



Tender Document

for

Selection of Consultant

for

“Engagement of CMMI Institute Partner Organization for implementing practices as per gap assessment report and to conduct the assessment of Maturity Level 3, Competency mapping for 200 members (a plan for rest of the members) including relevant competency descriptions within defined timeline basis People CMM V2.0”

(Only through e-Tender mode)

Office of the General Manager
Human Resource Development Department
CMPDI (HQ), Gondwana Place, Kanke Road,
Ranchi-834031, Jharkhand, India
Phone: +91-651-2792321, Fax No.: +91-651-2231879
E-mail: gmhrd.cmpdi@coalindia.in

.....

Content Section / Clause No.	Particulars	Page No.
	CONTENTS	
SECTION 1	e-TENDER NOTICE (NIT)	3-22
SECTION 2	INSTRUCTIONS TO BIDDERS(ITB)	23-39
SECTION 3	SCOPE OF WORK AND GENERAL & COMMERCIAL CONDITIONS OF CONTRACT	40-50
SECTION 4	SCHEDULE OF PRICE	51
SECTION 5	FORMATS	52-63
	ANNEXURE-1:FORMAT OF “LETTER OF BID”	52
	ANNEXURE-2: FORMAT OF UNDERTAKING	53
	ANNEXURE-3: MANDATE FORM	54
	ANNEXURE-4:BANK GURANTEE PROFORMA	55-56
	ANNEXURE-5:DELISTING CERTIFICATE	57
	ANNEXURE-6: USER PORTAL AGREEMENT	58-62
	ANNEXURE-7: AUTHORISATION TO DSC HOLDER	63

SECTION - 1

e-TENDER NOTICE (NIT)

Tender No.: CMPDI/HRD/PCMM/2020/01 of 2020-21

Date: 07/09/2020

Name of Work: Engagement of CMMI Institute Partner Organization for implementing practices as per gap assessment report and to conduct the assessment of Maturity Level 3, Competency mapping for 200 members (a plan for rest of the members) including relevant competency descriptions within defined timeline basis People CMM V2.0.

1. INVITATION TO OFFER/TENDER:

Tenders from the reputed, experienced and eligible Consultancy Firms/ Company/ Organizations (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, are invited under Two-Part system on the e-Procurement portal of CIL viz. <http://www.coalindiatenders.nic.in>, for the following services:

Description of work	Estimated Cost (INR)	Bid Security (INR)	Completion period
Engagement of CMMI Institute Partner Organization for implementing practices as per gap assessment report and to conduct the assessment of Maturity Level 3, Competency mapping for 200 members (a plan for rest of the members) including relevant competency descriptions within defined timeline basis People CMM V2.0.	Rs 18,34,900.00 (Inclusive of taxes)	NIL	120 Days

NOTE (Important):

- If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
- There will be no physical / manual sale of the Tender Document.
- There is no tender fee and the bidders can download the Tender Document free of cost.
- Bidders are advised to download the complete set of the Tender Document, including the tender details.
- Interested eligible Bidders may obtain further information, if felt necessary, from the offices as per address given below:

Tender Inviting Authority	Contact Person(s)	
Sri Alok Kumar,	Sri Ajoy Prasad	

General Manager (HRD/CSR), HRD Dept., CMPDI HQ Gondwana Place, Kanke Road Ranchi-834008. Phone: 0651-2792321 Mob: 7488335055 E-Mail ID: gmhrd.cmpdi@coalindia.in	Chief Manager(Excvn.) HRD Dept., CMPDIL HQ Gondwana Place, Kanke Road Ranchi-834008 Phone: 0651-2792331 Mob-8987789024 Email: ajoy.prasad@coalindia.in	
---	---	--

2. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	Date & Time as mentioned in the website: https://coalindiaticenders.nic.in
b.	Document download/ Sale Start Date	
c.	Document download & Bid submission End Date	
d.	Bid Submission Start Date	
e.	Start Date for seeking Clarification on-line	
f.	Last Date for seeking Clarification on-line	
g.	Bid Opening Date	

3. BID SECURITY:

There is no Bid Security for this Tender.

4. AVAILABILITY OF TENDER DOCUMENTS:

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

5. CLARIFICATION OF BID:

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

6. ELIGIBILITY CRITERIA / QUALIFYING REQUIREMENTS (QR):

6.1 Work Experience / Capability Criteria-

The Organization should be a CMMI Institute partner and authorized to conduct People CMM training and People CMM appraisal services at present. Relevant Proof like agreement with CMMI, relevant web page from CMMI partner directory etc. may be attached to meet this criterion.

- 6.1.1 The bidder should have done PCMM assessments of Level 3 or above (at least one) within previous three financial years i.e. FY 2017-2018, FY 2018-19 and FY 2019-20 in India. Relevant proof in the form of work order issued and work completion certification/ performance certificate must be attached. In case, work completion certificate/ performance certificate is not available, all invoices (including the final invoice) raised towards successful completion of scope of work as per work order may be attached.
- 6.1.2 The bidders should have completed at least Two (2) end to end PCMM Projects with an Indian Organizations. End to end PCMM Project include Preparation /review, Diagnostic gap assessment and preparation of high-level roadmap. Preparation / review may include training / orientation / sensitization, organization preparedness for assessment, organization readiness checks and periodic implementation reviews. Relevant proof in the form of work order / purchase order issued and work completion certification / performance certificate must be attached. In case, work completion certificate / performance certificate is not available, all invoices (including the final invoice) raised towards successful completion of scope of work as per work order may be uploaded.
- 6.1.3 The bidders should be able to attach at least 3 work orders related to Training or Diagnostic gap assessment or both for PCMM model in the PSU's / Central Govt / State Govt / Quasi Govt Work order of running work may also be uploaded.

Note: Relevant proofs must be furnished online by the bidder without which the bid is liable to be rejected.

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

1. Scanned copies of Agreement with CMMI, web page from CMMI partner directory etc. should be uploaded to establish that the organization is a CMMI Institute partner. (Refer to Table 2.1.1 available in the NIT at Section-2)
2. Copies of Work Order issued and Work Completion Certification/ Performance Certificate related to PCMM assessment of Level 3 or above within the said financial years mentioned at clause no. 6.1.1. (Refer to Table 2.1.2 available in the NIT at Section-2)
3. Copies of at least two work orders issued and work completion certificates / performance certificates / Invoices along with other supporting document(s), if required, issued by the client containing specific details of each of Project(s) as following (Refer Table: 2.1.3):
 - Nature & scope of work;
 - Specific work value;
 - Completion date of the work, etc.
4. Copies of at least three work orders issued and work completion certificates / performance certificates / Invoices along with other supporting document(s), if required, issued by the client containing specific details related to Training or Diagnostic gap assessment or both for PCMM model in the PSU's / Central Govt / State Govt / Quasi Govt Work order of running works (Refer Table:2.1.4).

The copies of the documents submitted for each work must be properly numbered for reference.

6.2 Key Personnel Strength-

The Bidders must possess "Key Personnel" (minimum number) as mentioned in the following paragraphs:

- 6.2.1 The bidder should propose a core team of 5 consultants for the assignment with cumulative average years of professional Experience of 10 or more years with not less than two of the consultants being certified PCMM lead Appraiser / Assessor and at least one of the Lead Appraiser / Assessor should be on the regular rolls of the consultancy and one of the lead appraiser / assessor should have professional qualification in HR area and experience in HR domain of at least 5 years. At least two diagnostic gap assessment / PCMM Appraisals should have been done by each certified lead appraiser / assessor.
- 6.2.2 The other three consultants in the core team should be certified assessment / appeal is all team members. Copy of certificate towards proof of being certified PCMM lead appraiser or assessor / Assessment or appeal is all Team Members (ATMs) must be furnished by the bidder. Bidder must furnish relevant proof towards one of the lead assessor being professionally qualified in HR area and having experience in HR domain of at least 5 years. For overall professional experience of core team members, CV enclosed in the format prescribed with this bid document duly signed by the bid signing authority will suffice.
- 6.2.3 **Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**
Relevant documents must be uploaded by the bidder with respect to professional experience of consultants as a proof establishing the following criteria (Refer Table: 2.1.5):
1. A core team of 5 consultants for the assignment with cumulative average years of professional Experience of 10 or more years.
 2. At least one of the Lead Appraiser / Assessor should be on the regular rolls of the consultancy.
 3. One of the lead appraiser / assessor should have professional qualification in HR area and experience in HR domain of at least 5 years.
 4. At least two diagnostic gap assessment / PCMM Appraisals should have been done by each certified lead appraiser / assessor.
 5. Other three consultants in the core team should be certified assessment.
 6. Copy of certificate towards proof of being certified PCMM lead appraiser or assessor / Assessment or appeal is all Team Members (ATMs) must be furnished by the bidder.
 7. CV enclosed in the format prescribed (Refer to annexure Table 2.1.5) with this bid document duly signed by the bid signing authority.

The copies of the documents submitted for key personnel must be properly numbered for reference.

6.3 Financial Strength-

6.3.1 Turn-over:

The Bidder in their name must have achieved a minimum average annual financial turnover from services offered during the last 3(three) consecutive financial years ending 31st March of 2020 i.e. FY 2017-2018, FY 2018-19 and FY 2019-20 should be at least 30% of the estimated cost put to tender.

If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of “zero” for the year(s) for which no information is given by the bidder.

Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the Bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the

year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

The intending Bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or equivalent based on audited balance sheet.

If the audited balance sheet for the immediately preceding year is not available / published at the time of bid submission, audited balance sheet / profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be submitted for evaluating the credentials of the Bidder.

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

1. The intending bidders must upload the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online (Refer Table:2.1.6).
2. Name and membership number of the Statutory Auditor / Chartered Accountant or equivalent, as applicable, issuing financial turnover certificate with UDIN Number.

6.4 Permanent Account Number-

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

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

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

Technical evaluation by the System:

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

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

PAN CARD of the bidder.

6.5 Goods and Services Tax (Not Applicable for Exempted Services)-

The bidder should be either

GST Registered Bidder under regular scheme,

OR

GST Registered Bidder under composition scheme,

OR

GST unregistered Bidder.

Data to be furnished by Bidder on-line: In respect of the above eligibility criteria the bidder is required to furnish the following information online:

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

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

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

Note:

- a) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and Rules.
- b) During the execution of the contract, if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

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

- I. Status: GST registered Bidder under regular scheme.
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.
- II. GST Registered Bidder under composition scheme.
Document: Relevant document establishing that the bidder has GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.
- III. Status: GST unregistered bidder.
Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules.

6.6 Legal Status of the bidder-

The bidder should be one of the following: Proprietorship / Partnership / Public limited / Private limited company or Government owned Enterprises in India.

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

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

Confirmation in the form of YES / NO regarding possessing the supporting documents.

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

Any one of the following documents as applicable:

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.

6.7 Banning-

The bidder should not be blacklisted /debarred / banned by any Central PSU or Government Ministry, Department or Government owned Enterprises in India on the date of bidding.

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

Declaration that the bidder is not blacklisted /debarred /banned on the date of bidding by any Central PSU or Government Ministry, Department or Government owned Enterprises in India (Refer ANNEXURE-V).

7. SUBMISSION OF BID:

7.1 The bidder will submit their bid online on the website <https://coalindiatenders.nic.in>. No off-line bid shall be accepted unless otherwise specified. However, in case of tenders having relaxation in eligibility criteria for co-operative societies formed by PAPs (Project Affected Persons), there will be provision for offline submission of bids by PAPs and online submission of bids by bidders other than PAPs in the same tender. The NIT should contain the appropriate clause for this provision like exemption of EMD and offline submission of bid by PAPs.

7.2 Online Registration-

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The prospective bidders should register for availing the services through the option “Online Bidder Enrollment” on the home page of at <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

7.3 System Requirement-

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

7.4 Help for participating in e-tender-

The detailed method for participating in the e-procurement is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Procurement portal. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 1800 3070 2232. All queries will be answered in English / Hindi only.

7.5 User Portal Agreement:

The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement (refer ANNEXURE-VI) will be a part of NIT/ Contract Document.

In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

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

7.6 Digital Signature Certificate (DSC):

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

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 (Refer ANNEXURE-VII).

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

Confirmation in the form of YES / NO regarding either a DSC holder or possessing the supporting document for authorization.

7.7 General Instructions for Submission of Tender:

- 7.7.1 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
- 7.7.2 Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
- 7.7.3 The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 7.7.4 **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
- 7.7.5 **Communication:** All communication sent by CMPDIL as well as the e-procurement service provider by post / fax / e-mail / SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
- 7.7.6 All notices to the bidders shall be sent by online only during the process of finalization of tender by CMPDIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail-id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail-id and mobile no. of authorized representative at Instruction to Bidders for communications through e-mails / SMS alerts (if any).
- 7.7.7 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.
- 7.7.8 No modification of the bid or any form of communication with CMPDIL or submission of any additional documents, not specifically asked for by CMPDIL, will be allowed and even if submitted, they will not be considered by the purchaser after opening of the bid.
- 7.7.9 In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CMPDIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CMPDIL.

- a. The Part I ‘Techno-Commercial Bid’ contains the Eligibility Criteria and other techno-commercial terms. The Bidder is required to upload the relevant documents as specified /asked in the tender document.
- b. **General Technical Evaluation:** The bidder has to fulfil / comply with all the terms of ‘General Technical Evaluation’ (GTE).
- c. **Letter of Bid:** The format of Letter of Bid (LOB) will be downloaded by the bidder and will be printed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

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

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

- d. **Undertaking by the bidder:** The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.
- e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT are to be uploaded in Cover-I by the bidder while submitting his/ her bid.

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

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder’s letter head, in prescribed format (ANNEXURE-I).
2	The Work Experience: (Refer Clause 6.1 of NIT)	Bidders are required to submit Work Order along with satisfactory Work Completion Certificate issued by the employer against the Work Experience as per the eligibility criteria para 6.1.4 (1) to (4).
3	Key Personnel Strength: (Refer Clause 6.2 of NIT)	Bidders are required to submit documents as per para 6.2.3.
4	Financial Strength Turn-over: (Refer Clause 6.3.1 of NIT):	Bidders are required to submit documents as per para 6.3.2.
5	Permanent Account Number (PAN) (Refer clause 6.4 of NIT):	The bidders are required to furnish the Scanned copy of PAN CARD of the bidder.

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
6	Goods and Service Tax: (Refer Clause 6.5 of NIT)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder. Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India.
7	Legal Status of the bidder: (Refer clause 6.6 of NIT):	<u>Any one of the following documents:</u> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
8	Digital Signature Certificate (Refer clause 7.6):	If the bidder himself is the DSC holder bidding online, 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 (ANNEXURE-VII).
9.	Mandate Form for Electronic Fund Transfer.	Copy of Mandate form duly filled in as per Performa. (As per ANNEXURE-III).
10.	Banning / Delisting (Refer clause 6.7):	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 (As per ANNEXURE-V). If the declaration is not given, the bid will be rejected as non-responsive.
11.	An undertaking regarding genuineness of the information furnished by him online and authenticity of the scanned copy of documents uploaded by him online in support of his eligibility, as per the format given in (ANNEXURE-II).	
12.	In addition to the above documents, the data as per following table should also be uploaded: Table 2.2.1 , 2.2.2 , 2.2.3 , 2.2.4 , 2.2.5 & 2.2.6 (Total 6 table)	
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	

f. Price Bid (Part-II)

The Price Bid in Excel format will be downloaded by the Bidder and they will quote the Price on this Excel file. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The Price Bid of Bidder 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 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.

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.

8. EXTENSION OF TIME SCHEDULE OF TENDER:

If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be automatically extended initially for a period of two days and if the number of bids still remains less than three then for another five days:

- i. Last date of submission of Bid
- ii. Date of opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.

Notes:

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

9. OPENING OF BID (TECHNICAL / PART-I):

1. Opening of Technical bid: The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
2. The e-Procurement System will evaluate the bids automatically on the basis of relevant data provided by bidder through a form (GTE) in an objective and structured manner. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be rejected.
3. All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online 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.

10. EVALUATION OF TENDER (TECHNICAL PART / COVER-I):

- 10.1 Methodology of bid evaluation will be on **Quality Cum Cost Based System (QCBS)** and detailed process of evaluation is given at Para/Clause 2.30 of Section 2 of NIT. Bidder is required to meet the Qualification Requirements for the said job as given in e-Tender Notice Qualifying criteria i.e. Clause no. 6 of Section 1 of NIT.
- 10.2 After opening of Technical bid, the system will generate an auto-response sheet based on the Bidders' value in GTE. However, it will be scrutinized by Tender Committee members of CMPDIL based on the uploaded documents.
- 10.3 Thereafter, the documents submitted by bidder(s) in Cover-I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/ declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and subject to getting the minimum requisite score, as per the methodology explained in Clause 2.30 of Section 2 of NIT, the bidder will be considered eligible for opening of price bid.
- 10.4 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 Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days and no additional time will be allowed for on-line submission of documents. No further clarification shall be sought from Bidder.
- 10.5 It is responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- 10.6 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.
- 10.7 In case the bidder(s) submit(s) requisite documents online as per NIT and **obtain minimum score of 70 out of 100 in the Techno-commercial part** (Cover-I/ Part-I) then the bidder(s) will be considered eligible for opening of Price Bid (Part-II).
- 10.8 Seeking clarification shall be restricted to confirmation of submitted document/ online information and it will be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- 10.9 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents, their/his bid shall be rejected.
- 10.10 After Technical and commercial evaluation of tender and the short listing of techno-commercially acceptable Bidders, "Technical Evaluation Summary" will be uploaded by the evaluator. The price bid of techno-commercially qualified shortlisted firms shall be opened on preschedule date and time mentioned in the NIT online on the e-Procurement portal of CIL. However, in case there is

any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.

- 10.11 In case none of the bidder(s) complies with the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- 10.12 In case, any bidder fails to submit requisite documents as per NIT or if any of the information/ declaration furnished by any bidder is found to be wrong during evaluation of documents submitted by the bidder, which changes the eligibility status of the bidders, and is considered as defaulted, then his bid shall be rejected and suspension/ banning clause may be invoked against the bidder as per the extant rules.
- 10.13 In case none of the bidder(s) complies with the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)
- 10.14 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.
- 10.15 Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable. Accordingly, provisions of these guidelines are to be modified suitably.

10.16 Technical Scoring Evaluation Criteria:

Marks Distributions:(Maximum Points 100)		
Criteria	Criteria Points	(Max Marks)
1. No. of Lead Assessors trained in People Capability Maturity Model (People CMM) with a basic background of Post-Graduation/MBA/Phd in Human Resources/Personnel Management /Social Work/ Labour Welfare/ Labour Law /OD /HRD and experience in HR domain of at least 5 years and on regular rolls of consultancy		20
a. 2 Lead Assessor Certified in P-CMM as Project Lead	20	
b. 1 Lead Assessor Certified in P-CMM as Project Lead	10	
<u>Documentary Proofs to be attached-</u> Certificate as proof of being certified PCMM Lead Appraiser or Assessor. Educational Qualification certificate copies. Professional Experience Letters from Organizations/consultancies worked for or work order copies of the clients on work pertaining to HR area where lead assessors name is clearly mentioned and work order bears clear mention of engagement timeline. Copy of Employee ID card or other relevant proof towards Lead Assessors being on regular rolls of the consultancy.		
2. Satisfactory Services Certificate from Organizations where bidder has successfully completed similar nature of assignments on People CMM (People CMM V2.0 assessments/ appraisals or People CMM training).		20
a. 10 or more Organizations	20	
b. 5-9 Organizations	15	
c. 1-4 Organizations	10	
<u>Documentary Proofs to be attached-</u> Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. The documentary evidence submitted should clearly have mention of work nature/ work areas.		

3. Preparation/ Review and Diagnostic gap assessment of PCMM Level 2 or above in last three years in Energy Sector. Energy sector includes companies involved in the exploration and development of oil or gas reserves, oil and gas drilling and refining, or integrated power utility companies including renewable energy, power Transmission, electricity distribution and power trading and power fuel suppliers such as coal and lignite. (No. of Projects)		10
a. 5 or more Projects	10	
b. 1-5 Projects	05	
<u>Documentary Proofs to be attached-</u> Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
4. Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 in last three years (No. of Projects)		10
a. 5 or more Projects	10	
b. 1-5 Projects	05	
<u>Documentary Proofs to be attached-</u> Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
5. Experience of working with Public sector Enterprises or banks/ Central / State Governments / Ministries on PCMM assessments		30
a. 15 or more organizations	30	
b. 10 to 14 organizations	20	
c. 4 to 9 organizations	10	
<u>Documentary Proofs to be attached-</u> Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
6. Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 or Level 5 in last three years (No. of Projects)		10
a. 3 or more Projects	10	
b. 1 or 2 Projects	05	
<u>Documentary Proofs to be attached-</u> Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
TOTAL TECHNICAL SCORE		100

11. OPENING OF PRICE BID (PART-II):

11.1 The date and time of opening of Part-II / Price Bid will be communicated through on-line system.

No separate communication will be sent in this regard.

- 11.2 The Price bid of the shortlisted Bidders (technically qualified and those who have obtained the minimum score in techno-commercial part) will be decrypted and opened on-line on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The Bidders may view the Price Bid opening on-line remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid / BOQ submitted by all shortlisted Bidders. Bidders will get the information regarding the status of their Price Bid and the ranking thereof on the web-site based on price only, quoted by them. However, the final status will be computed on the basis of combined scores of Part-I and Part-II (total marks), which will be uploaded on the system for viewing of bidders.
- 11.3 In the comparative statement of BOQ generated online by the system, the bidder quoting the lowest price will be declared as L1, the next higher quoted rate as L2 and so on. However, in this tender, work will be awarded to the H1 bidder who obtains the highest combined scores in Part-I and Part-II (as calculated in clause 12 below).

12. EVALUATION OF THE BIDS (FINANCIAL / PRICE BID / PART-II):

- 12.1 Bidders clearing the Technical Evaluation (scoring 70 or more out of 100) will have their price bids opened. Price Bid/BOQ submitted by such bidders shall be taken into account for price evaluation.
- 12.2 The bid having the Lowest Financial Offer (LFO) shall be termed as the Price of Lowest Financial Proposal (LFP) and will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:

Financial Score of other bidder, FS = 100 x LFP / FP

FS = Financial score of Proposal under consideration

LFP = Price of Lowest Financial Proposal

FP = Price of Proposal under consideration

- 12.3 The technical and financial proposals would be given the weightage in the ratio of **60:40**.

Total score of the bidder party will be determined based on the following formula:

Total score, S = 0.60 * S_t + 0.40 * S_f

S = Final Combined Score

S_t = Combined Technical Score

S_f = Combined Financial Score

- 12.4 The bidder whose bid has secured the highest “Final Combined Score” as per above will be considered as successful bidder. In the above calculations of Evaluation of bids for total score, score will be rounded up to two decimals.
- 12.5 As an example, the following procedure will be followed for evaluation.

In a particular case of Engagement of CMMI Institute Partner Organization, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 60:40.

In response to the NIT, say, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A Rs.120.

B Rs.100 and

C Rs.130.

Using the formula, Points assigned as above:

Where LEC stands for lowest evaluated cost and EC stands for evaluated cost,

The committee gave them the following points for financial proposals:

A: $(100 / 120) * 100 = 83.33$ points

B: $(100 / 100) * 100 = 100.00$ points and

C: $(100 / 130) * 100 = 76.92$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.60 + 83.33 \times 0.40 = 78.33$ points.

Proposal B: $80 \times 0.60 + 100 \times 0.40 = 88$ points

Proposal C: $90 \times 0.60 + 76.92 \times 0.40 = 84.77$ points.

The three proposals in the combined technical and financial evaluation are ranked as under:

Proposal A: 78.33 points: H3

Proposal B: 88.00 points: H1

Proposal C: 84.77 points: H2

Proposal B at the evaluated score of 88.00 will be declared as successful bidder and will be recommended for approval to the competent authority.

- 12.6 In the event that there are two (2) or more bidders having the same score after technical and financial evaluation, the bidder securing the highest technical score will be adjudicated as the “**Best Responsive bid**” for award of the work. In case the tie is still not broken then successful bidder will be decided based on the lot system. CMPDIL shall be the sole judge in this regard.

13. AWARD OF WORK:

- i. The work order to the successful Bidder, whose Bid has been determined to be substantially responsive to the Bidding documents and who scores the highest total composite bid score (H1 rank) in the combined evaluation will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered / speed post.
- ii. The processes for entering into the agreement, if any, with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document.
- iii. If H-1 bidder backs out, the bidder will be debarred for minimum one (1) year from participating in tenders in CMPDIL.

14. REVOCATION OF TENDER PROCESS:

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

In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. Bid Opening stage etc.) to comply with the Court’s verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced

with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

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

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

15. **BID VALIDITY:**

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

16. **SECURITY DEPOSIT / PERFORMANCE SECURITY:**

16.1 Performance Security shall be **10%** of contract value and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs.5.0 lakhs.

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 / Nationalized 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.

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

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

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 with forfeiture of the bid security/earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in CMPDIL / CIL HQ for a period of minimum one year from the date of issue of such letter.

- 16.2 **REFUND OF SECURITY DEPOSIT:** The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work satisfactorily Performance Security shall be refunded as elaborated at Clause 2.20.

17. MODIFICATION AND WITHDRAWAL OF BID:

- 17.1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish.
- 17.2 Bidders may withdraw their bids online within the end date of bid submission. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/Letter of acceptance (LOA) with the following provision of penal action:
- 17.3 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 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.
- 17.4 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 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:
- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 17.5 below:”

Note:

- i). In case of clause 17.1 & 17.2 above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority.

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

17.5 The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any Bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids:

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

17.6 Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause 1.11.1 (a) (b) and Clause 1.11.2 (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.

18. NOTES:

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

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

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

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

19. SETTLEMENT OF DISPUTES:

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

The contractor should make request in writing to the Engineer-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 contractor shall be entertained by the company.

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

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

19.1 Settlement of Disputes through Arbitration:

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

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

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

Sole Arbitration:

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

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it

shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 date- 22.05.2018”.

20. 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.

**General Manager (HRD / CSR),
CMPDIL HQ.**

SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

2.1. SCOPE OF BIDDER

- 2.1.1 CMPDI, invites bid for consultancy services for “Engagement of CMMI Institute Partner Organization for implement practices as per gap assessment report and conduct the assessment of Maturity Level 3, Competency mapping for 200 members (a plan for rest of the members) including relevant competency descriptions within defined timeline basis People CMM V2.0”.
- 2.1.2 The successful Bidder will be expected to complete the Work within the completion period specified in the Bid Document/Notice.

2.2. ELIGIBLE BIDDERS

- 2.2.1 The Bidder shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-Tender Notice (NIT).
- 2.2.2 An entity that has been engaged by the CMPDI to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.
- 2.2.3 The Bidders shall have 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.
- 2.2.4 The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, 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.
- 2.2.5 CMPDI reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
No sub-letting of the work by the Successful Consultant is permissible.

2.3. ONE BID PER BIDDER

Each Bidder shall submit only one Bid. A Bidder who 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.

2.4. 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.

2.5. 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 Services,

- v) Various Formats,
- vi) e-Tender User Portal Agreement.

2.6. CLARIFICATION ON BIDDING DOCUMENTS

A prospective Bidder requiring any interpretation or clarification of bidding document may seek clarification online. 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 CMPDI online 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.

2.7. AMENDMENT OF BIDDING DOCUMENTS

- 2.7.1 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.
- 2.7.2 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.

2.8. 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.

2.9. 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 or applicable equivalent foreign currency.

2.10. BID PRICES

- 2.10.1 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.
- 2.10.2 The Bidder shall submit prices / Consultancy fees for all elements of scope of services described in Section 4.
- 2.10.3 All duties, taxes (excluding GST) and other levies, octroi, if any, shall be payable by the Successful Consultant 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. The price quoted by the Bidders will be inclusive of applicable taxes of the origin of the country of the Bidder.
- 2.10.4 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. CMPDI 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.

- 2.10.5 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.

2.11. BID VALIDITY

- 2.11.1 Bid shall remain valid for a period not less than 120 (One Hundred Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by CMPDI.
- 2.11.2 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.

2.12. BID SECURITY

There will be no Bid Security for this tender.

2.13. DEADLINE FOR SUBMISSION OF BID

- 2.13.1 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.
- 2.13.2 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.

2.14. SIGNING AND SUBMISSION OF BID

- 2.14.1 The Bidder's Bid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder's Bid 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.
- 2.14.2 Submission of Bid shall be as detailed at Clause 7 of e-Tender Notice.

2.15. MODIFICATION AND WITHDRAWAL OF BID

Modification and withdrawal of Bid shall be guided by Clause 17 of e-Tender Notice.

2.16. BID OPENING

All bids are to be submitted online only at the web-site [<http://www.coalindiatenders.nic.in>]

After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission (Clause 7 of e-Tender Notice) before scheduled submission, the CMPDI will open the Bid in the manner as specified under Clause 9 of e-Tender Notice.

2.17. EVALUATION AND COMPARISON OF BIDS

- 2.17.1 Evaluation and comparison of bids will be done. This evaluation will be validated by CMPDI at each stage as deliberated in Clause 10 & Clause 12 of NIT (Section-1) on the basis of credentials of the Bidders. The Bidders are required to comply with requirements as per Clause 6 of NIT.

The system generated price bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of GST etc. as applicable. L-1 will be decided based on cost

to company.

- 2.17.2 Bidders are advised that the assessment of qualification of Bidders will be entirely at the discretion of CMPDI. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by CMPDI. CMPDI will not entertain any query or clarification from Bidders who fail to qualify.
- 2.17.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, CMPDI may, in its sole discretion, exclude the relevant project from the eligible experience of the Bidder.
- 2.17.4 In the event that a Bidder claims credit for any credential, and such claim is determined by CMPDI as incorrect or erroneous, CMPDI shall reject such claim and the decision of CMPDI shall be final. Where any information is found to be patently false or amounting to a material misrepresentation, CMPDI reserves the right to reject the bid.

2.18. AWARD CRITERIA

- 2.18.1 CMPDI will award the work to the qualified Bidder whose Bid has been determined to substantially responsive to the Bidding documents and who has offered the lowest evaluated bid price. CMPDI shall be sole judge in this regard.

2.19. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.19.1 The Bidder, whose bid has been accepted, will be notified of the award by CMPDI prior to expiration of the bid validity period in writing by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that CMPDI will pay to the successful Bidder in consideration of the execution of the contract by the successful Bidder as prescribed by the Contract. The notification of award will constitute the formation of the Contract.
- 2.19.2 The successful Bidder shall enter into a Contract Agreement with CMPDI within 30 (thirty) days from the date of 'Letter of Acceptance' (LoA) or within such extended time as may be granted by CMPDI. The cost of the stamp papers for the contract agreement shall be borne by the successful Bidder. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the successful Bidder free of cost and the original is to be retained by the CMPDI. The contract document shall not be used by the successful Bidder for any purpose other than this contract and the successful Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.19.3 After notification of award of the contract, CMPDI will promptly notify the other Bidders that their Bids have been unsuccessful.

2.20. PERFORMANCE SECURITY

Performance Security shall be 10% of Contract Price, as per Clause 16 of Section 1 of NIT which will be retained by CMPDI till the successful completion and submission of the report to the satisfaction of CMPDI. The Performance Security will be released without any interest.

2.21. 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.

2.22. CONSULTANTS 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.

2.23. e-PAYMENT

2.23.1 The 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.

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

2.23.3 All payments under the contract shall be in Indian Rupees or applicable equivalent foreign currency.

2.24. SCOPE OF WORK

The scope of work contains -

- Strengthen & Implement the Maturity Level 2 & Maturity Level 3 practices as per previous Gap Assessment report in line with PCMM V2.0.
- Competency mapping for 200 members (a plan for rest of the members) along with relevant Competency descriptions.
- Diagnostic Gap Assessment on PCMM V2.0 model to assess attainment of Maturity Level 3 (ML3).
- Roadmap for achieving next levels
- Group level presentation to CMPDIL leadership and senior management on the diagnostic gap assessment outcomes.
- Documentation & Review

The above scope is only indicative. The Detailed scope of work is furnished under Technical Specifications of the tender.

2.25. PERIOD OF CONSULTANCY CONTRACT

- The Period of Consultancy Contract is 120 Days from the date of letter of Award (LOA) to consultant .
- The time schedule for each deliverable is mentioned under Para 3.3 of Section –3 i.e. Scope of Work and General & Commercial Conditions of Contract
- The schedule of payment will be milestone basis. The deliverable wise schedule of payment is mentioned under Para 3.4 of Section – 3.

2.26. BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following minimum qualifying requirements will have to be particularly met by the Bidders without which the same will be considered as non- responsive and

rejected.

2.27. QUALIFYING REQUIREMENTS (QR)

2.27.1 Minimum Capability Criteria

- a. The Organization should be a CMMI Institute partner and authorized to conduct People CMM training and People CMM appraisal services at present. Relevant Proof like agreement with CMMI, relevant web page from CMMI partner directory etc. may be attached to meet this criterion.
- b. The bidder should have done PCMM assessments of Level 3 or above (at least one) within previous three financial years, i.e. FY 2017-2018, FY 2018-2019 and FY 2019-20 in India. Relevant proof in the form of work order/ purchase order issued and work completion certification/ performance certificate must be submitted. In case, work completion certificate/ performance certificate is not available, all invoices (including the final invoice) raised towards successful completion of scope of work as per work order may be attached.
- c. The bidders should have completed at least Two (2) end to end PCMM Projects with an Indian Organizations. End to end PCMM Project include Preparation, Review, Diagnostic gap assessment and preparation of high level roadmap. Preparation /review may include training/ orientation/ sensitization, organization preparedness for assessment, organization readiness checks and periodic implementation reviews. Relevant proof in the form of work order/ purchase order issued and work completion certification/ performance certificate must be attached. In case, work completion certificate/ performance certificate is not available, all invoices (including the final invoice) raised towards successful completion of scope of work as per work order should be submitted.
- d. The bidders should be able to attach at least 3 purchase orders/ work orders related to Training or Diagnostic gap assessment or both for PCMM model in the PSU's/Central Gov.t/ State Govt./Quasi Govt. Work order /Purchase order of running work should also be submitted.
- e. The bidder should propose a core team of 5 consultants for the assignment with cumulative average years of professional Experience of 10 or more years with not less than two of the consultants being certified PCMM lead Appraiser/Assessor and at least one of the Lead Appraiser/Assessor should be on the regular rolls of the consultancy and one of the lead appraiser/assessor should have professional qualification in HR area and experience in HR domain of at least 5 years. At least two diagnostic gap assessment/ PCMM Appraisals should have been done by each certified lead appraiser/assessor.
- f. The other three consultants in the core team should be certified assessment/appraisal team members. Copy of certificate towards proof of being certified PCMM lead appraiser or assessor / Assessment or appraisal Team Members (ATMs) must be furnished by the bidder. Bidder must furnish relevant proof towards one of the lead assessor being professionally qualified in HR area and having experience in HR domain of at least 5 years. For overall professional experience of core team members, CV enclosed in the format prescribed with this bid document duly signed by the bid signing authority will suffice.
- g. Note: Relevant proofs as mentioned against each meeting Minimum Capability Criteria must be furnished by the bidder without which the bid is liable to be rejected. The decision to accept/ reject or invite further evidences would lie solely with Tender Evaluation Committee.

2.27.2 Minimum Financial Criteria

- a. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2017-2018, FY 2018-2019 and FY 2019-20) should be at least 30% of the estimated

cost put to tender. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding non-recurring income, e.g. sale of fixed assets. Other income shall not be considered for arriving at annual turnover. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover certified by registered CA should be compulsorily enclosed along with corresponding annual accounts.

2.27.3 Note for information to bidders:

- a. The Bidders to note that evaluation of bidders is based on Quality and Cost Based Selection method (QCBS) and will be evaluated in the following manner:
 - I:** Short listing of bidders who meet the Qualifying Requirements i.e. Minimum Capability criteria as well as Minimum Financial Criteria.
 - II:** Evaluation of qualifying bidders on technical scoring evaluation criteria and shortlisting the bidders who scores 70 and above marks on technical scoring evaluation criteria (Technical scoring evaluation criteria is detailed at Clause 2.30.
 - III:** Selection of successful bidder based on combined technical and financial scores using the weightage of 60% and 40% assigned to technical and financial scores respectively. (Illustration on bid evaluation is placed at Clause 12 of Section 1 of NIT.
- b. Bids which are submitted without proper documentary evidence to substantiate fulfilment of the qualifying requirements as specified, are likely to be rejected without assigning any reasons.
- c. Notwithstanding anything stated above, CMPDIL reserves the right to assess the bidder's capacity and capability to perform the contract, should the circumstances warrant such an assessment in the overall interest of CMPDIL.
- d. Consortium are allowed for this tender but consultancy must have executed all the qualifying projects as per Qualifying requirements and techno-commercial parameters, either as partner or leader in consortium through engagement of their own lead appraisers. Consortium is allowed only to leverage on HR domain expertise of the partnering organization by CMMI partner Organization and not the other way around.
- e. Diagnostic Gap Assessments in scope of work must not be misconstrued with SCAMPI appraisals for credit of level rating by CMMI Institute and featuring on CMMI published appraisal results site (PARS). CMPDIL is taking up PCMM V2.0 assessments to characterize their workforce practices against Maturity levels as defined under People CMM and slowly evolve workforce practices to best-in class in the Industry and Geography.

2.30.1

Marks Distributions: (Maximum Points 100)		
Criteria	Criteria Points	(Max Marks)
1. No. of Lead Assessors trained in People Capability Maturity Model (People CMM) with a basic background of Post-Graduation / MBA / Phd in Human Resources / Personnel Management / Social Work / Labour Welfare / Labour Law / OD / HRD and experience in HR domain of at least 5 years and on regular rolls of consultancy		20
a. 2 Lead Assessor Certified in P-CMM as Project Lead	20	
b. 1 Lead Assessor Certified in P-CMM as Project Lead	10	

Documentary Proofs to be attached- Certificate as proof of being certified PCMM Lead Appraiser or Assessor. Educational Qualification certificate copies. Professional Experience Letters from Organizations/consultancies worked for or work order copies of the clients on work pertaining to HR area where lead assessors name is clearly mentioned and work order bears clear mention of engagement timeline. Copy of Employee ID card or other relevant proof towards Lead Assessors being on regular rolls of the consultancy.		
2. Satisfactory Services Certificate from Organizations where bidder has successfully completed similar nature of assignments on People CMM (People CMM V2.0 assessments / appraisals or People CMM training).		20
a. 10 or more Organizations	20	
b. 5-9 Organizations	15	
c. 1-4 Organizations	10	
Documentary Proofs to be attached- Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. The documentary evidence submitted should clearly have mention of work nature/ work areas.		
3. Preparation/ Review and Diagnostic gap assessment of PCMM Level 2 or above in last three years in Energy Sector. Energy sector includes companies involved in the exploration and development of oil or gas reserves, oil and gas drilling and refining, or integrated power utility companies including renewable energy, power Transmission, electricity distribution and power trading and power fuel suppliers such as coal and lignite. (No. of Projects)		10
a. 5 or more Projects	10	
b) 1-5 Projects	05	
Documentary Proofs to be attached- Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
4. Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 in last three years (No. of Projects)		10
a. 5 or more Projects	10	
b. 1-5 Projects	05	
Documentary Proofs to be attached- Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
5. Experience of working with Public sector Enterprises or banks/ Central / State Governments / Ministries on PCMM assessments		30
a. 15 or more organizations	30	
b. 10 to 14 organizations	20	
c. 4 to 9 organizations	10	

Documentary Proofs to be attached- Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
6. Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 or Level 5 in last three years (No. of Projects)		10
a. 3 or more Projects	10	
b. 1 or 2 Projects	05	
Documentary Proofs to be attached- Relevant Pages of Work Orders/ Purchase Orders along with Work completion certificate or performance certificate or e-mail acknowledgement issued by client towards successful completion of work. In case there is no documentary evidences with the bidder issued from client side towards successful completion of work, bidder may submit all the invoices raised for the project towards completion of scope and deliverables as per work / purchase order.		
TOTAL TECHNICAL SCORE		100

2.30.2 Evaluation Criteria

- The technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.
- Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. The minimum qualification score for the Technical Bid would be 70. However, the Competent Authority may increase or decrease the qualifying score depending upon the response received.

2.30.3 Technical Parameter Sheets

Important Note: Any document viz. letter of award/ contracts/work orders /completion certificate/payment certificate issued by the client(s) and submitted by the bidder to support their technical capability and professional credentials towards ability to perform / complete the full scope of work as enumerated in the Technical Specification of this tender document should clearly reflect any or all assignments enumerated therein as part of bid evaluation criteria or technical scoring criteria.

Table – 2.1.1

The Organization should be a CMMI Institute partner and authorized to conduct People CMM training and People CMM appraisal services at present.

Name of the Bidder:

CMMI Institute partner at present	Yes/ No
Proof Attached	Yes/ No

Signature of authorized signatory of the bidder:

Date:

Seal

Table – 2.1.2

The bidder should have done PCMM assessments of Level 3 or above (at least one) within previous three financial years, i.e. FY: 2017-2018, FY: 2018-2019 and FY: 2019-20 in India

Name of the Bidder:

Client Name	Country	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email	Order Value
				Starting Date	Completion Date			

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.1.3

The bidders should have completed at least Two (2) end to end PCMM Projects with an Indian Organizations.

Name of the Bidder:

Client Name	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email	Order Value
			Starting Date	Completion Date			

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.1.4

The bidders should be able to attach at least 3 purchase orders/ work orders related to Training or Diagnostic gap assessment or both for PCMM model in the PSU's/Central Govt/ State Govt/Quasi Govt.

Name of the Bidder:

Client Name	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email	Order Value
			Starting Date	Completion Date			

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.1.5

The bidder should propose a core team of 5 consultants for the assignment with cumulative average years of professional Experience of 10 or more years with not less than two of the consultants being certified PCMM lead Appraiser / Assessor and at least one of the Lead Appraiser / Assessor should be on the regular rolls of the consultancy and one of the lead appraiser/assessor should have professional qualification in HR area and experience in HR domain of at least 5 years. At least two diagnostic gap assessment / PCMM Appraisals should have been done by each certified lead appraiser / assessor. The other three consultants in the core team should be certified assessment / appraisal team members

Name of the Bidder:

Name of core team member proposed for the assignment	Role Proposed	Qualification	Total years of Experience	Relevant experience (no. of years) (PCMM/H R/both)	Experience in HR (no. of years)	Name of relevant assignments done.	Whether on regular rolls or on contract/as associate	Whether CV Attached in the format prescribed (for format, refer annexure to this table)? (Yes/No)
1.								
2.								
3.								
4.								

5.								
Average cumulative experience of core team members (No. of years)								

Signature of authorized signatory of the bidder:

Date:

Seal:

Annexure to Table 2.1.5

Format for CV of Core Team Members & Proposed Resources

1. Proposed Position:		
2. Name of Firm:		
3. Name of Expert:		
4. Total Years of Work Experience:	Consultancy:	Industry:
5. Total Years of Relevant Experience:	PCMM:	HR:
6. Date of Birth:		
7. Citizenship:		
8. Summary of Profile:		
9. Education		
Institute	Degree	Year
10. Membership in Professional Associations:		

11. Other Trainings:			
12. Countries of Work Experience:			
13. Languages			
Languages		Speak	Read
14. Employment Record			
Period		Employer	Position Held
From	To		
15. Summary of relevant work (PCMM and/or HR assignments) carried out by the Individual:			
Details of task assigned		Work undertaken that best illustrates capability to handle the Tasks Assigned	
		Name of assignment or project:	
		Year:	
		Location:	
		Client:	
		Client address:	
		Contact mail id:	
		Phone No.:	
		Main Project Features:	
		Positions held:	
		Activities performed:	

Certification:

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.1.6

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY: 2017-2018, FY: 2018-2019 and FY: 2019-20) should be at least 30% of the estimated cost put to tender.

Name of the Bidder:

Turnover of the company in Financial Year:	Details /Inputs
2017-18:	
2017-18	
2018-19	
Minimum Average Annual Turnover (MAAT)	
Whether Proof Attached?	YES/ NO
Details of proof attached	

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.1

No. of Lead Assessors trained in People Capability Maturity Model (People CMM) with a basic background of Post-Graduation / MBA / Phd in Human Resources / Personnel Management / Social Work / Labour Welfare / Labour Law / OD / HRD and experience in HR domain of at least 5 years and on regular rolls of consultancy

Name of the Bidder:

Name of Lead Assessor proposed for the assignment	Qualification	Relevant experience in HR (no. of years)	Name & Contact details of Company / Consultancy for which HR assignments done	Whether on regular Rolls or on contractual engagement or on associate model of the bidder	Name of relevant HR assignments done so far	Whether CV Attached in the format prescribed (for format, refer annexure to this table)? (Yes/No)

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.2

Satisfactory Services Certificate from Organizations where bidder has successfully completed similar nature of assignments on People CMM (People CMM V2.0 assessments/ appraisals or People CMM training).

Name of the Bidder:

Client Name	Country	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email
				Starting Date	Completion Date		
Total No.							

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.3

Preparation/ Review and Diagnostic gap assessment of PCMM Level 2 or above in last three years in Energy Sector. Energy sector includes companies involved in the exploration and development of oil or gas reserves, oil and gas drilling and refining, or integrated power utility companies including renewable energy, power Transmission, electricity distribution and power trading and power fuel suppliers such as coal and lignite. (No. of Projects)

Name of the Bidder:

Client Name	Country	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email
				Starting Date	Completion Date		
Total No.							

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.4

Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 in last three years (No. of Projects)

Name of the Bidder:

Client Name	Country	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email
				Starting Date	Completion Date		
Total No.							

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.5

Experience of working with Public Sector Enterprises or banks / Central / State Governments / Quasi Govt / Ministries on PCMM assessments.

Name of the Bidder:

Client Name	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email	Order Value
			Starting Date	Completion Date			

Signature of authorized signatory of the bidder:

Date:

Seal:

Table – 2.2.6

Preparation/ Review and Diagnostic gap assessment of PCMM Level 3 or Level 5 in last three

years (No. of Projects).

Name of the Bidder:

Client Name	Address	Name of the Assignment	Period of assignment		Contact person	Contact No & Email	Order Value
			Starting Date	Completion Date			
Total No.							

Signature of authorized signatory of the bidder:

Date:

Seal:

2.28. TENDER DOCUMENTS

The tender documents consist of:

- i. **Section 1:** Invitation to Bid;
- ii. **Section 2:** Instruction to bidders;
- iii. **Section 3:** Scope of work and General & Commercial Conditions of Contract
- iv. **Section 4:** Schedule of prices
- v. **Section 5:** Annexures

SCOPE OF WORK
AND
GENERAL & COMMERCIAL CONDITIONS OF CONTRACT

3.1 SCOPE OF WORK IN DETAIL**3.1.1 To implement the following PCMM practices of Maturity Level 2 & 3**

- Strengthening the Level 2 Practices**

Process Area	Practice	Practice Description
Communication and Coordination	VE1	A responsible individual(s) verifies that the Communication and Coordination activities are conducted according to the organizations documented policies, practices, procedures, and, where appropriate, plans; and addresses noncompliance.
	VE2	Executive management periodically reviews the Communication and Coordination activities, status, and results; and resolves issues.
Performance Management	P11	Performance improvement plans are developed for resolving persistent performance problems according to a documented Procedure.
Training and Development	P6	A development discussion is held periodically with each individual.
	CO1	The organization establishes and maintains a documented policy for conducting its Training and Development activities.
	ME2	Unit measures of Training and Development activities are collected and maintained.
	VE1	A responsible individual(s) verifies that Training and Development activities are conducted according to the organizations documented policies, practices, procedures, and, where appropriate, plans; and addresses noncompliance.
Compensation	AB3	Individuals performing Compensation activities receive the preparation needed to perform their responsibilities.

- Level 3 Practices**

Process Area	Practice #	Practice Description
Competency Analysis	P1	The workforce competencies required to perform the organization's business activities are identified.
	P2	Each of the organization's workforce competencies is analyzed to identify the knowledge, skills, and process abilities that compose it.
	P3	Workforce competency descriptions are documented and maintained according to a documented procedure.
	P4	Workforce competency descriptions are updated on a periodic and event-driven basis.
	P5	The competency-based processes to be performed by capable individuals in each workforce competency are established and maintained.
	CO1	The organization establishes and maintains a documented policy for conducting its Competency Analysis activities.
	AB3	Individuals performing Competency Analysis activities develop the knowledge, skills, and process abilities needed to perform their responsibilities.

Process Area	Practice #	Practice Description
	AB4	The practices and procedures for performing Competency Analysis are defined and documented.
	ME1	Measurements are made and used to determine the status and performance of Competency Analysis activities within each unit and across the organization.
	ME2	Measurements are made and used to determine the quality of workforce competency descriptions and competency information.
	VE1	A responsible individual(s) verifies that Competency Analysis activities are conducted according to the organization's documented policies, practices, procedures, and, where appropriate, plans; and addresses noncompliance.
Workforce Planning	P11	Each unit's performance in conducting its planned workforce activities is tracked.
	AB5	The practices and procedures for performing Workforce Planning are defined and documented.
	ME1	Measurements are made and used to determine the status and performance of Workforce Planning activities.
	ME2	Unit measures of workforce planning are collected and aggregated at the organizational level.
	SP1	Succession planning (Identification , reviewing & its implantation)
Competency Development	P8	Competency-based experience and information is captured and made available to those within a competency community.
	AB5	Individuals who participate in Competency Development activities receive appropriate orientation in Competency Development practices.
Career Development	AB2	A responsible individual(s) coordinates the Career Development activities for each workforce competency.
	AB4	Individuals responsible for Career Development activities develop the knowledge, skills, and process abilities needed to perform their responsibilities.
	VE1	A responsible individual(s) verifies that Career Development activities are conducted according to the organizations documented policies, practices, and procedures; and addresses noncompliance.
Competency-Based Practices	ME1	Measurements are made and used to determine the status and performance of workforce practices to increase capability in the organization's workforce competencies.
	ME2	Measurements are made and used to determine how effectively competency-based workforce practices are increasing capability in the organization's workforce competencies.
Workgroup Development	CO1	The organization establishes and maintains a documented policy for conducting Workgroup Development activities.
	CO2	An organizational role(s) is assigned responsibility for coordinating Workgroup Development activities across the organization.
	CO3	Workgroup Development activities are incorporated into the organization's strategic workforce plan and the planned workforce activities within units.
	AB2	Adequate resources are provided for performing Workgroup Development activities.
	AB3	Responsible individual(s) to whom the members of a workgroup are accountable develop the knowledge, skills, and process abilities needed to manage workgroups.
	AB4	Workgroup members receive appropriate guidance or training in workgroup skills.
	AB5	The practices and procedures for performing Workgroup Development are defined and documented.

Process Area	Practice #	Practice Description
	ME1	Measurements are made and used to determine the status and performance of Workgroup Development activities across the organization.
	ME2	Measures of workgroup development are collected and aggregated at the organizational level.
	ME3	Measurements are made and used to determine the effectiveness of Workgroup Development activities.
	VE1	A responsible individual(s) verifies that Workgroup Development activities are conducted according to the organization's documented policies, practices, procedures, and, where appropriate, plans; and addresses noncompliance.
	VE2	Executive management periodically reviews the Workgroup Development activities, status, and results; and resolves issues.
Participatory Culture	CO2	The organization establishes and maintains a documented policy for its activities that supports the development of a participatory culture.
	CO3	An organizational role(s) is assigned responsibility for coordinating the organization's activities for developing a participatory culture.
	AB3	Managers develop the knowledge, skills, and process abilities needed to perform their responsibilities regarding communication and participatory management.
	ME1	Measurements are made and used to determine the status and performance of participatory activities and trends within the organization.
	ME2	Measurements are made and used to determine the effectiveness of the participatory practices adopted in the organization.
	VE1	A responsible individual(s) verifies that communication and decision-making activities within the organization are conducted in an open and participative manner according to the organization's values and policies; and addresses noncompliance.

- 3.1.2 Conduct Competency mapping for at least 200 employees (a plan for rest of the members) along with relevant competency descriptions and prepare plan for remaining employees.
- 3.1.3 Diagnostic Gap Assessment on PCMM V2.0 model to assess attainment of Maturity Level 3 (ML3).
- 3.1.4 The Diagnostics Gap Assessment to assess attainment of Maturity Level (ML3) by closing non-conformances and fostering institutionalization practices must be done within 75 days from start of the project.
- 3.1.5 Consultancy must provide the Detailed Report on Diagnostic Gap Assessment outcomes within 15 days of the completion of such assessment.

In case where non-conformances to the level assessed persists or new non-conformances are observed, developmental suggestions to close non-conformances will have to be provided for the level assessed. In case of satisfactory conformances on each goals pertaining to different process areas of Maturity Level 2 and Maturity Level 3, a certificate/endorsement to characterize CMPDIL having People process and capability at Maturity Level 3 (ML3) must be furnished.

- 3.1.6 Group level presentation to CMPDIL Leadership and Senior Management on the Diagnostic Gap Assessment outcomes

The consultancy is expected to conduct Diagnostic gap assessment based appreciation workshop with CMPDIL Leadership and Senior Management team (including Board if required) on the findings of the assessment along with developmental plan consisting of high level roadmaps (key

activities, milestones, review mechanism and governance) and timelines and adaption strategy for attainment of highest maturity level i.e. ML4. This appreciation workshop shall be conducted either on attainment of Maturity Level 3 (ML3) or after Diagnostic Gap Assessment on PCMM V2.0 model to assess attainment of Maturity Level 3 (ML3) and submission of detailed report on diagnostic gap assessment outcomes, as the case may be.

3.1.7 Documentation & Review of final report of PCMM ML-3.

3.2 RESOURCE PERSON TO BE ENGAGED

The bidder shall deploy competent personnel, as required for different services as per requirements stipulated in the tender document. The list of consultants to be deployed on the project on deliverable basis should be submitted at the time of submission of bid proposal with their profile, professional experience and relevant credentials data. The consultants to be finalized from this list at the time of actual execution of project at the client site. Any change/addition of consultants with requisite qualification, credentials and experience at a later stage would require prior written approval from CMPDIL.

The list of core team members to be deployed on the project, should also be submitted at the time of submission of bid proposal with their profile, professional experience and relevant credentials data and a single point of contact to be established from one amongst the core team member for smooth coordination, updating, discussions etc. on the project and its various deliverables status. The core team members to be finalized from this list at the time of kick- start of project execution in consultation with CMPDIL. Any change/addition of core team members with requisite qualification and experience at a later stage would require prior written approval from CMPDIL.

3.3 The price quoted shall be firm and fixed lump sum basis inclusive of all taxes and duties and shall remain valid till the completion of entire scope of work.

3.4 TIMELINE SCHEDULE

S.N.	Scope and Deliverables	Timeline(Duration) with proposed commencement date of work
A	B	C
1	Strengthening & Implementing the Maturity Level 2 & 3 Practices as per previous Gap assessment report	Commencement of workshop within 10 Days from the award of work order. Workshops to strengthen Process areas in ML2 to be completed within 20 days from award of work order. Workshops to strengthen Process areas in ML3 and Institutionalize practices to be completed within 30 days from award of work order. (30 Days)
2	Competency Mapping for at least 200 members (a plan for rest of the members) along with relevant Competency Descriptions)	Within 75 Days from award of work order (75 Days)
3	Diagnostic Gap Assessment on PCMM V2 .0 model to assess attainment of Maturity Level 3 (ML3).	Within 90 days from award of work order (90 days)

4	Group level presentation to CMPDIL Leadership and Senior Management on the Diagnostic Gap Assessment outcomes	Within 120 days from award of work order (120 Days)
---	---	--

3.5 SCHEDULE OF PAYMENT

Sl. No	Scope and Deliverables**	Schedule of Payment
A	B	C
1	Implement the Maturity Level 2 & 3 Practices as per previous Gap assessment report	100% as per the price quoted for the deliverable on successful completion of the deliverable to the satisfaction of the client.
2	Competency Mapping for at least 200 members (a plan for rest of the members) along with relevant Competency Descriptions)	100% as per the price quoted for the deliverable on successful completion of the deliverable to the satisfaction of the client.
3	Diagnostic Gap Assessment on PCMM V2 .0 model to assess attainment of Maturity Level 3 (ML3).	100% as per the price quoted for the deliverable on successful completion of the deliverable to the satisfaction of the client.
4	Group level presentation to CMPDIL Leadership and Senior Management on the Diagnostic Gap Assessment outcomes	100% as per the price quoted for the deliverable on successful completion of the deliverable to the satisfaction of the client.

(**Note: Any payment towards accomplishment of the deliverables defined in the scope will be made by the client only after submission of CPG in the form of Bank Guarantee by the successful bidder and acceptance of the same by the client.)

3.6 LIQUIDATED DAMAGES:

- 3.7.1** The bidder should complete the assignment and each phase within the time frame as mentioned at Para 3.5: Timeline Schedule of Section 3
- 3.7.2** The time schedule for delivery of Service(s) as stipulated in the contract shall be adhered to on the clear understanding that the price(s) of the service(s) has/ have been fixed with reference to the said delivery dates.
- 3.7.3** Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the consultant.
- 3.7.4** If the consultant, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the consultant to commence the work, failing which the consultant will be debarred to take part in the future re-tender. The Company may debar such defaulting consultant from participating in future Tenders for a minimum period of 12(twelve) months.
- 3.7.5** If the consultant fails to complete the work on or before the date of completion 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):

i) @ half percent (½ %) of the contract amount per week of delay.

The aggregate of such compensation/ compensations shall not exceed 10%(ten) percent of the total amount of the contract.

The amount of compensation may be adjusted or setoff against any sum payable to the consultant under this or any other contract with the company.

- 3.7.6** The company, if satisfied, that the works can be completed by the consultant 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, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the consultant 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 limit of 10% of contract value.

The company, if not satisfied that the works can be completed by the consultant, and in the event of failure on the part of the consultant 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.

3.7 DISPUTES

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

The contractor should make request in writing to the Engineer-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 contractor shall be entertained by the company.

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

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

3.8.3 Settlement of Disputes through Arbitration:

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

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

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

Sole Arbitration:

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

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it

shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd. 22.05.2018”.

3.8 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

- 3.9.1 Performance Security should be 10% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:
- 3.9.2 A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at or branch at..... Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

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

- 3.9.3 Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favor of owner.
- 3.9.4 Demand Draft drawn in favor of CMPDI Ltd on any Scheduled Bank payable at its Branch at CMPDI Campus Ranchi.
- 3.9.5 The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.
- 3.9.6 Work shall commence only after submission of Performance Security and Additional Performance Security, if any.

In case the successful bidder fails to submit the Performance Security, if any within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

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.

3.9.7 **Bank Guarantee through SFMS Platform:**

The Bank guarantee issued by the Issuing Bank on behalf of Bidder/ Contractor/ Supplier in favor of CMPDIL India Ltd shall be in paper form as well as issued under the “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS platform is furnished below.

Name of Beneficiary & Its details		Beneficiary Bank, Branch & Address	IFSC Code
Name	Name Unit / Area / Division		
CMPDIL India Ltd.	HRD Department, CMPDIL HQ, Ranchi.	State Bank of India, CMPDIL Branch.	SBIN0005598

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode.

The Bank Guarantee shall be furnished as per respective format prescribed by the CMPDIL and shall be submitted on Non-judicial stamp paper of value Rs.100/- or other appropriate value and the stamp paper shall be in the name of the Bank.

The Bank Guarantee shall be payable on first demand, without demur, irrespective of any dispute between the Bank and the bidder, to the CMPDIL without any condition or dispute whatsoever, subject to fulfilment of the conditions of the Bank Guarantee by CMPDIL, the bidder waives any and all rights to seek injunctive or such like relief restraining CMPDIL from invoking the Bank Guarantee or the Bank from making payment in terms of the Bank Guarantee.

any dispute between the Bank and the bidder, to the CMPDIL without any condition or dispute whatsoever, subject to fulfilment of the conditions of the Bank Guarantee by CMPDIL, the bidder waives any and all rights to seek injunctive or such like relief restraining CMPDIL from invoking the Bank Guarantee or the Bank from making payment in terms of the Bank Guarantee.

- 3.9.8 No interest shall be payable by CMPDIL on the Bank Guarantee or on any part of Bank Guarantee encased. CMPDIL shall have the right to encase the Bank Guarantee for non-compliance of any or all the terms and conditions of the Work Order.

3.9 **MODE OF PAYMENT**

- a) All payments shall be made in E-payment.
- b) All payments shall be made in Indian Rupees only.
- c) The consultant shall furnish the necessary details for effecting E-payment
- d) All bank charges shall be to the account of the consultant only.

3.10 **DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT**

Invoice (Original + 2 copies) shall be sent to the following address: To,

The General Manager (HRD/CSR)
CMPDIL HQ , CMPDIL Campus, Gondwana Place
Kanke Road , Ranchi-834008, Jharkhand.

3.11 LABOUR LAWS

The consultant shall abide by all relevant labour laws and other statutes in force as applicable and client is not to be held responsible for any such violation.

3.12 FACILITIES TO BE EXTENDED TO SUCCESSFUL BIDDER

- a) The transport cost, Boarding and lodging cost, Local Conveyance etc will be borne by the bidder.
- b) The stationeries required for assessments, workshop, Functional group discussion, Interview etc. and any printing requirements at the client site will be borne by the client.

3.13 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.

3.14 FORCE MAJEURE

- I. Force Majeure herein defined is a cause which is beyond the control of the Consultant or the client, which they could not foresee and which substantially affect the performance of the assignment, such as-
 - Natural phenomena including but not limited to floods, droughts, earthquake and epidemics.
 - Act of any government, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes. Strikes, lock outs and sabotage.
 - Riots and Civil commotions.
 - Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.
- II. The Consultant or the client shall not be liable for delays in performing the respective obligations resulting from any Force Majeure condition occurred. The date of completion shall be extended by a reasonable time.
- III. If the performance as a whole or part by the consultant or any obligations under the assignment is prevented or delayed by "Force Majeure" condition for a period exceeding 120 days, the client may at his option terminate the contract in writing (with due notice of 7 days).

- IV. **Patents:** The consultant shall indemnify the CLIENT in the event of contingencies arising on account of infringement of patent rights and other claims by third parties in respect with design, data, drawings furnished by the consultant.

3.15 CANCELLATION OF CONTRACT

3.16.1 CMPDI shall be entitled to cancel the contract in full or in part, if the consultancy firm-

- a. 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
- b. 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
- c. 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
- d. 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 favor in relation to the obtaining or execution of this or any other contract for CMPDI; or
- e. Shall try to obtain a contract with CMPDI by way of ring tendering or other non-bonafide method of competitive tendering.

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

3.16 TAXES & DUTIES

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

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

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

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

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

Input tax credit is to be availed by paying authority as per rule.

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

3.17 JURISDICTION OF THIS CONTRACT

The laws applicable to this contract shall be the laws in force in India. The civil courts having ordinary original civil jurisdiction shall alone have exclusive jurisdiction over all matters concerning this contract. All disputes are subject to Ranchi Court jurisdiction only.

3.18 DELETION

CMPDIL reserves the right to delete any item/item of work from the scope as covered in this contract and execute the same by themselves or through any agency separately appointed by them after giving 7 (Seven) days' notice of such intent. This provision shall apply at any time during the period of the contract. The amount of compensation to be deducted on account of such deletion will be determined by the CLIENT based on the workload involved. The consultant shall provide such documentary evidences as may be needed by the CLIENT to determine the quantum of such compensation. However the decision of the CLIENT in this regard shall be final and binding on the consultant.

3.19 OWNERSHIP OF DOCUMENTS

All documents / data collected by bidder in connection with the study hereunder shall at all stages be and remain the properties of the client, and while in the custody of the bidder shall be fully available to the client and its duly authorized representatives. On completion of the assignment, all documents mentioned herein above shall be delivered by the bidder to the client.

The technical data, information, records and other documents shall not be divulged and or disclosed to any third party or used for any other purpose whatsoever without the client's previous consent in writing except to the extent required.

3.20 LIMITATION OF LIABILITIES

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

SECTION – 4

SCHEDULE OF PRICE

4.1 The prices quoted in this schedule shall cover the entire scope of services in accordance with requirement of the work. For Price Bid a BOQ will be uploaded in **.xls** form, which will be downloaded, filled by the bidders and will again upload the same file without changing the name of the file.

1. The rates quoted shall be on firm and fixed price basis (INR) only.

Sl. No	Scope and Deliverables	Amount in Rupees (INR) (in figure as well as words)
A	B	C
1	Strengthening & Implementing the Maturity Level 2 & 3 Practices as per previous Gap assessment report	
2	Competency Mapping for at least 200 members (a plan for rest of the members) along with relevant Competency Descriptions)	
3	Diagnostic Gap Assessment on PCMM V2 .0 model to assess attainment of Maturity Level 3 (ML3).	
4	Group level presentation to CMPDIL Leadership and Senior Management on the Diagnostic Gap Assessment outcomes	
6	Rate of GST considered	As applicable
7	Total Price(S.No. 1+2+3+4+5+6)	

Signature of authorized signatory of the bidder:

Name: xxxxxxxxxxxxxxxxxxxx

Designation: xxxxxxxxxxxxxxxxxxxx

Company: xxxxxxxx

Date:

Company Seal:

FORMATS

Annexure-I

Format of “Letter of Bid”

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

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

Ref. : Tender Id: “-----”

Dear Sir,

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

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, Ranchi.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months.

Annexure-II

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

FORMAT OF UNDERTAKING

1. I / We Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S., solemnly declare that:
2. I/ We am/ are submitting Bid for the work.....against Tender ID..... and I/ we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
3. I / Our Partners / Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, Ranchi.
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
5. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
6. I/ We hereby authorize department to seek references / clarifications from our Bankers.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. * I/ We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
* I/ We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. * I/ We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).
Or
* I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

ANNEXURE-III

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

**Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031**

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 ID _____

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

1. Name of the Party : _____
2. Address of the Party : _____
City _____ PIN Code _____
3. E- Mail Id _____
4. Permanent Account Number _____
5. **Particulars of Bank**

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
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/ 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 _____

NON-BANNING OR DELISTING CERTIFICATE

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

Date:

Signature of the Bidder with seal of the firm

User Portal Agreement

E-Tender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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

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

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

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

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

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

Bidder Registration, Password and Security

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

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

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

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password might have been divulged, disclosed or discovered by any other third party, he shall immediately modify the

password using “**Change Password**” option. CIL/subsidiary will have no responsibility or obligation in this regard.

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

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

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

Modification of software

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

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

System Requirements

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

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

- (a) Incorrect use of the eTender System; or
- (b) Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/special/ local to Bidder.

Contents of Tender Information

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

Bid Submission Acknowledgement

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

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

Upload files

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

User Conduct

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

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

Amendments to a tender published:

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

Special Admonitions for International Use:

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

Links

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

Miscellaneous

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

Governing Law

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

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

Modification of terms of Agreement

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

Policy and Security

General Policy

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

Information Collected

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

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

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

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

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

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and the next time you visit this site, the data stored in the cookie will be available in future.

Security

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

ANNEXURE-VII

Format for Authorisation to DSC holder
(For bidding online by the person who has signed Letter of Bid)

NON JUDICIAL STAMP PAPER

I/We do hereby authorize M/s/Mr/ Address
..... for online bidding on behalf of me / us for the e-tenders invited by
Lessee on <http://coalindiatenders.nic.in>.

**Name, Signature & Seal of the DSC
Holder Authorized for online bidding.**

**Name, Signature & Seal of the person who
has signed Letter of Bid and is authorizing the
DSC Holder for online bidding**

Signature & Seal of the PUBLIC NOTARY

