

	कोल इंडिया लिमिटेड (भारत सरकार का उपक्रम) Coal India Limited (A Government of India Enterprise) CIN: L23109WB1973GOI028844 Website: www.coalindia.in	संविदा प्रबंधन प्रकोष्ठ Contract Management Cell (CMC) कोल भवन, परिसर संख्या 04 एम०ए०आर०, प्लॉट नं० ए०एफ० III Coal Bhawan, Premises No. 04 MAR, Plot No. AF-III एक्शन एरिया 1ए, न्यू टाउन, राजरहाट, कोलकाता: 700156 Action Area – 1A, New Town, Rajarhat, Kolkata: 700156 फोन/Phone: 033-71104198 ई मेल/e-mail: gmcmc.cil@coalindia.in
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संदर्भ संख्या: सी०आई०एल/महाप्र(संप्रप्र)/2023/87

दिनांक: 23.08.2023

सेवा में,

All ED & HOD of CIL HQ

The TS to CMD, ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager (CMC), ECL/BCCL/CCL/NCL/WCL/SECL/MCL

The General Manager NEC

विषय: Alignment of Guidelines for Debarment of firms from Bidding in CMM and Guidelines for e-Procurement of Works and Services with DoE Manual for Works.

महाशय,

CFDs of CIL its 313th meeting held on 26.07.2023 approved the revised Guidelines for Debarment of firms from Bidding in Chapter 2, 3 and 6 of CMM and Guidelines for e-Procurement of Works and Services aligning with DoE Manual and recommended for obtaining approval of CIL Board for exemption of some mandatory provisions of DoE Manual which were not proposed to be incorporated. The approval of CFDs was communicated by Company secretary vide letter No. CIL:XI(D):04135:2023:30833 dated 31.07.2023.

CIL Board in its 456th meeting held on 08.08.2023 approved the aforesaid proposed exemptions of those mandatory provisions of DoE Manual. The approval of CIL Board has been communicated by Company secretary vide letter No. CIL:XI(D):04112:2023:30913 dated 23.08.2023.

The existing provision vis-a-vis modified provision regarding Guidelines on Debarment of firms from Bidding is attached as ANNEXURE-A.

This shall come into force with immediate effect.

भवदीय,

 23/08/23
 GM CMC
 CIL

प्रतिलिपी:

1. Director (Technical), CIL
2. ED (Co-ordination), CIL / TS to Chairman, CIL
3. GM(Civil)/GM(Vigilance), CIL
4. Adv.(M&C), CIL
5. TS to D(T), CIL
6. Office File

S No	Section/Clause	Existing Section/Clauses	Amended Section/Clauses
1.	<p>Section 08 of Chapter-2 of CMM at page No.135</p> <p>Section 07 of Chapter-3 of CMM at page No.98</p> <p>Section 08 of Chapter-6 of CMM at page No.130</p> <p>Clause 13 of Chapter-2 of Guidelines for e-Procurement of Works and Services at page No.31</p>	<p>Guidelines on Debarment of firms from Bidding-</p> <p>CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.</p> <p>1. Observance of Principle of Natural Justice before debarment of firm from Bidding.</p> <p>2. The Bidder/Contractor may be debarred in the following circumstances:</p> <p>i) If Bidder backs out after notification of opening of price bid and if that Bidder is found to be L-1.</p> <p>ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.</p> <p>iii) If L-1 Bidder fails to start the work on scheduled time.</p> <p>iv) In case of failure to execute the work as per mutually agreed work schedule.</p> <p>v) Continued and repeated failure to meet contractual Obligations:</p> <p>a. In case of partial failure on performance, agency shall be debarred from future participation</p>	<p>Guidelines on Debarment of firms from Bidding-</p> <p>CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.</p> <p>1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).</p> <p>2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.</p> <p>3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.</p> <p>4. The contracting entity may be debarred from bidding in the following circumstances: -</p> <p>i) Withdrawal of Bid as per relevant provisions of tender document.</p>

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		<p>in tenders keeping his present contract alive.</p> <p>b. On termination of contract.</p> <p>vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.</p> <p>vii) Formation of price cartels with other contractors with a view to artificially hiking the price.</p> <p>viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.</p> <p>ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.</p> <p>x) Contractor fails to renew the securities deposited to the department.</p> <p>xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.</p> <p>xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.</p> <p>xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.</p>	<p>ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.</p> <p>iii) If L-1 Bidder fails to start the work on scheduled time.</p> <p>iv) In case of failure to execute the work as per mutually agreed work schedule.</p> <p>v) Continued and repeated failure to meet contractual Obligations:</p> <p>a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.</p> <p>b. On termination of contract.</p> <p>vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.</p> <p>vii) Formation of price cartels with other contractors with a view to artificially hiking the price.</p> <p>viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.</p> <p>ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.</p>

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		<p>3. Such 'Debarment of firms from Bidding, if and when effected, shall be with prospective effect only. The effect of 'Debarment of firms from Bidding' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is debarred after online notification of opening of Price Bid, such a debarment will not be effective for that work.</p> <p>4. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'Debarment of firms from Bidding' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. In case of clause (2)(vi) above, minimum period of debarment shall be 05 (Five) years for work covered under Chapter 3 & 6 of CMM.</p> <p>5. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, all partners in case of Joint Venture/Consortium, all the</p>	<p>x) Contractor fails to renew the securities deposited to the department.</p> <p>xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.</p> <p>xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.</p> <p>xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.</p> <p>xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.</p> <p>xv) False declarations w.r.t Make in India Order.</p> <p>xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.</p> <p>In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.</p>

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		<p>partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such debarred owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such debarment.</p> <p>6. The above 'Debarment of firms from Bidding' shall be in addition to other penal provisions of NIT/Contract document.</p> <p>7. Approving Authority: The 'Debarment of firms from Bidding' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:</p> <p>a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarring shall be CMD of CIL/Subsidiary Company.</p> <p>b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary</p>	<p>5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.</p> <p>In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.</p> <p>The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.</p> <p>6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by</p>

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		<p>Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.</p> <p>8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Debarment of firms from Bidding'. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.</p> <p>Any change on the above may be done with approval of FDs of CIL.</p> <p>9. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.</p> <p>10. Efforts shall be made by the concerned Department so that such order is linked to e tender portal of Coal India Limited.</p>	<p>the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.</p> <p>This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.</p> <p>7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.</p> <p>8. Once a contracting entity is debarred, it shall be extended to the</p>

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			<p>constituents of that entity, i.e. partners(jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.</p> <p>9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.</p> <p>10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.</p> <p>11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically</p>

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			<p>analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.</p> <p>12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:</p> <p>a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.</p> <p>b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.</p> <p>13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.</p> <p>A debarment order may be revoked before the expiry of the Order, by the</p>

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			<p>competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.</p> <p>14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.</p> <p>15. Any change on the above may be done with approval of FDs of CIL.</p> <p>16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).</p>