सीएमपीडीआई

cmpdi

A Mini Ratna Company

TENDER DOCUMENT

FOR

Supply, Installation, Commissioning and Maintenance of 04 (Four) Mbps Secondary Internet Leased Line (other than BSNL) at CMPDI(HQ) Ranchi for Six Years.

January, 2016

Central Mine Planning and Design Institute Ltd.
(A Subsidiary of Coal India Ltd.)
Gondwana Place, Kanke Road,
Ranchi - 834031 (Jharkhand)

SECTION-1

e-TENDER NOTICE

e-TENDER NOTICE
FOR THE WORK OF

Four (04) Mbps Secondary Internet Connectivity Leased Line (OFC) (1:1 uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI(HQ), Ranchi for Six (06) Years.

TENDER NOTICE NO. : ICT/01 of 2015-16 /ICT/26 **DATE: 08.01.2016**

1. Tenders are invited on-line on the website **http://mcltenders.gov.in** from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In days)
Four (04) Mbps Secondary Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI (HQ), Ranchi for Six (06) Years.	**₹ 21,00,000.00 (Rupees Twenty one Lakhs only)**	**₹21,000.00 (Rupees Twenty one thousands only)**	**0.00**	**60**

2. **Time Schedule of Tender:**

Sl.No.	Particulars	Date	Time (IST)
a.	**Tender Publication Date**	**Date and Time as mentioned in the website**	
b.	**Document download Start Date**		
c.	**Document download End Date**		
d.	**Bid Submission Start Date**		
e.	**Bid Submission End Date**		
f.	**Start Date for seeking Clarification on-line**		
g.	**Last Date for seeking Clarification on-line**		
h.	**Date of Pre-bid Meeting**		
i.	**Part-I Opening Date**		

For details of qualification requirements, bid security and complete tender document, visit our website www.cmpdi.co.in. or http://eprocure.gov.in/cppp. Detailed Tender Notice is available at https://mcltenders.gov.in,

NOTE: End user portal agreement of MCL is applicable for CMPDI also.

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED

(A Subsidiary of Coal India Limited)
Gondwana Place, Kanke Road, Ranchi-834031,
Jharkhand, INDIA.

DETAILED E -TENDER NOTICE

FOR THE WORK OF

Four (04) Mbps Secondary Internet Connectivity Leased Line (OFC) (1:1 uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI(HQ), Ranchi for Six (06) Years.

Contact No: Phone.: 91-651-2230497, 91-651-2792264; FAX: 91-651-2230233

TENDER NOTICE NO. : ICT/01 of 2015-16/ICT/26 DATE: 08.01.2016

1. Tenders are invited on-line on the website http://mcltenders.gov.in from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Brief Scope of Work:

Description of work	Estimated Cost of Work (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Period of Completion (In days)
Four (04) Mbps Secondary Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI (HQ), Ranchi for Six (06) Years.	**₹ 21,00,000.00** **(Rupees Twenty one Lakhs only)**	**₹21,000.00** **(Rupees Twenty one thousands only)**	**0.00**	**60**

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c..	Document download End Date		
d.	Bid Submission Start Date		
e.	Bid Submission End Date		
f.	Start Date for seeking Clarification on-line		
g.	Last Date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting		
i	Part-I Opening Date		

3. **Deposit of EMD:**

a. Earnest Money can be deposited online on e-Procurement portal of MCL by following mode:

a) Online fund transfer from Axis Bank

b) NEFT from any Scheduled Bank

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account (Pool Account) before bid submission).

b. In case of online payment of EMD, the bid submission can be made only when the EMD is received by MCL (Pool Account).

c. In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received by MCL (Pool Account) within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

d. State/Central govt. Organisation/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. Authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.

4. **Availability of Tender Documents:** Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal https://mcltenders.gov.in and Tender Notice shall be available at websites www.cmpdi.co.in. or http://eprocure.gov.in/cppp.

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

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

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

(a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.

(b) Two Parts of the bid should contain the details as follows: -

Part-I: i) Letter of Bid,
Part–II: Prices, only in the Excel format, as indicated in the Tender Document.

8. **Eligible Bidders:**

The invitation for bid is open to all bidders (other than BSNL) including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.9 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying

Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA.**

Note: Joint Venture: Two or three companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply with the following requirements:

i. The minimum qualification requirements for Joint Ventures: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be added together and the total criteria should not be less than as spelt out in qualification criteria.

ii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii. Joint Venture Agreement should legally bind all partners jointly and severally.

iv. Pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi. One of the partners responsible for performing a key component of the contract shall be designated as **Lead Partner**. **This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.**

vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii. The contract agreement should be signed jointly by each Joint Venture Partner.

ix. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

x. The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

9. Eligibility Criteria:

*A. **Eligibility Criteria***

(1) The ISP should have a valid Category-A ISP license from Govt. of India. (Copy of license to be submitted).

(2) The ISP should have acquired valid NLD License from DOT and has established owned fiber network (DOT License has to be submitted).

(3) The ISP should have own access network for providing last mile (local loop). (Self-declaration is to be submitted).

(4) The ISP should have a valid ISO 27001:2005 or TL 9000 License certificate. (Valid certificates to be submitted)
(5) The service provider should have independent Network Operation Centre in India with 24x7 support to take care of the ILL link management requirements. (The service provider should furnish Address & Telephone number/Toll free number for logging complaints)

B. ***Work Experience***

The intending tenderer must have in its name as a prime contractor experience of having successfully executed works in any Government/Semi-Government/Public Sector Undertakings (Central/State)/Private Firm (only if the Private Firm is a Company registered under Indian Companies Act'1956) of similar nature valuing 65% of the "Annualized Value or Estimated Value whichever is less" of the work put to tender in any year (a 'year' in this context is a continuous period of 365 days starting at any date of the year) during last 7 (seven) years ending last day of month previous to the one in which bid applications are 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 if the contract in support of qualification is a sub- contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

"Annualized Value" of the work shall be calculated as the "Estimated Cost/Period of completion in days x 365".

The cost of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

<u>The definition of similar work shall be as follows:</u>

"Provisioning of Internet Leased Line/Point to Point Leased Line / MPLS VPN connectivity of capacity 2 Mbps and above within India"

The undertaking for execution of similar works is to be uploaded in the format given in Section-3.

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

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

Note: In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV may be furnished as the work experience of the bidder.

C. ***Working Capital***

Evidence of possessing adequate working capital (at least 20% of the "Annualized Value or Estimated Value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

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

i) Amount of available Working Capital inclusive of lines of credit and availability of other financial resources.
ii) Date on which the bidder possesses the required Working Capital.
iii) Name of the Chartered Accountant (CA).
iv) Membership Number of the Chartered Accountant (CA) who certifies the bidder's working capital on a particular date.
v) Date of Issue of certificate.

Note: In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the working capital of all partners will be added by the system to calculate the Working Capital of the bidder.

D. ***Permanent Account Number(PAN):***

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

Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India in the form of Yes / No

Note: In case the bidder is a Joint Venture, the PAN Number of each individual partner of JV will be furnished.

E. VAT/Sales Tax Registration on Works Contract:

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

Confirmation regarding possessing of VAT/ Sales Tax Registration on Works Contract issued by Sales Tax department of any Indian State in the form of Yes / No

Note: In case the bidder is a Joint Venture, the TIN/Sales Tax Registration Number of each individual partner of JV will be furnished.

F. ***Service Tax Registration Certificate***

The bidder should possess a Service Tax Registration Certificate issued by Govt. Dept of any Indian State.

Confirmation regarding possessing of Service Tax Registration Certificate issued by Sales Tax /Service Tax department of any Indian State in the form of Yes / No

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

H. ***Legal Status of the bidder:***

Any one of the following documents:

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

I. ***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.

J. ***Banning***

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

10. Submission of Bid:

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

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

NOTE: End user portal agreement of MCL is applicable for CMPDI also.

c **Letter of Bid**: The format of Letter Of Bid (LOB) (as given in the NIT at section 3 will be downloaded by the bidder and will be printed/typed on their letter head. This document will be signed by the bidder or authorized person of bidder or DSC holder bidding online with authorization from bidder and the scanned copy of the same will be uploaded during bid submission in Cover-I. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

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

d **Price Bid (Part-II):** The Price Bid containing the format BOQ will be in Excel format and will be downloaded by the bidder and he will quote for item rate on the BOQ Excel file. Thereafter, the bidder will upload the format BOQ Excel file during bid submission in cover-II. L-1 will be decided on overall quoted value.

"**In cases where the system does not read the values of any of the BOQs submitted against a tender while generating BOQ comparative chart, a manual comparative statement will be prepared based on the data available in the BOQs uploaded by the bidders and the same shall be considered for evaluation and uploaded on the system for viewing by the public**".

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

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

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

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

11. All bids are to be submitted on-line on the website https://mcltenders.gov.in. <u>No bid shall be accepted off-line.</u>

12. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and Internet connectivity at bidder's premises to access the e-tender portal. Under any circumstance, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

13. After receipt of "EMD" as stated in clause No.3 of NIT, the part-I will be opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. Part–I shall be evaluated by the system online based on the information furnished by bidders on-line in accordance with clause No 7 of NIT (Eligibility Criteria).This on-line evaluation will be validated by CMPDI.

14. After evaluation of Part-I, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price bid (Part-II).

15. The Price-bid of the successful bidders (qualified in Technical-bid) will be opened on-line, on the scheduled date and after the prescheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

16. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted below along with the qualification information as per format given below will be specified on-line by Evaluator indicating the start date and end date giving 7 days time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of Price bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of attested by notary public of all the specified documents in support of the information /declarations furnished by them on-line within the specified period of 7 days and simultaneously will submit the original Affidavit (As per Sl. No. 7 below) either in person or by post to the Tender Inviting Authority within 10 days of last date of online submission of documents.

Sl. No.	Eligibility Criteria	Scanned copy of documents (attested by Notary Public) to be uploaded by **L-1 bidder** in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	**Eligibility Criteria** (Ref. Clause No 9 (A) of NIT)	Relevant certificates are to be furnished
2.	**Work Experience** (Ref. Clause No 9 (B) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.
3.	**Working Capital** (Ref. Clause No 9 (C) of NIT)	Certificate of Working Capital issued by a Practicing Chartered Accountant, having a membership number with Institute of Chartered Accountants of India, containing all the information furnished by the Bidder on-line. (In case of JV, working capital certificate for the on-line submitted information of each individual partner of JV)
4.	**Permanent Account Number** (Ref. Clause No 9 (D) of NIT)	PAN card issued by Income Tax department, Govt. of India (In case of JV, PAN card for each individual partner of JV)
5.	**Service Tax** (Ref. Clause No 9 (F) of NIT)	Service Tax Registration Certificate issued by Sales Tax /Service Tax department of any Indian State
6.	**Affidavit** (Ref. Clause No 9 (G) of NIT)	An Affidavit on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given

		in the bid document at Section 3.
7.	**Legal Status of the bidder** (Ref. Clause No 9 (H) of NIT)	Any one of the following document : 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
8.	**Digital Signature Certificate** (DSC) (Ref. Clause No 9 (I) of NIT)	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
9.	**Banning** (Ref. Clause No 9 (J) of NIT)	Declaration by the bidders that they have not been/have been banned or delisted by any govt. or quasi-govt. agencies or PSU, as per the Affidavit format given in the bid document at Section 3
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. **Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload.**		

The Tender Committee will examine the uploaded documents against information/ declarations furnished by the L-1 bidder online. If they conform to all of the information /declarations furnished by the bidder online and do not change the eligibility status of the bidder, then the bidder will be considered eligible for award of Contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period, then the same will be specified online by Tender Committee clearly indicating the omissions/shortcomings in the uploaded documents and indicating Start Date and End Date giving 7 days time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of attested by notary public of those specified documents within the specified period of 7 days and in case of Affidavit, will simultaneously submit the original Affidavit (As per Sl.No.11 above) either in person or by post to the Tender Inviting Authority within 10 days of last date of online submission of documents. No additional time will be allowed to the bidder for on-line submission of documents.

a. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.

b. In case the L-1 bidder fails to submit requisite documents online as per NIT, or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done. In this retender, offer from this bidder will not be accepted. This penal action will be enforced from the date of issue of such order.
c. If the L-1 bidder fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, **in two tenders**, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in CMPDI and re-tender will be done. This penal action will be enforced from the date of issue of such order.
d. It is the responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

NOTE:

i In case of clause (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, the bidder is not allowed to participate in the next re-tender and if such act is repeated next time within a span of one year, this bidder will be debarred for one year from participating in tenders in MCL.

ii In case of clause(c) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of the bidder is forfeited and this Bidder is debarred for one year from participating in tenders in MCL. This letter will be circulated to all Areas and MCL HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

iii Penal action against clause (b) & (c) above will be enforced from the date of issue of such order. Such orders must be issued before inviting the retender.

17. <u>One Bid per Bidder</u>:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

18. <u>Refund of EMD</u>:

a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it had been received (except the cases where EMD is to be forfeited).
b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.

d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
e. If the bidder withdraws his / her bid online (i.e., before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of Part I tender.
f. The EMD of successful bidder (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

EMD shall be forfeited in the following circumstances;
- If any tenderer withdraws their offer before finalization of tender.
- If the tenderer fails to submit the order acceptance within 15 days from the date of the order.

19. Site Visit:

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

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

20. Cost of Bidding:

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

21. Change in Constitution of the Contracting Agency:

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

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

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

24. Currencies of Bid and Payment:

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

25. The work should be completed within **60** days and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.

26. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

27. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by CMPDI prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line.

28. Validity of offer:

The validity period of the tenders shall be 180 (One Hundred Eighty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.30 (Modification and Withdrawal of Bid) of NIT.

29. Modification and Withdrawal of Bid:

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

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

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CMPDI. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 one year from participating in tenders in CMPDI. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

   i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
   ii) If the bidder withdrawing his bid is L-1, then re-tendering will be done.

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

30. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

31. Bid Prices:

The Bidders shall offer for the whole work based on the priced Bill of Quantities submitted by the bidder. However, the employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

The Bidder shall fill-in rates and prices for all items of the work described in the Bill of Quantities. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The base diesel price will be specified in the BOQ by the company.

32. (a) All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and total Bid price submitted by the Bidder. All incidental, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

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

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

33. In case the works / service is awarded to a joint venture participating in the tender they have submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.

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

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

36. This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.

37. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

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

39. Negotiations:

Negotiations will be held only if the lowest rate received is not reasonable and decision of the company regarding reasonableness of rates quoted will be final and binding on the bidders.

Work will be awarded to the lowest bidder (L-1) without post tender negotiations if the rates are reasonable

If the rates are not reasonable, negotiations with L-1 only may be undertaken to arrive at a reasonable rate.

40. Notification of Award and Signing of Agreement:

The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the Employer prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause-4 of General terms & Conditions of the tender document.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

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

42. Non-disclosure/ Confidentiality clause:

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

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

43. Technical Specifications:

04 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fiber. The last mile connectivity up to ICT Division, CMPDIL should not be by third party) for a period of (06) Six years by ISP other than Bharat Sanchar Nigam Limited(BSNL)

a) Required Services

i) 04 Mbps (1:1), uncompressed, unshared, Internet Leased Line bandwidth.
ii) Bandwidth Guarantee 99 %.
iii) Network Availability: More than 99 % per quarter
iv) Last mile connectivity : Optical Fiber
v) Packet Losses: Less than 1 % (Average over 1000 ping) at any given point.
vi) Latency: Less than 300 ms.
vii) Required IP Addresses: Minimum 4 Nos. Public IP Addresses.
viii) Interface : Ethernet
ix) Service Level Agreement for 6 years

b) The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 04 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.

c) The equipment, if any supplied by the bidder, should be capable of handling higher bandwidth and should be TEC certified or IPv6 ready logo certified.

d) The ISP must be capable of delivering the latest version of internet protocol i.e. IPv6 as per the guidelines of govt. of India, as and when required (Attach Undertaking).

e) The service provider network should be backed by availability of service centers/ service personnel to attend faults. Address & Telephone Numbers for the same is to be provided.

44. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him.

If services are not found satisfactory,* CMPDI *reserves the right to cancel the contract within three-months.

General Manager (ICT)
CMPDI, Gondwana Place,
Kanke Road, Ranchi-834031.

SECTION -2

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. **Definitions**

i) "Employer" or "Company" means the Central Mine Planning & Design Institute Limited who will employ the contractor represented by the appropriate authority.

ii) "Principal Employer" means the Central Mine Planning & Design Institute Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/Contractors" wherever occurs means the successful tenderer/tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv) "Site" means the land and places including any building and erection thereon, over, under, in or through workplace or any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "Sub-Contractor" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "Accepting Authority" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.

vii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

viii) A "Day" shall mean a day of 24 hours from midnight to midnight.

ix) The "Work" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x) "Contract amount" shall mean:

a) in the case of turnkey contracts, the total sum for which tender is accepted by the company.

b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xi) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

xii) "The constructional plant" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xiii) "The Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) "Department" means the ICT Division of Central Mine Planning & Design Institute Limited represented by the appropriate authority.

xvii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. **Contract Documents:**

The following documents shall constitute the contract documents:

i) Notice Inviting Tender/Detailed Tender Notice.
ii) Letter of Acceptance of Tender/Work Order.
iii) General Terms & Conditions of contract/Commercial Terms & Conditions of contract.
iv) Additional Terms & Conditions of contract, if any.
v) Specifications.
vi) Schedule of quantities (or Bill of Quantities)/Schedule of work/Scope of work

3. **PRICES**

Prices should be quoted as per Price- Bid Format given in **Clause – 5**. Quoted Prices for each item shall have the Quarterly Charges for 24 quarters which shall be inclusive of all costs and charges for maintenance and management of all the items. The applicable taxes and duties, as indicated by the bidder in the Price-Bid sheet, will be paid at actuals on Monthly Rental.

4. **FIRM PRICE**

The quoted prices shall remain FIRM till the completion of the contract.

5. **EVALUATION OF BIDS:**

i) Bidder should offer only one make/model for particular equipment.

ii) The bids will be evaluated based on the sum of Net Present Value (NPV) '**S1**' in **Column-6** of **Table-A** (**given below**) in price bid format for 24 quarters.

Contract will be awarded to the bidder whose sum of Net Present Value (NPV) is lowest subject to CMPDI's acceptance against their Techno-Commercial acceptable Bid.

For evaluation purpose, Net Present Value (NPV) of the quoted quarterly charges for on- site comprehensive maintenance for 72 months, shall be worked out based on indicative discount rate as per the following formula:

NPV = A x 1/(1+K)^n

K = (Discounting rate p.a /100)/4

Where A= Quarterly fee of items quoted in Column-4 of Table-A for 72 months

n = Respective Quarter Number for which payment is to be made.

The discounting factors for all the 24 quarters are given in Col.-5 of Table - A of Price Bid Format given below.

PRICE -BID FORMAT

Table:- A Quarterly Charges

Four (04) Mbps Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI(HQ), Ranchi for Six (06) Years for Circuit Charges.

Description	Quarters	Equated Comprehensive Charges per Quarter (Rs.)	Service Tax (%)	Service Tax in Value(Rs.)	Landed Equated Comprehen-sive charges per Quarter (Rs.)	Discounting factor for each Quarter for evaluation purpose	Net Present Value of Total charges per Quarter for evaluation purpose (Rs.)
		1	2	3	4	5	6
					Col.(4) = Col.(1)+ Col.(3)		Col.6 =Co l(4) x Col (5)
Four (04) Mbps Internet Connectivity Leased Line	1st					0.97087	
	2nd					0.94260	
	3rd					0.91514	
	4th					0.88849	

(OFC) (1:1) uncompressed & unshared with last mile on fiber) from Service Provider other than BSNL for CMPDI(HQ), Ranchi for Six (06) Years.	5th					0.86261	
	6th					0.83748	
	7th					0.81309	
	8th					0.78941	
	9th					0.76642	
	10th					0.74409	
	11th					0.72242	
	12th					0.70138	
	13th					0.68095	
	14th					0.66112	
	15th					0.64186	
	16th					0.62317	
	17th					0.60502	
	18th					0.58739	
	19th					0.57029	
	20th					0.55368	
	21st					0.53755	
	22nd					0.52189	
	23rd					0.50669	
	24th					0.49193	
	Total for Six Years					**S1->**	**S1**

N.B: All Government Taxes applicable will be paid as per the prevailing rate at the end of each quarter.

6. STANDARD PAYMENTS TERMS

a) Quarterly Circuit Charges for the internet leased line will be paid on quarterly basis. After completion of each quarter, the proper tax invoice/bill should be submitted in triplicate, duly signed and pre-receipted along with uptime certificate during the bill period. Payment will be made within 30 days of receipt of bill.

b) Statutory deductions as applicable and penalty, if any, calculated as per the penalty clause will be deducted from the submitted bill.

7. INSPECTION, TESTING & COMMISSIONING

After installation of the Link, it will be inspected by GM (ICT), CMPDIL or his authorized representative as per the parameters specified in the NIT. The link will be accepted & considered to be commissioned only after acceptance testing & compliance of the said parameters.

8. PENALTY CLAUSE

In case the availability of the link/service falls below 99%, the monthly rental charges payable by CMPDI will be reduced by 1% (one percent) for each one percent reduction in availability or by part thereof, e.g. 4% reduction for 95% availability. However, no monthly rentals will be payable for availability below 80%.

If the availability goes below 80% continuously for 3 months, an amount equal to monthly rental charge will be deducted as penalty in the 4th month from the supplier's Performance Bank Guarantee.

If the availability still goes below 80% in the 4th, 5th & 6th month, deduction of an amount equal to monthly rental charge from the supplier's Performance Bank Guarantee as penalty will continue till 6th month.

Again if the availability further goes below 80% in the 7th month CMPDI is free to forfeit the supplier's remaining Performance Bank Guarantee and the rental contract will be terminated.

Note : % availability will be calculated on monthly basis.(calendar month)

9. UPTIME CALCULATION

The Internet Link with related equipment, if any installed by the vendor shall have a comprehensive maintenance for the entire period of the Service Contract to ensure the availability of parameters as per specified Service Level Agreement. After the successful commissioning and acceptance, vendor will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares.

The bidder shall ensure an uptime of 99% for the entire duration. The Link downtime will be reckoned round the clock (24 x 7). Maximum grace period to attend the call will be 4 hours. e.g., if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time will be calculated as below :

First day : from 12.00 hours to 24.00 hours : 12 hours
Second day : 00.00 hours to 11.00 hours : 11 Hours

Total down time hours : (23 - 4) Hours = 19 Hours

The % availability of the Link shall be calculated as follows:

Availability in % =

$$\frac{(\text{No. of days in the quarter} \times 24) - (\text{Total down time hours in the quarter})}{(\text{No. of days in the quarter} \times 24)} \times 100$$

10. MODE OF PAYMENT

The payment will be made through Electronic System for which bidders are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format "MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT" given in Section-3.

In case the bidders are already registered with CMPDI (HQ) for payment through Electronic System, they are not required to submit the above bank details. However, they have to submit a declaration that they are already registered with CMPDI (HQ) for receipt of payment through Electronic System.

11. SECURITY DEPOSIT

Security Deposit shall be Performance Security to be submitted at award of work and the security deposit shall bear no interest. Performance Security should be **10%** of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below.

a. A Bank Guarantee in the form given in the bid document.
b. Govt. Securities, FDR or any other form of deposit stipulated by the owner.
c. Demand Draft drawn in favour of CMPDI Ltd. on any Scheduled Bank payable at its Branch at Ranchi.

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / Security Deposit. The bid security deposited in the form of Demand draft/cash shall be adjusted against the security deposit.
If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either –
(a) At Bidder's option by a Nationalized/Scheduled Indian Bank or
(b) By a Foreign Bank located in India and acceptable to the employer~~.~~
(c) The validity of the Bank Guarantee shall be for a period of six years or ninety days beyond the period of contract, whichever is more.

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

d. State/Central govt. Organisation/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. Authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.

12. **Extension of date of completion:** On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the GM(ICT)

a) **Force Majeure** :

i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earth-quakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder will advise, in the event of his having to resort to this clause, by registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay within 15 days of the occurrence and cessation of such force majeure condition.

In the event of delay due to force majeure for more than one month, the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

b) Serious loss or damage by fire.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

f) Non-availability or breakdown of tools and plants to be made available or made available by the company.

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

13. The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangements for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors' company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

14 **Settlement of Dispute / Arbitration**

14.1 Engineer-In-Charge / Works-In-Charge of the work will make every effort to avoid litigation and disputes with the contractors during the course of execution. However, if such disputes take place between the contractor and the department, it should be mutually settled by a committee comprising of Chief Manager (System), one representative from Finance Division and a representative nominated by GM(ICT). The contractor should make request in writing to the Engineer-In-Charge / Works-In-Charge for settlement of such disputes/claims within 30 days of arising of the cause of dispute/claim and if in the opinion of Engineer-In-Charge / Works-In-Charge the dispute cannot be settled at his level, he will refer the matter to the above committee for settlement within 30 days of receiving intimation from the contractor.

14.2 In case the dispute still persists and the Committee referred above and the Contractors are unable to arrive at a settlement, the matter shall be referred to the Head of Information & Communication Technology Division/Director of the company shall take all effective steps to settle the disputes so raised by negotiation between the parties and if necessary through a committee of the officials as may be considered fit or proper, within 365 days from the date of reference of the dispute.

14.3 Arbitration :

i) In the event of failure in arriving at any settlement within a period of 90 days as referred to in the preceding paragraph, such dispute or difference may be referred to the Sole Arbitrator to be nominated by the Chairman-Cum-Managing Director of the company. Request for such arbitration by the Sole Arbitrator has to be made in writing by the concerned party to the Chairman-Cum-Managing Director of the company within 90 days from the date of failure of settlement of the dispute. The Sole Arbitrator can be an employee of the company or otherwise connected with the company. There shall be no objection to any such appointment.

In the event of the arbitrator neglecting or refusing to act or resigning or being unable to act for any reason whatsoever, the Chairman-Cum-Managing Director of the company shall substitute such Arbitrator by a fresh nomination. No person other than the nominated or appointed one as aforesaid shall act as an Arbitrator. In case any request for arbitration is not made in writing within the time stipulated herein above it shall be deemed to have been waived such right for arbitration and absolutely barred to refer the matter to the arbitration at all.

Work under the contract shall be continued by the Contractor during the Arbitration proceeding unless otherwise directed in writing by the company. Payment due or payable by the company shall not be withheld on account of such arbitration proceedings.

Subjects to as aforesaid the Arbitration and Conciliation Act, 1996 or any statutory modification thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause, venue of the arbitration shall be at the Headquarters of the Company or the place where the cause of action has arisen on the sole discretion of the arbitrator.

ii) The above arbitration clause shall not be applicable in the case of dispute between Public Sector Undertaking inter se or between one Public Sector Undertaking and the government Department and the provisions contained in the following paragraph shall be applicable for such dispute.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In-charge of the Bureau of Public enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the Special Secretary / Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

SECTION -3

LETTER OF BID
&
FORMATS

FORMAT OF LETTER OF BID

LETTER OF BID SHOULD BE PRINTED ON THE LETTER HEAD OF THE BIDDER **(**As Enrolled Online on e-Procurement Portal of MCL**)**

To

The GM (ICT)
ICT Division
CMPDI HQ, Ranchi.

Sub: Letter of Bid for the work…………………..

Ref No. : ………………………………………………………………

Tender Id No.: ………………………..

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website.

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

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

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against CMPDI.

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

"Format of Undertaking for Execution of Supply Order"

LETTER HEAD OF BIDDER

To,
The General Manager (ICT),
ICT Division, CMPDI, Gondwana Place,
Kanke Road, Ranchi-834 031 (Jharkhand).

Sub: Certificate for Execution of Supply Order.

Ref: Tender No…………………. Date:…………………..

Tender ID: (will be taken from the TENDER DETAIL page of this tender in the website: http://mcltenders.gov.in)

Dear Sir,

This is to certify that the items covered in the following supply order (s) uploaded in support of the eligibility for participation against the subject tender have been successfully executed by us:-

Sl.No	Supply Order No.	Date of Supply Order	Name of the Purchaser
1			
2			

We also certify that the information provided by us are correct & true. If the said information is found to be incorrect or false, CMPDI may initiate penal action against us as per the provision of the NIT and/or CIL guidelines.

Yours faithfully,

(Signature of Bidder)

Company Seal

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

I……………………………………………………………………….
……………………... Partner/Legal Attorney Proprietor/Accredited Representative of M/s. ……………………………………. Solemnly declared that :

1. I/We are submitting tender for the work
………………………………………………………………………
………………………………………………………………………
………………………………………………………………………
against Tender Notice No. ------------------------ dated ----------

2. None of the partners of our firm is relative of employee of CMPDI.

3 All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true.

4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.

5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.

6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

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

Signature of the Tenderer

Dated-----------------

Seal of Notary

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

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

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

Ref: Order No._____________ Date _________ and/or Tender/Enquiry/Letter No. _________ Date ___________

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

1. Name of the Party : ____

2. Address of the Party : ____

____

City _______________________PIN Code___________

E- Mail Id ______________________________________

Permanent Account Number _______________________________

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book)			

4. Date from which the mandate should be effective.

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

Place:
Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.
Banker's Stamp :
Date :

(Signature of the Authorized official from the Banks)

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANK 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 ___________________________