Bidder)** |
| i) | Name of the Bidder |  |
| ii) | Legal Status |  |
| iii) | a) Postal Address of the Registered Office/ Officeb) Telephone no.(s)c) Fax no(s)d) Web site, e-mail, if anye) Address of Regional / Local Office, if any |  |
| iv) | a) Name of the authorized Representative, Designation & Postal addressb) Telephone no. c) Fax no(s)d) Web site, e-mail address |  |

|  |  |
| --- | --- |
| Date :Place : |  |
|  | Authorized Signature,Name & Designation |

* + 1. **DETAILED INFORMATION ABOUT THE BIDDER**

**(Ref Clause 1.5 of Section 1)**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **ITEMS** | **DETAILS****(To be filled in by Bidder)** |
| i) | Name of Bidder entity\* |  |
| ii) | Year of incorporation of the Bidder entity under relevant Act  |  |
| iii) | Banker’s Name & Address |  |
| iv) | Registration Number of the Company (underRelevant Act)  |  |
| v) | Permanent Account No.(PAN) |  |
| vi) | Goods and Service Tax Identification number in India, if applicable |  |
| vii) | Any other information |  |

\*Certified attested copies, as applicable, to be enclosed.

|  |  |
| --- | --- |
| Date :Place : |  |
|  | Authorized Signature,Name & Designation |

* + 1. **DETAILS OF THE PASTWORK EXPERIENCEDURING LAST 07 (SEVEN)YEARSENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH BID APPLICATIONS INVITED.**

**(Ref. Clause 1.5 of Section 1)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Brief title of the qualifying work experience** | **Clients’ Name, Address****(to whom services have been provided)** | **Date of completion of Project**(Month & Year) | **Currency of the work value** | **Amount of the** **Work Value** | **Other information,****if any** |
|  | WORKS COMPLETED |
|
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |

**Note:**

1. Only the work completed during the 7 (Seven) years period as mentioned in clause1.5.2 of Section-1 shall be mentioned.
2. Documentary evidence in form of certified copies of work orders/ completion certificates, etc. should be submitted for each of the Project.

|  |  |
| --- | --- |
| Date :Place : |  |
|  | Authorized Signature,Name & Designation |

**4.3.4 DETAILS OF KEY MANPOWER ON ROLL WITH THE BIDDER**

**(Ref Clause 1.5 of Section 1)**

**Note**: Self attested CV of key personnel & countersigned by the authorized representative of Bidder should be furnished.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Name of key personnel** | **Category****(Land & Building or Plant & Machinery)** | **Registered with RVO**  | **Experience in years** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

Date:

Place: Signature of Owner/Authorized representative of the Bidder

* 1. **FORMATOF PERFORMANCE SECURITY / BANK GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

*(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED by RBI to issue A BANK Guarantee)*

**To,**

**Central Mine Planning & Design Institute Limited,**

**Gondwana Place, Kanke Road, Ranchi -834031**

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of the Work]* by issue of Letter of Award No. \_\_\_\_\_\_\_\_ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_\_\_\_\_\_ valued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_ *[indicate figure]%* of the Contract Sum \_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures and words)* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of the Bank]*, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee in figures and words ]*, at any time from \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor’s liabilities.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION – 5**

**SCOPE OF WORK& DELIVERABLES**

**1. Scope of Work**

The Valuer is required to cross-verify the original bills/vouchers/documents with the existingValuation Report on Underground Mine Development (Inclines and Shafts) at Parbatpur Central Coal Mine.

The mine is located near Talgoria which 16 kms from Chas town in the state of Jharkhand in India. Total area allocated for the mine by the Ministry of Coal is 880 Hectares. The mine is at present not producing coal.

Earlier, the valuation of Underground Mine Development (Inclines and Shafts) of Parbatpur Central Coal Mine had been done in Feb’ 2021 on the basis of SAP based accounting data provided by M/s Electrosteel Castings Limited. At the time of their valuation, original bills/documents/vouchers were not made available as they were under police custody. As informed by MoC, these originals bills/vouchers/documents have been released by police and are now under the possession of M/s Electrosteel Castings Limited.

The valuer is required tocross-verify these original bills/vouchers/documents with the existing Valuation Report on “As is Where is basis” after consultation with the M/sElectrosteel Castings Limited. The documentary evidence of the cross-verification with original bills/vouchers/documents should be included in the report submitted by the valuer.

**2.Deliverables**

The documentary evidence of the cross-verification with original bills/vouchers/documents should be included in the report submitted by the valuer.

The Valuer would be required to submit the report in Two (2) copies with One (1) copy each to -

* 1. Nominated Authority, Ministry of Coal, New Delhi.
	2. The GM (PAD), CMPDI HQ, Ranchi.