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OFFICE OF THE
COAL MINES PROVIDENT FUND COMMISSIONER

इतुल युलु] गृहकृग]
/कुलन& 826014 १/२क [कु]१/२ हृगृर

POLICE LINE, HIRAPUR,
DHANBAD-826014(JHARKHAND),INDIA

File No.CMPFO/150/EDP/OSS/2009/DHN/111

Dated: 23.12.2013

NOTICE INVITING TENDER

Sealed Tenders in “Two part” for extent maintenance support to the CMPFO owned developed Application Software for settlement of Provident Fund Refund, Advances, Pension claims of Coal miners.

The Offer should be submitted in two sealed covers one superscripted” Technical Bid” and other “Price Bid”. Both covers shall be put in another sealed cover superscripting the envelope with “Tender for Maintenance support, Notice No. and due date”

1.0 Earnest Money

The bidder shall furnish, as part of his bid, Bid Security / Earnest Money **which will be three times of total quoted charges per month.** Bid Security/EMD shall be required to be deposited in the form of Demand Draft drawn **in favour of Commissioner, CMPF Account No. -1(10976586920) payable at SBI Main Branch, Dhanbad on any Nationalised/ Scheduled bank payable at SBI, Main branch, Dhanbad.** Earnest Money in the form of irrevocable Bank Guarantee (from any Nationalised/ Scheduled bank , acceptable to CMPFO) with validity 30 days beyond the validity of the bid in the format given in the Bid document will also be acceptable. Any bid not accompanied by an acceptable Bid security! EMD shall be rejected by the Employer as nonresponsive. EMD shall bear no interest

2.0 Availability of Tender Specification Document (TSD):

The Tender Document will be available from the office of Commissioner, CMPFO, Hqrs. Office, Police Line, Hirapur, Dhanbad, Jharkhand on payment of Rs.1000.00 (Rupees One thousand only non refundable on any working day during 10 A.M. to 05 P.M. from **15-01-2014 to 30-01-2014** The complete tender document may also be down loaded from our website www.cmpfo.gov.in

The payment shall be made either in the form of Bank demand Draft drawn on any Indian Nationalised/Scheduled Bank in favour of **Commissioner, CMPF Account No. - 1(10976586920) payable at SBI Main Branch, Dhanbad** or in cash (to be deposited with Cash Section of CMPFO, Hqrs. Office, Dhanbad 10.00 Hrs to 12.00 Hrs). It may be noted that in no case, the Bank Draft drawn prior to the date of notice inviting tender (NIT) will be acceptable. In case the tender document is downloaded from the website, the application money as mentioned above will have to be paid in the form of Bank Draft in favour of **Commissioner, CMPF Account No. -1(10976586920) payable at SBI Main Branch, Dhanbad** along with bid document in separate envelope marked as “Application Fee”

Schedule date of Tendering events:

- i. Availability of Tender document: From **15-01-2014 to 30-01-2014** on any working day between 10 A.M. hrs to 05 P.M. From the office of OSD(EDP), CMPFO, Hqrs. Office, Police Line, Hirapur, Dhanbad. Or CMPFO website www.cmpfo.gov.in (incase of downloading from website)
- ii. Receipt of Tender: Up to 1 PM on **30-01-2014** in the Chamber of OSD(EDP), CMPFO, Hqrs. Office, Police Line, Hirapur, Dhanbad.
- iii. Opening of Tender: **At 03 P.M. on 30-01-2014 at CMPFO, Hqrs. Office, Dhanbad**



Commissioner, CMPFO.

Distribution:

1. Secretary, Ministry of Coal, Government of India, New Delhi.
2. Commissioner, CMPFO, Hqrs. Office, Dhanbad.
3. Joint Commissioner, Div-I, CMPFO, Hqrs. Office, Dhanbad.
4. CVO, CMPFO, Hqrs. Office, Dhanbad.
5. Notice Board, CMPFO, Hqrs. Office, Dhanbad.

TENDER DOCUMENT

TECHNICAL BID

(To be returned to the Organisation)

Name of the work:-Service support to CMPFO-Online Application Software for PF Refund, Pension and Advances etc.

Tender Notice No.: CMPFO/150/EDP/OSS/2009/DHN/111 **Dated:** 23.12.2013

Issued to :-----

Address :-----

Phone No. -----

Issued On -----

Issued by -----

Last date for Submission:-----

Name of the work:- **Service support to CMPFO-Online Application Software for PF Refund, Pension and Advances etc**

Tender Notice No: CMPFO/150/EDP/OSS/2009/DHN/111 Dated: 23.12.2013

Note: Appointment of IT Professional for the work will be valid for two years.

Description	Please write Yes/Not
IT professional will be deployed for the proposed job has requisite qualification mentioned in Column-7.	-----
My firm has the experience in similar nature of job(Details may be attached as per NIT)	
My firm never black listed/debar by any of Govt. Org./PSU/Public Sector etc	
I have the requisite application fee, earnest money as per NIT	
Firm ownership status	Company/partnership/proprietorship /Govt. Undertaking(Pl. tick the applicable)
PF Registration	
PAN/VAT/ No. etc.	
Total volume of work handle during last 7 years in Rs.	

(the tendered shall insure that the offer shall be completed and no columns is left filled and follow on the clauses of NIT)

Signature of tenderer with date

(Full Name)-----

Seal-----



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OFFICE OF THE
COAL MINES PROVIDENT FUND COMMISSIONER

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POLICE LINE, HIRAPUR,
DHANBAD-826014(JHARKHAND),INDIA

NOTICE INVITING TENDER

BRIEF DESCRIPTION OF WORK(s): To extend Maintenance support and customization for Two years for Online Settlement Solution(OSS) Application Software for Coal Mines Provident Fund Organisation which is presently running at 24 Offices of CMPFO. The Application Software has been developed on (i) Oracle Database 9i or higher version at Back End, (ii) Visual studio 6.0&2008 and (iii) Crystal Report as reporting tool. Details of the works to be performed by the bidder are mentioned in the detailed Scope of Work as mentioned in the Document.

Earnest Money: Three times of total quoted charges per month only is to be deposited towards earnest money in form of DD (Demand Draft)/Certified cheque from any Nationalized/Scheduled banks drawn in favour of Commissioner, CMPF Account No. -1(10976586920) payable at SBI Main Branch, Dhanbad. Earnest Money in the form of irrevocable Bank Guarantee (from Nationalized/Schedule Bank, acceptable to CMPFO) with validity of 28 days beyond the validity of the Bid in the format given in the Bid Document will also be acceptable. The Demand Draft/Bank Guarantee must be attached to the tender (**Part-A**). No tender will be accepted unless accompanied by requisite earnest money deposit.

1. Tender Fee / Application Fee:

Tender Fee / Application Fee of Rs.1000.00 (Rupees: One thousand only) (Non refundable) may be deposited in the form of Demand Draft / Banker's Cheque from any scheduled bank drawn in favor of Commissioner, CMPF Account No. -1(10976586920) payable at SBI Main Branch, Dhanbad or cash (to be deposited with Cash Section, CMPFO, Hqrs. Office, Dhanbad between 10 Hrs to 12 Hrs) . The Tender documents shall be made available after payment towards the Application Fee/cost of tender documents on any working day from 15-01-2014 to 30-01-2014

Tender documents are also available on website (www.cmpfo.gov.in) which can be downloaded from the website for submitting the tender. However, tenderers using downloaded tender document has also to pay the cost of tender document in the form of D.D. to be submitted in separate envelope marked "cost of Tender Document".

2. Sale of Tender Document:

Tender Documents shall be sold from the following office:

Office of the Commissioner,
Coal Mines Provident Fund Organisation
Police Line, Hirapur, Dhanbad, Jharkhand

15-01-2014 to 30-01-2014

a) The value of Earnest Money (EMD) to be deposited by the tenderer should be three times of total quoted charges per month only. EMD should be in the form of Demand Draft/Certified cheque/Bank Guarantee drawn on any Nationalized/Scheduled Bank in favour of Commissioner, CMPF Account No. -1(10976586920) payable at SBI Main Branch, Dhanbad and must accompany the Tender i.e. Part-I of the bid, For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender. EMD shall be forfeited if any tenderer withdraw their offer during period of Bid validity. In case of successful tenderer, if the tenderer fails to sign the agreement or to furnish the required security deposit within the specified time, EMD shall be forfeited. EMD shall not carry any interest.

b) Security Deposit shall consist of two parts, Performance Security (5% of the annualized value) plus Retention Money (5% of the running bills). However total of performance Security Deposit and Retention Money shall not exceed 10% of the annualized value of the Contract amount 28 days time shall be given in the order to the successful tenderer to furnish the Performance Security . In case the firm fails to deposit the security money, the order shall be cancelled including forfeiture of EMD and the firm's performance will be kept recorded for future dealings with them.

4. Clarification of Bid:

The bidder may seek clarification in writing within the specified period (before submission of bid). However, the management will clarify as far as possible the relevant queries.

5. Eligible Bidders:

The invitation of bid is open to all bidders including an Individual, proprietorship Firm, Partnership Firm or Company having eligibility to participate as per eligibility criteria stipulated in Clause No. 6 of NIT.

6. Eligibility Criteria:

6.1 The intending bidder must have in its name as a prime contractor experience of having successfully executed works of similar nature valuing 65% of the annualized value of the work put to tender, in any one year during last 3(three) years ending last day of the month previous to the one in which bid applications are invited. In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub-contractor will be taken into account if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

6.2 The bidder must produce evidence of adequacy of minimum working capital (at least 20% of the annualized value of estimated value of this work) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.

6.3 The bidder is required to give an undertaking in the form of an affidavit to deploy the required Manpower for execution of the work within 30 days from the date of Letter of acceptance (LOA) and in support of the authenticity of credential submitted by them along with the tender(Part-A).

The intending tenderer must submit documentary evidence in support of above, in the form of certified copy of work order and challan / invoice, completion certificate, payment certificate/vouchers indicating the period of work /value of work done for which the payment has been made supported by TDS certificate in case of private work execution.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which tender has been invited. The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered as evaluation. While considering the value of completed works, the full value of completed works will be considered whether or not the commencement is within the said 3 (Three) years or not. The cost of completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total no. of days / 365) after the end date of experience (date of completion of work) till one year before the last day of the month previous to one in which tender has been invited.

The definition of similar work shall be as follows:

Development and implementation or maintenance! customization of solution like Provident Fund Settlement and Pension Settlement Application Software in any GOVT/PSU/Reputed Pvt. Company/Organisation etc.

OR

Development and implementation or maintenance! customization of solution like Provident Fund Settlement and Pension Settlement Application Software Coal / Mineral / Mining Industry or in similar remote locations in 2/3-Tier Architecture having (i) Oracle Database 9i or higher version at Back End, (ii) Visual Studio as Front End, (iii) Crystal Reports as reporting tool and (iv) PHP as front end tool for Internet browsing application.

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

- (i) Start date and End date of each qualifying experience (similar work).
- (ii) Agreement Number / Work Order Number and date of each experience.
- (iii) Work Order issuing authority of each experience.
- (iv) Executed value of work against each work.

6.4 Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31 March of the previous financial year, should be at least 30% of the of Annualized value of estimated cost.

(The Previous Financial Year shall be computed with respect to the date of NIT publishing date) If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly. Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year and 10% for the 3 year. No weightage will be given in the turnover for the 1 year.

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

- (i) Annual financial turnover of each of the last 3 years ending 31 March of the previous financial year.
- (ii) Name of the Chartered Accountant issuing the Profit and Loss Account or the turnover certificate.
- (iii) Membership Number of the Chartered Accountant.
- iv. Date of issue of financial turnover certificate by Chartered Accountant.

6.5 Permanent Account Number (PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India. The bidder should produce the details of it with the tender.

6.6 VAT/Sales Tax/Service Tax: VAT, CST, Service Tax Registration numbers issued by Sales Tax Department! Excise Department of any Indian State Govt.! Central Govt. are to be produced along with the Tender.

6.7 Legal Status of the Bidder:

The bidder shall have to submit certified copy of any one of the documents in support of the legal status of its firm.

- i. Affidavit or any other document to prove proprietorship.
- ii. Partnership deed containing name of the partners and details of assets.
- iii. Memorandum & Article of Association with certificate of incorporation containing name of the bidder.

6.8 Banning:

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

6.9 Even though the bidders meet the above eligible criteria; they are subject to be disqualified if they have:

- i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or.
- ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or failures etc. in the past during their contractual works with Govt., PSUs.

7 Manpower Requirement:

02 Nos. of IT Professional having following qualification will be required to be deployed for the work:-

- a) MCA or equivalent with at least four years of working experience on software development in any Govt./PSU on Financial domain.
- b) Database administrator should have at least three of experience in managing database of Govt./PSU and OCP(Oracle certified professional) Certificate.
- c) Adequate Knowledge of AIX/UNIX/ LINUX/Windows Platform, and strong fundamentals. Strong Knowledge & Experience in AIX. Understanding of trouble shooting & AIX Commands, Experience in interfacing of external devices like Storage, Networking and backup devices. Experience on the following layered products(in two or more) of the following products is Mandatory. - HACMP - HMC/ LPARs - NIM - SP/ PSSP/ CSM.Capability to plan and execute AIX Security. Strong concepts of networking like TCP / IP. Loading of software, Networking, TCP/ IP, NFS, NIS & DNS. Adequate knowledge of Workload balancing. Ability of quickly analyze & diagnose the problem # Hardworking & Ready to learn. Ability to articulate and compare alternative approaches
- d) 3+ years as ORACLE SYSTEM DBA on Production Environment. experience of managing multiple Oracle 8i, 9i and 10g databases as System DBAs. Must have managed at least 5 ORACLE instances as Primary DBA, Should have worked on High availability techniques. Must have worked on disaster recovery scenarios. Must have experience in ORACLE INSTALLATION, UPGRADES. Must have experience in ORACLE CPU Patching, Proficiency in Oracle Server Backup and Recovery, experience on RMAN, knowledge in scheduling CRONTAB entries in AIX.Should have worked in more than one OS platform preferably on Unix flavor and Windows, experience in managing global database teams. Knowledge of Performance Tuning will be an added advantage, Knowledge on writing Shell scripts will be an added advantage. Prefer to have experience with Oracle 9iAS , Oracle Application Server.
- e) Must have an enhanced knowledge in coding, Strong Crystal Reports and VB skills mandatory. Good communication (verbal & written)The person required to have cross technology experience like following:
VB.Net, php, MS Sql, Web Services, XML/XSLT, Crystal Reports
Experienced in interface development/web-services. Preferably having some experience in financial domain.

B The successful bidder should take care of the manpower on account of resignation, leave etc.

C List of the personnel with qualifications as mentioned above in clause: 7 to be posted at CMPFO Headquarters Office, Dhanbad or NEDPC, Kothapet, Hyderabad and in case the CMPFO is not satisfied with the performance of the manpower deployed, successful bidder shall have to replace such manpower at a short notice of one month.

8 Definitions:

- (i) **“Employer”** means the Coal Mines Provident Fund Organisation who will employ the contractor represented by the appropriate authority.
- (ii) **“Principal Employer”** means the Coal Mines Provident Fund Organisation or any of its Regional Offices or the officer nominated by the Commissioner, CMPFO to function on its behalf.
- (iii) The word **“Contractor/! Contractors”** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- (iv) **“Accepting Authority”** shall mean the management of the CMPFO and includes an authorized representative of the CMPFO or any other person or body of persons empowered in this behalf by the CMPFO.
- (v) The **“Contract”** shall mean the notice inviting tender, the tender as accepted by the Organisation, the work order issued to the contractor, and the formal contract agreement executed between the Organisation and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, including those to be submitted during progress of work, schedule of rates and amounts.
- (vi) The **“Work”** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- (vii) **“Written notice”** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (viii) **“Letter of Acceptance of Tender”** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

9 Contract Documents:

A. The following documents shall constitute the contract documents:

- i. Notice Inviting Tender/Detailed Tender Notice.
- ii. Articles of Agreement
- iii. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender Document to the Bidder.
- iv. Conditions of contract, including General Terms & Conditions, additional terms & conditions, special conditions, if any, etc. forming part of the Agreement.
- v. Scope of work, Details of work, Manpower deployment and Role and responsibility of the contractor.
- vi. Finalized Work Programme.

B. The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. 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 contractor free of cost and the original is to be retained by the CMPFO.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Commissioner, CMPFO. or his representatives or any other officials authorized by the Commissioner for the purpose.

C. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

10 Discrepancies and Adjustments Thereof:

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- A. In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- B. Any error in description, quantity or rate in schedule or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.
- C. Any difference detected in the tender! tenders submitted resulting from:
 - a. Discrepancy between description in words and figures, the rate in words will prevail.
 - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the

nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

11 General Instructions to the Tenderers:

- A. A tenderer is required to submit his offers in **two parts in sealed covers** prominently super scribed as **Part-A and Part-B** respectively and he should indicate on each part, the Tender Notice Number and date.

The tenderer shall submit the application fee in the form of Bank draft in a separate envelope marked as ‘ Application Fee’ in case of downloading the tender document from website

- B. The two parts should contain the details of the offer as follows:

Part—A

Full details of the firm as per ANNEXURE -I, Credentials of similar projects to CMPFO and its subsidiaries, details of S/W Development and Maintenance job handled in other PSU/ Govt. Organization, satisfactory performance certificate and any other relevant information. The bidder should fulfill the eligibility criteria as per clause 6.

The demand draft/Bank Guarantee towards EMD/ Bid security and the copy of money receipt towards application Fee (in case of getting issued the tender document from the office) are also to be attached along with this bid. The Part — I bid shall also contain

- a. Commercial terms and conditions including the payment terms.
- b. Duly bidder signed Tender copy with company seal and designation
- c. E-payment Mandate (Annexure-IV), Integrity Pact (Annexure-V), Affidavit(Annexure-VI) .
- d. All the Credentials/testimonials, evidences in support of experience, financial capabilities, any other information duly signed by the tenderer with seal .

Part—B

Part — B offer shall contain Prices only, as indicated elsewhere in the tender documents.

- C. The tenderer should quote specific rate **in Indian Rupees** only. The rates shall be written both in words and figures. The rates for the work should be inclusive of all incidentals, over-heads but exclusive of all taxes, duties like Works Contract Tax, Service Tax etc. The applicable taxes and duties should be mentioned separately by The tenderer. The rates written in words will be treated as final in case of the words and figures do not match.

- D Part-II of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part-I.. Every tenderer is expected, before quoting his rates, to study/ assess the present status of various Software modules of the Application currently running in the CMPFO Site of HQ and determine their ‘as-is-where-is’ condition of the SOFTWARE.

12 Validity of Offer:

The rates offered in Part-B should be valid for a minimum period of two years from the date of opening of Part-I of the tender.

13 All the documents of the bid should be signed by a person or persons duly authorized to sign on behalf of the bidder. Authorization letter in this regard from competent authority / Affidavit in favor of the person(s) is required to be provided.

14 Receipt of Tenders:

Tenders shall be received in sealed covers in specified Tender Box up to **3 PM on 15-01-2014** at the following office:

**Office of Commissioner,
CMPFO, Hqrs. Office,
Police Line, Hirapur,
Dhanbad, Jharkhand**

15 Opening of Tenders:

Tender Part-A shall be opened at 3 PM on 30-01-2014 at the office of the Commissioner, CMPFO, Hqrs. Office, Hirapur, Police Line, Dhanbad. After scrutiny of Part-A, the Price Bid (Part -B) will be opened within 15 days after date of opening of Part-A with due intimation to the successful tenderers.

16 Deputation of Representative for Negotiation:

- i. After opening of the tender, if the Organisation decides to negotiate, the tenderer(s) should be in a position to depute his/their representative(s) at short notice with full authority for negotiating on technical as well as commercial terms and conditions of the contract.
- ii. The Organisation is not under any obligation to accept the lowest tender(s) and reserves the right to reject any or all the tenders or to accept wholly or partly any of the tenders without assigning any reason whatsoever.
- iii. Correction where unavoidable, shall be made by crossing out and correction attested with full signatures and date by the tenderer. Erasing or overwriting in the tender documents may disqualify the tenderer.
- iv. The tender shall be submitted in English. Each page of tender document, all the credential/ testimonials, relevant documents and information should be signed with seal by the tenderer. When a tenderer signs a tender in a language other than English, the total amount of the tendered value should also be written in the same language.

17 Scope of Work:

- a) IBM, P-Series Server error detection and contact to the IBM for support.
- b) Monitor and troubleshoot the BSNL- WAN connected to our 24 Regional Offices located at different states and prepare monthly as well as annual connectivity report.
- c) Monitoring and troubleshooting of Database of CMPFO.
- d) Tuning of Database with replication of database to our DR-Server at Hyderabad.

- e) Giving support (Telephonic/Online/remote) to users working in all Regional Offices of CMPFO.
- f) Updation of Application Software as per requirement.
- g) Generation of MIS Report for queries raised by Administration or Management.
- h) Prepare activity log of professional deputed.
- i) Updation of CMPFO Website as per direction of CMPFO, Authority.
- j) The firm will have to provide the training to the staffs of this organisation for the use of Software as and when required .

18 Maintenance Service Availability:

:

The successful bidder shall have to provide maintenance support From 9.30Am to 7.00 PM from Monday to Saturday and during the Sunday and other Zagetted holiday the service support also will be required as per necessity of Organisation without any additional payment.

19 Customization & Support Maintenance Charges:

CMPFO shall be liable to pay the charges, as per rate mentioned in financial bid on monthly basis plus Service Taxes & Educational Cess etc as applicable for the maintenance support of Application rendered by the successful bidder

20 Payment Terms:

- i. Payment shall be made by CMPFO on monthly basis with effect from the date of commencement of work by the successful bidder. All the payments to the contractors shall be made through electronic mode or Cheque. Bidders will submit e- payment mandate in the format given in the Tender Document. Payment shall be made monthly basis against bill in triplicate
- ii. All charges specified in the agreement shall be billed by successful bidder and such charges shall be payable by Customer within 21 days from the date of receipt of the bills.
- iii. The element of Service Tax should be specifically mentioned by the Service Provider (Successful Bidder) in its quote/ bills, etc. The bill! invoice raised on monthly basis should contain all the information as required under Rule: 4A of Service Tax rule, 1994. The invoices! bills should be serially numbered and must contain the following information:
 - a. The name, address and the registration number of Service Provider.
 - b. The name and address of the Service Receiver i.e. CMPFO.
 - c. Description, Classification and value of taxable service to be provided.
 - d. The Service Tax payable thereon.
- iv Tax Deduction at Source (TDS): TDS shall be applicable under relevant provisions of Income Tax Act, 1961.
- iv. Disputes regarding payment if any shall be resolved during monthly meeting between Customer and successful bidder.

21 Paying Authority:

The paying authority is Commissioner, CMPFO, Hqrs. Office, Dhanbad.

22 Penalty:

If successful bidder fails to provide manpower of a specified category as mentioned in the scope of work up to seven working days in a month, the specified manpower charge shall be deducted on pro-rata basis for the period of absence. However, if period of absence exceeds consecutive seven working days and adequate substitute is not provided, penalty shall be imposed at the double of the specified category manpower charges on prorata basis for the period of absence.

23 Deviation:

Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviations are liable for rejection without making any back reference to the tenderers. Offers as asked must be submitted complete in all respect.

24 Price Certificate:

In event of placement of order on successful bidders , he shall have to submit a price certificate in all his invoices in the following format.

“It is certified that the prices indicated in this invoice is not higher than the price charged to other Govt. organization / Public sector undertaking / Private organizations.”

25 Price Fall clause:

The prices offered for the works/items under this contract by the contractor shall in no event exceed the lowest price at which the contractor provides such maintenance support or offers to provide maintenance support of identical description to any other organization during the period of contract.

If at any time, during the contract period, the contractor reduces the price of such maintenance support or offers to provide such maintenance support to any other organization at price lower than the price chargeable under this contract, he shall forthwith notify to Commissioner, CMPFO and the price payable under this contract for maintenance support provided after the date of coming into force of such reduction, shall stand correspondingly reduced.

26 Organisation's right To Accept Tenders:

The Organisation's does not pledge itself to accept the lowest of tenders and reserves itself the right to accept/reject the whole or part of the tenders without assigning any reasons, whatsoever.

27 Refund of EMD:

The earnest money will be retained in case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means bidders who have not qualified for opening of Price Bid and those who have not emerged as **L-1** bidder after opening of Price Bid. The earnest money deposited by L-1 bidder shall be adjusted against Security Deposit.

28 Security Deposit:

28.1 Security Deposit shall consist of two parts:

- a. Performance Security to be submitted at award of work and
 - b. Retention Money to be recovered from running bills.
- The security deposit shall bear no interest.

28.2 Performance Security should be 5% of the annualized value of the contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below:

- ❖ A Bank Guarantee in the form given in the bid document
- ❖ Govt. Security, FDR or any other form of deposit stipulated by the owner
- ❖ Demand Draft drawn in favour of **Commissioner, CMPF Account No. - 1(10976586920) payable at SBI Main Branch, Dhanbad.**

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

28.3 If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either:

- a. at Bidder's option by a Nationalized / Scheduled Indian Bank or
- b. by a foreign bank located in India and acceptable to the employer
- c. the validity of the Bank Guarantee shall be for a period ninety days beyond the period of contract

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

28.4 Retention Money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.

28.5 5% performance security should be refunded within 60 days of the completion of the work.

28.6 Refund of security deposit: The refund of security deposit shall be subject to Organisation's right to deduct / appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire, remaining with the Organisation shall be refunded The security deposit shall bear no interest

29 Termination of Contract:

- a. Either party can terminate the agreement with three months notice in writing for non-performance of any of the articles of this agreement by the other party or for any other reasons.
- b. In the event of termination of agreement for any reasons, or in the event the successful bidder is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period (i.e. three months from the date of termination notice served provided service was rendered) under this agreement shall be payable by the Customer.

30 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 Organisation level. The contractor should make request in writing to the Commissioner, CMPFO 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 Organisation.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redresal of the dispute may be sought in the Court of Law.

31 Legal Jurisdiction:

Any suit or proceedings to enforce the rights of either of the parties hereto under this agreement shall be instituted in and tried only by the courts in the city of Dhanbad and by no other court and both parties hereto hereby expressly agree to submit to the

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- i. The Organisation shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of availability/sale of tender paper.
- ii. The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.
- iii. The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
- iv. The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as at sl.no.iii) shall be submitted in a separate envelope marked “Application Fee and the Undertaking”.
- v. In case of any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account shall be entertained.

ANNEXURE- I
BIDDER DETAILS

PARTICULARS :-

1. Name and Address of Tenderer:

2. Ownership Status

a) Company(Whether company/partnership firm/proprietorship or Govt. Undertaking:

b) Document to attach(Memorandum of Association and Article of Association/Partnership Deed) :

3. Financial Data/Resources:

a. Income Tax Pan No.

b. Copy of latest Sales Tax/VAT Clearance Certificate, Sales Tax Registration certificate.

c. Documentary evidence to prove availability working capital
Latest copy of audited balance sheet, profit and loss account, Income and expenditure statement for the last three years.

d. Copy of PF registration.

4. Past Experience:

a. Details of similar works executed during past 7 years

Sl. No.	year	Name of job with work order reference and brief description	Value of work	Organisation for which job was executed	Copy of work order to be attached	Completion certificate to be attached.

5. Total Volume of work handled during the above 7 (seven) years (and completed for which completion certificate are enclosed) in terms of Rs.

6. TECHNICAL RESOURCES :

a) List of technical personnel with their qualification and experience, available with the tenderer as mentioned under clause no.7 (Manpower Requirement).

7. DETAILS OF EARNEST MONEY

a) Deposit of earnest money:

Draft No.

Drawn on

Amount (Rs.)

8. The tenderer shall ensure that the offer shall be completed & no column is left unfilled. The tenderer should provide point wise and sub-point wise compliance of all the clauses of NIT. If the bidder does not provide point wise reply, the bid may be considered as incomplete and the Organisation reserves the right to reject such bid.

Note: Separate sheets may be attached to furnish details if necessary.

Sig nature of the tenderer
With Date

Seal

ANNEXURE -II
PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

M/s Coal Mines Provident Fund Organisation
CMPFO, Hqrs. Office, Police Line, Hirapur, Dhanbad-826014

. Dear Sir,

In consideration of M/s. Coal Mines Provident Fund Organisation, Hqrs. Office, Dhanbad its 24 Regional Offices (hereinafter called "Organisation" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No ----- dated -----issued in favour of M/s----- for (hereinafter referred to as "the contract" to accept the Deed of guarantee as herein provided for Rs -----from the Schedule! Nationalised Bank in lieu of security deposit to be made by M/s----- (hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the----- Bank (hereinafter referred to as the said Bank) having its Registered Office at -----do hereby undertake and agreed to pay the Organisation to the extent of Rs -----on demand stating that the amount claimed by the Organisation is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the Organisation and to unconditionally pay the amount claimed by the Organisation on demand without any demur to the extent aforesaid.

We----- Bank agree that the Organisation shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto -----and any claim received after the said date shall in no case bind the Bank.

The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs -----and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till----- Unless the written demand or claim under this guarantee is made by the Organisation with us on or before all rights of the Organisation under this

guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Organisation in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri-----who is authorised by the Bank. Under jurisdiction -----of court only.

ANNEXURE III
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY OF THE
CONTRACT
(To BE STAMPED IN ACCORDANCE WITH STAMP ACT)

To

Re: Bank Guarantee in respect of Contract No-----
Dated -----Between----- (name of the-----)
and----- (name of the Contractor)

M/s----- (Name and address of the Contractor)
(hereinafter called “the Contractor” with M/s----- (name of the
Organisation) (hereinafter called “the Organisation”) to execute -----(name
of the contract and brief description of work) on the terms and conditions contained in the
said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a
Nationalised bank for a sum of Rs -----as security for due
compliance and performance of the terms and conditions of the said contract.

The -----(name of the Bank) having its Office at has at---
----- the request of the
Contractor agreed to give the Guarantor hereinafter contained.

We, the----- Bank (hereinafter called “the Bank” do
hereby unconditionally agreed with the Organisation that if the contractor shall in any
way fail to observe or perform the terms and conditions of the said contract or shall
commit any breach of its obligation thereunder, the Bank shall on demand and without
any objection or demur to pay to the Organisation the said sum of Rs -----
-----or such portion as shall then remain due with interest without requiring the
Organisation to have recourse to any legal remedy that may be available to it to compel
the Bank to pay the sum, or failing on the Organisation to compel such payment by the
contractor.

Any such demand shall be conclusive as regards the liability of the
Contractor to the Organisation and as regards the amount payable by the
Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the
ground that the Contractor has disputed its liability to pay or has disputed the quantum of
the amount or that any arbitration proceeding or legal proceeding is pending between the
Organisation and the Contractor regarding the claim.

We, the----- Bank further agree that the Guarantee
shall come into force from the date hereof and shall remain in force and effect till the
period that will be taken for the performance of the said Contract which is likely to be
day-----of -----but if the period of Contract
is extended either pursuant to the provisions in the said contract or by mutual agreement

between the contractor and the Organisation in the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Organisation the said sum of Rs----- or such lesser amount of the said sum of Rs -----as may be due to the Organisation and as the Organisation may demand.

This Guarantee shall remain in force until the dues of the Organisation in respect of the said sum of Rs.----- and interest are fully satisfied and the Organisation certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Organisation that the Organisation shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Organisation against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Organisation or any indulgence by the Organisation to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Organisation the said sum of Rs----- or such lesser sum as may then be deemed to the Organisation and as the Organisation may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs----- the guarantee shall remain in force till the day -----of----- and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Organisation under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri----- who has signed it on behalf of the Bank has authority to do so. Dated., this -----day of-----.

Signature of the authorized person

For and on behalf of the Bank
Place

Under jurisdiction of -----court only.

ANNEXURE — IV
e- Payment FORMAT
(TO BE RETURNED TO THE ORGANISATION)

To,

REF: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC
FUND TRANSFER SYSTEM /RTGS/CBS/INTRA BANK TRANSFER.

We, hereby authorize CMPFO, Hqrs. Office, Dhanbad to make all our payments against our bills, Refund of Earnest Money Deposit and security deposit, through Electronic fund Transfer system /RTGS/CBS/Intra Bank Transfer. The details for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

(E)

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO. (WITH STD CODE)	
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO. (WITH STD CODE)	
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS(WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH(ENCLOSE COPY OF A CANCELLED CHEQUE)	
(H)	11 DIGIT IFSC CODE OF BENEFICIARY BRANCH	
(I)	BANK ACCOUNT NUMBER	
(J)	BANK ACCOUNT TYPE	
(K)	PERMANENT ACCOUNT NUMBER(PAN)	
(L)	E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Organisation responsible. We also agree to bear the bank charges, if any for enabling such transfer.

(AUTHORISED SIGNATORY)

Name:

Official Stamp

Date:

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No -----
-----with our branch and the Bank particulars mentioned above are correct.

Date:

(AUTHORISED SIGNATORY)

Authorization No.:

Name:

Official Stamp

- 2) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, CCL contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3) The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- 4) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 — Disqualification from tender process and exclusion from future contracts:

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Organisation hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to any impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damaged caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4— Compensation for Damages:

- 1)
If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from

the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- 3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5— Previous transgression:

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Organisation in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 Equal treatment of all Bidders/Contracts/Subcontractors:

- 1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

Section 7— Criminal charges against violating Bidders/Contractors/Subcontractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8— External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal):

- 1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively,

whether and to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Commissioner, CMPFO.
- 3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from parties that they act in specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Commissioner, CMPFO within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Commissioner as prevailing with Principal.
- 8) If the Monitor has reported to the Commissioner a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Commissioner has not, within reasonable time, take visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9) The word 'Monitor' would include both singular and plural.

Section 9— Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10—Other provisions:

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Dhanbad.

- 2) Changes and supplements as well as termination notices need to be made in writing Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
Place
Date

For the Bidder/Contractor
Witness1-----
Witness2-----

ANNEXURE-VI
AFFIDAVITS

I, _____ Proprietor/Partner/Legal attorney/ Accredited
Representative of M/s----- solemnly declare that;

1. We are submitting Tender for the Work_____ against
Tender Notice No-----dated_____
2. None of the partners of our firm is relative of employee of CMPFO.
3. The workers employed for this work shall be our regular employee.
4. I/we undertake support service work within 30 days of issue of letter of
acceptance (LOA).
5. All information furnished by us in respect of fulfillment of eligibility criteria and
qualification/information of this Tender is complete, correct and true.
6. All documents! credentials submitted along with this Tender are genuine,
authentic, true and valid.
7. If any information and document submitted is found to be false/incorrect at any
time,
department may cancel my Tender and action as deemed fit may be taken against
us , including termination of the contract, forfeiture of all dues including Earnest
Money and banning! delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Dated
Seal of Notary.

Note: This affidavit is to be given in a non-judicial stamp paper of Rs.10.00 only.

ANNEXURE-VII
BANK GUARANTEE PERFORMA FOR
EARNEST MONEY DEPOSIT/BID SECURITY
(To BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(To BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A
BANK GUARANTEE)

The Commissioner,
CMPFO, Hqrs. Office, Police Line, Hirapur, Dhanbad.

Dear Sir,

WHERE AS _____ [name and address of Bidder] (hereinafter called the bidder) shall submit its Bid in response to NIT No. _____
Dated _____ for the work _____ [name of the work] (hereinafter called "the Bid")

KNOW ALL MEN by these present that we _____ [name of the Bank] of _____ [name of the country] having our registered office at _____ [address of the Bank] (hereinafter called 'the Bank'), are bound unto the Coal Mines Provident Fund Organisation, Hqrs. Office, Dhanbad (Jharkhand), (hereinafter called "the Employer") for the sum of _____ [amount of Guarantee in words and figures] for which payment well and truly to be made to the said Employer the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of ----200-----

THE CONDITIONS of this obligation are:

- 1) If the bidder withdraws its Bid during the period of Bid Validity specified by the employer on the bid form; or
- 2) If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity:
 - a. Fails or refuses to execute the contract Agreement when required; or
 - b. Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.
- 3) We _____ Bank to hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Organisation stating that the amount claimed is due by way of loss or damage caused to or Bidder / Contractor of any terms & conditions contained in the said contract or by reason of the bidder / Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. We shall not withhold the payment on the ground that the Organisation has disputed its liability to pay or legal proceeding or legal proceeding is pending between Organisation and the Bidder/Contractor regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

- 4) We _____ Bank further agree that the Guarantee herein contained shall come into force from the date here of and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Organisation under or by virtue of the said contract have been fully paid and its claim satisfied or Organisation certifies that the terms and conditions of the said contract have been fully and property carried out by the said Bidder / Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date to be given) _____ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
- 5) We _____ Bank further agree with said Organisation that the Organisation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract / agreement or to extend time of performance by the said Bidder (s) / Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Organisation against the said Bidder / Contractor and to forbear or enforce any of the terms conditions relating to said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder / Contractor or for any forbearance act or omission on the part of the Organisation on any indulgence by the Organisation to the said Bidder / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us. The bank further agree that in case this guarantee is required for a longer period and it is not extended by the said bidder / Contractor beyond the period specified above, the Bank shall pay to the Organisation the said sum of Rs. _____ (Specify the amount) or such lesser sum as may then be due to the Organisation any and as the Organisation may demand.
- 6) We _____ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Organisation, in writing.
- a. The bank has under its constitutions power to give this guarantee and Mr. _____ Manager, who has signed it on behalf of the Bank has authority to do so.
 - b. This Bank Guarantee will not be discharged due the change in the constitution of the Bank or the Contractor.

We, _____ [name of the Bank] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the bank.

Signature-----

Name-----

Designation-----

Common Seal of Bank -----

Under jurisdiction of Dhanbad Court only.

TENDER DOCUMENT

PRICE BID

(To be returned to the Organisation)

Name of the work:-Service support to CMPFO-Online Application Software for PF Refund, Pension and Advances etc.

Tender Notice No.: CMPFO/150/EDP/OSS/2009/DHN/111 **Dated:** 23.12.2013

Issued to :-----

Address :-----

Phone No. :-----

Issued On :-----

Issued by :-----

Last date for Submission:-----

Name of the work:- Service support to CMPFO-Online Application Software for
PF Refund, Pension and Advances etc

Tender Notice No: CMPFO/150/EDP/OSS/2009/DHN/111 Dated: 23.12.2013

PRICE BID

Note: Appointment of IT Professional for the work will be valid for two years.

Description	Professional fee for the service support by 02 Nos. of IT Professional(as mentioned in NIT document) (in Figures and words)
This includes the monthly charges per IT Professional per month excluding all taxes(for the work as mentioned in NIT)	-----

Signature of tenderer with date

(Full Name)-----

Seal-----

