Guidelines for Procurement of Services

(Includes e-Procurement through GeM Portal)

AUGUST – 2026

COAL INDIA LIMITED

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SECTION 01 – PROCUREMENT GLOSSARY

1. “Agent” is a person, or a legal entity employed to act for/ represent another (called the Principal) in dealings with a third person or legal entity. In public Procurement, an Agent is a representative participating in the Tender Process or executing a Contract for and on behalf of its principals.

2. “Allied firm” (including ‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’ in certain contexts) of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm/ concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm – i) being a proprietary firm, owns the Allied Firm, ii) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm iii) has common Management (say majority of director) with the Allied firm; iv) its partners or directors have a majority interest in the management of the Allied Firm; v) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm; vi) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm, v) has the Allied Firm as its successor/ subsidiary or vice-a-versa; vii) has common offices/ manufacturing facilities with the Allied Firm;

3. "Bid" (including ‘tender,’ ‘offer,’ ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such Bids;

4. "Bidder" (including ‘consultant’, ‘tenderer’, ‘contractor’, ‘supplier’ or ‘service provider’ in certain contexts) means any eligible person, firm, or company or any other legal entity including a Joint Venture (that is, an association of several persons, firms, or companies or any other legal entity) participating in a procurement process with a procuring entity;

5. "Bidder registration document" means a document issued by a Procuring Entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;

6. "Bid security" (‘Earnest Money Deposit’(EMD)) means security from a bidder securing obligations arising from its Bid, i.e., to avoid: the withdrawal or modification of its Bid within the validity, after the deadline for submission of such Bids ; failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents;

7. “Bill of Quantities” (including ‘Price Schedule’, ‘Financial Bid’ or ‘BOQ’ in certain contexts) means the priced and completed Bill of Quantities forming part of the bid;

8. “Class-I local supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for ‘Class I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017(as revised in 2024, as amended time to time);

9. "Class-II local supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017(as revised in 2024);

10. "Competent authority" means an authority to which delegation of powers of approval in various stages of the procurement process or execution of a resultant contract are delegated;

11. "Consultancy services" as defined at Cl. No. 4 of Section 2, i.e., Categorisation of procurements.

12. "Contract" (including 'Procurement Contract', 'Purchase Order', 'Supply Order', 'Withdrawal Order,' 'Work Order', 'Consultancy Contract', 'Contract for Services', 'Rate Contract', 'Framework Agreement', 'Letter of Award, 'Agreement', 'Repeat Order', or a 'Formal Agreement' in certain contexts), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Country;

13. "Contractor" (including 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in certain contexts) means the person, firm, or company or any other legal entity, including a Joint Venture (that is, an association of several persons or firms or companies or any other legal entity - Joint Venture) with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;

14. 'Contract price/Contract value/Contract Amount' shall mean

    a) in the case of lump sum contracts the total sum for which tender is accepted by the Company inclusive of applicable GST.

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

15. "e-Procurement" means the use of information and communication technology (especially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory, and efficient Procurement through transparent procedures;

16. For the purpose of calculating deadlines related to submission of any replies, or furnishing of Performance Security, or compliance with any other contractual requirement, the date of issuance of the letter or communication shall be excluded. The timeline shall be computed from the next day following the date of issuance of the letter or communication, whichever is later.

17. "Goods" (including 'Stores', Item(s) or 'Material(s)' in certain contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties) but excludes books, publications, periodicals, etc., for a library, procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance;

18. "H-1 bidder in Quality and Cost Based Selection (QCBS)" is the highest-scoring bidder based on a combination of sum of weightage of technical and financial evaluation.

19. "Indentor" ('User (Department)') means the entity and its officials assessing the need for procurement and initiating a procurement indent, that is, a request to the procuring entity to procure goods, works or services specified therein.

20. "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.

21. "Inspecting Officer" means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative(s).

22. "Intellectual Property Rights" (IPR) refers to the owner's rights against unauthorised possession/ exploitation by others of its tangible or intangible intellectual property. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, and Geographical indications (GI).

23. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders;

24. "Invitation to register" means a document including any amendment thereto published by the Procuring Entity inviting offers for bidder registration from prospective bidders;

25. "Letter of Award" (including 'Letter of Intent' or 'Notification of Award' or 'Letter of Acceptance' in certain contexts) means the letter or memorandum communicating to the 'successful bidder/contractor' the acceptance of his bid for award of the contract;

26. "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent;

27. "Model Tender (Bidding) Document(s)" (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' – RfP documents, or 'Standard Bidding Documents' - SBD in certain contexts) means a document issued by the procuring entity, including any

amendment thereto, that sets out the terms, conditions of the given procurement, and includes the invitation to bid. A Model (Standard) Tender (Bidding) Document is the model template to be used for preparing a Tender Document after making suitable changes for specific procurement;

28. "Non-consultancy services" (or 'Outsourcing of Services') as defined at Cl. No. 4 of Section 2, i.e., Categorisation of procurements.

29. "Non-Local supplier" means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017 (as revised in 2024, as amended time to time);

30. "Notice inviting Tenders" (including 'Invitation to Bid' or 'Request for Proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure the subject goods, services, works or a combination thereof;

31. "Parties" means the parties to the contract are the Contractor and the Procuring Entity, as defined therein;

32. "Performance Security" (including 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in certain contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

33. "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement;

34. "Pre-qualification document" means the document including any amendment thereto issued by a Procuring Entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;

35. "Procurement" means acquisition by way of purchase, lease, license or otherwise, of goods, works or services or any combination thereof, by a procuring entity, whether directly or through an agency, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" or "purchase"/ "purchased" shall be construed accordingly;

36. "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

37. "Procurement Process" means the process of Procurement extending from the assessment of need, Bid Invitation Process, Bid Evaluation and Award of Contract to the Contract Management. It also covers the issue of invitation to pre-qualify or to register or to bid, as the case may be, till closure of the contract;

38. "Procuring Authority" means the officer who finally approves and those officials and committee members (including Associated/ Integrated Finance, technical departments, besides any other) who submit the notes/ reports to approve any decision;

39. "Procuring Entity" means CIL or its Subsidiaries or a unit thereof or its attached or subordinate office to which powers of Procurement have been delegated and handles the entire procurement process, ensuring efficiency, transparency, fair treatment of suppliers, and the promotion of competition. It may partly or fully outsource its procurement process to ‘Procurement Agent/ Agency’ or ‘Project Management Consultant/ Agency’;

40. "Prospective bidder" means anyone likely or desirous to be a bidder;

41. "Public Private Partnership" means an arrangement between a public entity (CIL / its Subsidiary), on one side, and a private sector entity, on the other, for the provision of public assets or public services or both, or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period, where there is predefined allocation of risk between the private sector and the public entity and the private entity receives performance-linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative;

42. "Rate contract" (or ‘framework agreement’) means an agreement between a procuring entity with one or more bidders, valid for a specified period, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual Procurement through competition or a predefined process allowing their revision without further competition;

43. “Registering authority” is an authority that registers bidders for various procurement categories;

44. "Registered Supplier (Service Provider)" means any supplier who is on a list of registered suppliers of the Procuring Entity;

45. "Reverse auction" (or ‘Electronic reverse auction’) means an online real-time purchasing technique utilised by the procuring entity to select the successful bid, which involves presentation by bidders of successively more favourable bids during a scheduled period and automatic evaluation of bids;

46. “Scheduled Bank” means a bank as defined in section 2(e) of the Reserve Bank of India Act, 1934 and listed in Schedule 2 thereof;

47. "Service" means any subject matter of Procurement that has non-tangible outputs, as distinguished from goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, Consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. It includes ‘Consultancy Services’ and ‘Other (Non-consultancy) Services’;

48. “Special Conditions of Contract” (SCC)/ “Special Terms & Conditions” (STC) means Special Conditions/Special Terms that override the General Conditions/ General Terms if and to the extent of the conflict between the two;

49. "Subject Matter of Procurement" means any object of Procurement, whether in the form of goods, services or works or a combination thereof;

50. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc. and various terms prevalent for such documents) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically called “Tender" or "Tender Enquiry", which would be evident from context without ambiguity;

51. “Tender Process” is the entire process from the publishing of the Tender Document to the resultant award of the contract;

52. ‘Total Cost of Owning’ - TCO (Life Cycle Costing - LCC, Whole of Life Costing - WOL) encompasses all costs associated with acquiring (including the price paid to the supplier), operating, maintaining, and disposing of a product or service. Essentially, the three terms refer to the cost incurred on a product during its lifetime. However, LCC has evolved beyond that to consider the cost of the impact of the product on the environment and, therefore, is mostly used as a tool in Sustainable Public Procurement. WOL is used mostly in capital-intensive assets, infrastructure projects, and long-term investments, and TCO is used mostly in procurement of Goods;

SECTION 02 – INTRODUCTION TO PROCUREMENT POLICIES

1. Procurement Rules and Regulations

i) Coal India Limited & its Subsidiaries spend a sizeable amount of their budget on the Procurement of goods, works and services to fulfil their stated objectives, assigned duties/ obligations/ responsibilities/ functions, and activities in alignment with desired policy outcomes.

ii) Common use Goods and Services available on GeM are required to be procured mandatorily through GeM.

iii) To ensure that these procurements are made by following a uniform, systematic, efficient and cost-effective procedure and also to ensure fair and equitable treatment of contractor/bidders/service providers, there are statutory provisions; rules; financial, vigilance, security, safety, counter-trade and other regulations; orders and guidelines of the Government on the subject of public procurement (hereinafter referred as 'Procurement Guidelines') which provide framework for the public procurement system.

iv) At the apex of the Statutory framework governing public procurement is Article 299 of the Constitution of India, which stipulates that contracts legally binding on the respective company must be executed in writing by officers specifically authorised to do so. The Constitution also enshrines Fundamental Rights (In particular, Articles 14 – Right to Equality before Law and 19 (1) (g) – Right to practice any profession, or to carry on any occupation, trade, or Business) which have implications for Public Procurement. Further, the Indian Contract Act of 1872 and the Sale of Goods Act of 1930 are significant legislations governing contracts of sale/ purchase of goods in general. There are other mercantile laws (Mediation Act, 2023; Competition Act, 2002; Information Technology Act, 2000; Indian Stamp Act, 1899, etc. as amended from time to time) that may be attracted in Public Procurement Transactions.

v) However, comprehensive Rules and Regulations in this regard are available in Government orders regarding purchase preference like Public Procurement (Preference to Make in India), Order or other facilities to Micro and Small Enterprises and Start-ups, Restrictions on Entities etc. and the guidelines issued in this regard to increase transparency and objectivity in public procurement.

2. Applicability of this Guideline

This Guideline is applicable to the procurement of Services, including e-Procurement of Services through GeM Portal.

3. Authorities competent to procure Consultancy and other Services and their Purchase Powers

As per DoP circulated by CIL/ subsidiaries from time to time.

4. Categorisation of procurements:

1. **Categories:** Categorisation of Procurements helps in preparing guidelines for Procurements and Model Tender Documents, which cater to peculiar contractual conditions of the categories of procurements. Following are the categories of procurements (please refer to the definition in the procurement Glossary):

   a) Goods.

   b) Services

      i. Consultancy Services and

      ii. Non-consultancy services (NC services)

   c) Works

2. **Distinctive Features:** Normally, such categorisation is clear as per their definition, and procurement should be done accordingly, following the relevant guidelines and Manuals. The boundaries between such categorisation may not be clear-cut and may overlap. It may neither be possible nor necessary to precisely distinguish between the categories in overlapping areas. Though simplistic, the main distinguishing factors between these are:

   a) While both Goods and Works lead to tangible outputs (with some exceptions like IPR materials), yet the main Difference between Goods and Works is that the manufacture of goods is done in the supplier's own premises (other than installation/ commissioning), while 'Works' is done on the premises of the procuring entity (other than pre-fabricated components). Works may include incidental 'Goods' and vice- versa.

   b) Main Difference Between 'Goods' and 'Works' on the one hand and 'Services' on the other is the intangibility of outputs of Services.

   c) The main difference between consultancy and non-consultancy services is the level of intellectual inputs, which are predominant in consultancy and not central to non-consultancy. Another difference is that Non-consultancy services are repetitive and routine, with measurable and standardised outputs, while Consultancy services are one-off and non-routine, with outputs that are neither exactly measurable nor standardised.

3. **In case of Doubt:** Procurement in cases of doubts about categorisation may be done as follows:

   a) A simpler procurement procedure should be followed in the case of blurred border lines and grey areas. In case of doubt between:

      i) Goods and works/ NC services/ consultancy, it should be processed as procurement of goods.

ii) Works and NC service/ consultancy, it should be processed as procurement of works.

iii) Non-consultancy and Consultancy services, it should be processed as procurement of non-consultancy services.

b) Procurement of IT Projects should normally be carried out as Procurement of Consultancy services, as the outcomes/deliverables vary from one service provider to another. The IT Projects may include:

i) bespoke software development;

ii) Cloud-based services and

iii) Composite IT system integration services involving design, development, deployment, and commissioning of an IT system, including hardware supply, software development, bandwidth, and operation/maintenance of the system for a defined period after go-live, etc.

c) **Composite Contracts:** Composite contracts may involve mixed elements of Goods, Works, and Services. For example, in the Procurement of large machinery, some works and services like Installation, Commissioning, Training, Annual Maintenance Contract (AMC) or a Comprehensive Maintenance Contract (CMC), and so on may be incidental to the supply of goods. The relationship of primacy between the goods element and the works/ services element may be examined, irrespective of the relative values. A possible alternative approach could be to have separate but linked contracts for such elements of Goods, Works, and Services, but implementation may become challenging. If the primary objective is the Procurement of goods with services/ works being incidental to it, it may be processed as procurement of Goods. However, if the primary objective is Procurement of Works/ services with Procurement of goods being incidental, then it should generally be processed as Procurement of works/ services (as the case may be), irrespective of the relative values.

i) Procurement of "new product" viz. Mechanical, Electrical or ICT assets, etc, of the nature of Machinery and Plant with incidental works/ services like fabrication, installation, erection, commissioning, AMC/CMC should be handled as procurement of goods, except for procurement of IT Projects as specified above.

ii) AMC/ CMC of existing Mechanical, Electrical or ICT assets of the nature of Machinery and Plant should be treated as procurement of Non-Consultancy Services.

Notes:

1. If the NC services primarily involve construction, fabrication, repair, maintenance, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, of Civil assets, then it should be handled as procurement of Works.

2. Procurement of new mechanical and electrical works (not in the nature of Machinery and Plant) involving fabrication, installation, or erection of a mechanical or electrical nature should be treated as procurement of Works if elements of procurement of Goods are incidental.

3. Repair, renovation, maintenance, overhauling, decoration, AMC/ CMC or similar work for existing Mechanical, Electrical or ICT assets NOT of the nature of Machinery and Plant, etc, should normally be handled as procurement of services.

d) It is possible that, depending on the nature and complexity of the assignment, a task could be dealt with either as a consultancy or non-consultancy service. In essence, if the intellectual and advisory part of services is the primary objective (irrespective of the relative value of this component), the selection needs to be dealt with in Consultancy mode. For example, if the task is looking at the condition of a dam (for dam safety) by physically inspecting a dam through underwater observation, this task is a collection of data using technologies and photography, but the actual analysis is an intellectual and advisory task and is the primary objective of the assignment. Therefore, the entire task needs to be dealt with as the selection of a consultant.

5. Basic Aims of Procurement – Five R's of Procurement

In every procurement, public or private, the basic aim is to achieve just the right balance between costs and requirements concerning five parameters called the five 'R's of procurement. The entire process of procurement (from the time that the need for an item, facility or service is identified till the need is satisfied) is designed to achieve such a right balance. Although couched in the jargon of procurement of Goods, it's equally applicable to procurement of Consultancy and Non-consultancy services. The term 'Right' is used here in the sense of being 'optimal balance':

i) **Right quality:** Procurement aims to buy just the right quality that will suit the needs – no more and no less – with precise specifications of the procuring entity's requirements, a proper understanding of the functional value and cost, an understanding of the bidder's quality system and quality awareness. Technical specifications and quality assurance plans are the most vital ingredients for the right quality. In public procurement, it is essential to give due consideration to value for money while preparing the specifications.

ii) **Right quantity:** There are extra costs and systemic overheads involved with both procuring a requirement too frequently in small quantities or buying significant quantities for prolonged use. Hence, the right quantity should be procured (in the appropriate size of the contract), which balances extra costs associated with larger and smaller quantities.

iii) **Right price:** It is not correct to aim at the cheapest materials/ facilities/ Services available. The price should be just right for the quality, quantity, and other factors involved (or should not be abnormally low for facilities, works, or services, which could lead to a situation of non-performance or failure of contract). The concept of price can be refined further to consider not only the initial price paid for the requirement but also other costs such as maintenance costs, operational costs, and disposal costs.

iv) **Right time and place:** If an organisation needs the material (or facility or services) in three months, it will be costly to procure it too late or too early. Similarly, if the vendor delivers the materials/ facilities/ services in another city, extra time and money would be involved in logistics. An unrealistic time schedule for completion of a facility may lead to delays, claims, and disputes.

v) **Right source:** Similarly, the source of delivery of Goods, Works and Services of the requirement must have just right financial capacity and technical capability for our needs (demonstrated through satisfactory past performance of contracts of the same or similar nature). Buying a few packets of printer paper directly from a large manufacturer may not be the right strategy. On the other hand, if our requirements are large, buying such requirements through dealers or intermediaries may also not be right.

*[**Note:** For more details on the basic aims of procurement, please refer to Chapter 1 and 'Appendix 1: Advanced Concepts of Value for Money' of the Manual for Procurement of Goods, 2024 may be referred.]*

6. Refined Concepts of Cost and Value – Value for Money

The concept of price or cost has been further refined into Total Cost Of Ownership (TCO), Life Cycle Cost (LCC) or Whole-of-Life (WOL) to consider not only the initial acquisition cost but also the cost of operation, maintenance, and disposal during the lifetime of the external resource procured. Similarly, the concept of quality is linked to the need and is refined into the concept of utility/ value. These two, taken together, are used to develop the concept of Value for Money (VfM, also called Best Value for Money in certain contexts). VfM means the effective, efficient, and economical use of resources, which may involve the evaluation of relevant costs and benefits, along with an assessment of risks, non-price attributes (e.g., in goods and/or services that contain recyclable content, are recyclable, minimise waste and greenhouse gas emissions, conserve energy and water and minimise habitat destruction and environmental degradation, are non-toxic etc.) and/or life cycle costs, as appropriate. Price alone may not necessarily represent VfM. In public Procurement, VfM is achieved by attracting the widest competition by way of optimal description of need; development of value-engineered specifications/ Terms of Reference (ToR); appropriate packaging/ slicing of requirement; selection of an appropriate mode of Procurement and tendering system.

Total Cost of Ownership: While the value of a product covers all components of value over the "Whole-Of-Life" (WOL), the costs incurred on the product should also take into consideration the total of various elements of costs incurred over the WOL of the product. For this purpose, future costs are discounted to present value (not to be confused with the value we are discussing – this is a financial discounting concept). For example, it would not be prudent to buy a cheap car that has a high cost of operating. This is called WOL, "Life-Cycle-Cost" (LCC), or "Total Cost of Ownership" (TCO). The last is a preferred nomenclature in procurement and is defined as the total of all costs associated with a product, service, or capital equipment that are incurred over its expected life. Typically, these costs can be broken into four broad categories:

a) **Procurement price:** The amount paid to the vendor/ contractor for the product, service, or capital equipment;

b) **Acquisition costs:** All costs associated with bringing the product, service, or capital equipment into operation at the customer's location. Examples of acquisition costs are sourcing, administration, freight, taxes, and so on;

c) **Usage costs:** In the case of a product, all costs associated with converting the procured part/material into the finished product and supporting it through its usable life. In the case of a service, all costs associated with its performance are not included in the procurement price. In the case of capital equipment, all costs associated with operating the equipment through its life. Examples of usage costs are inventory, conversion, wastage, lost productivity, lost sales, warranty, installation, training, downtime, and so on

d) **End-of-life costs:** All costs incurred when a product, service, or capital equipment reaches the end of its usable life, net of amounts received from the sale of the remaining product or the equipment (disposal value), as the case may be. Examples of end-of-life costs are obsolescence, disposal, clean-up, and project termination costs.

Value for Money

1. Besides the value of a product or service, the customer also has his notion of the “value” of a particular sum of money. This is different for different people or even for the same person in different circumstances. When the perceived value of a product matches the perceived value of the amount of money (cost of the product), the customer feels he got the full value for his money. This is called the VfM. In procurement, the Total Cost of Ownership is taken to evaluate value for money. Given the limited resources available to the Government, ensuring VfM in procurement is the key to ensuring the optimum utilisation of scarce budgetary resources. It usually means buying the product or service with the lowest WOL costs, which is ‘fit for purpose’ and just meets the specification. VfM also incorporates affordability; clearly, goods or services that are unaffordable cannot be bought. This should be addressed as soon as possible within the process, ideally at the need assessment stage before procurement commences. To address this issue, a change in the procurement approach, specification or business strategy may be required.

2. Where an alternative that does not have the lowest WOL costs is chosen, then the additional ‘value added’ benefit must be proportional and objectively justifiable. Assessment of bids should be conducted only in relation to a published set of evaluation criteria (which should be relevant to the subject of the contract), and any ‘added value’ that justifies a higher price must flow from these defined criteria. In public procurement, VfM is often primarily established through the competitive process. An intense competition from a vibrant market will generally deliver a VfM outcome. However, where competition is limited or even absent, other routes may have to be used to establish VfM. These can include benchmarking, construction of

theoretical cost models or 'shadow' bids by the procurement agency. Major contracts can require considerable financial expertise and external support. A VfM assessment, based on the published conditions for participation and evaluation, may include consideration of some factors such as:

a) Fitness for purpose;

b) Potential vendor/contractor's experience and performance history;

c) Flexibility (including innovation and adaptability over the lifecycle of the procurement);

d) Environmental sustainability (such as energy efficiency and environmental impact); and

e) Total cost of ownership

3. However, due to uncertainties in estimates of various components of TCO (and actual costs over the life-cycle) and intangibles of Value, some element of subjectivity may become unavoidable and hence is not normally useable in routine Public Procurement cases. Therefore, preference is given to alternative means for ensuring VfM by way of optimal description of needs, development of value-engineered specifications/ Terms of Reference, appropriate packaging/ slicing of requirements and selection of appropriate mode/ tendering systems of procurement, etc.

*[**Note:** For more details, the advanced concepts are explained in Chapter 1 and 'Appendix 1: Advanced Concepts of Value for Money' of the Manual for Procurement of Goods, 2024 may be referred].*

7. Fundamental Principles of Public Procurement

Over and above the basic aims of procurement, the obligations of procuring authorities can be grouped into following five fundamental principles of public procurement, which all procuring authorities must abide by and be accountable for:

i) **Transparency Principle:** All procuring authorities are responsible and accountable for ensuring transparency, fairness, equality, competition, and appeal rights. This involves simultaneous, symmetric, and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time-limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award, and management of contracts. It implies that such officers must ensure that there is consistency (absence of subjectivity), predictability (absence of arbitrariness), clarity, openness (absence of secretiveness), and equal opportunities (absence of discrimination) in processes. In essence, the Transparency Principle also enjoins upon the Procuring Authorities to do only that which they professed to do as pre-declared in the relevant published documents and not to do anything that had not been so declared.' As part of this principle, all procuring entities should ensure that offers are invited following a fair and transparent procedure.

ii) **Professionalism Principle:**

a) As per these synergic attributes, the procuring authorities have a responsibility and accountability to ensure professionalism, economy, efficiency, effectiveness, and integrity in the procurement process. They must avoid wasteful, dilatory, and improper practices violating the Code of Integrity for Public Procurement (CIPP). They should, at the same time, ensure that the methodology adopted for Procurement is reasonable and appropriate for the cost and complexity and that it effectively achieves the planned objective of the Procurement. As part of this principle, the Government may prescribe professional standards and specify suitable training and certification requirements for officials dealing with procurement matters.

b) In reference to the above two principles - Transparency and Professionalism Principle, It may be useful to refer to the following provisions in the General Financial Rules, 2017:

General Financial Rules, 2017, Rule 144. Fundamental principles of public buying (for all procurements, including Procurement of works): Every authority delegated with the financial powers of procuring goods in the public interest shall have the responsibility and accountability to bring efficiency, economy, and transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.

c) The procedure to be followed in making public Procurement must conform to the following yardsticks (Rule 144 GFR, 2017): -

i. offers should be invited following a fair, transparent, and reasonable procedure;

ii. the procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects;

iii. the procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required;

iii) **Broader Obligations Principle:**

1. Over and above transparency and professionalism, the procuring authorities also have the responsibility and accountability to conduct public Procurement in a manner that facilitates the achievement of the broader objectives, social policies and programme objectives (for example, economic growth, strengthening of local industry - make-in-India, Ease of Doing Business, job, and employment creation, and so on) of the Government - to the extent these are specifically included in the 'Procurement Guidelines'.

2. To support social policies, reservation of Procurement of specified goods from MSEs, weaker sections, backward regions, and reservation of Procurement of certain goods from MSEs,

3. To strengthen local industry and job/ employment creation, preferential Procurement of locally manufactured goods or services (Rule 153 (iii) of GFR, 2017) and support to Startup enterprises (Rule 170(i), 173 (i) of GFR, 2017);

4. To achieve programme objectives, reservation of Procurement of specified class of goods from or through certain nominated CPSEs or Government Organisations;

5. On the grounds of defence of India or matters directly or indirectly related thereto, including national security, impose restrictions, including prior registration and/ or screening, on Procurement from bidders from, or bidders having commercial arrangements with an entity from, certain country or countries, or a class of countries. Rule 144(xi) of GFR, 2017

6. Facilitating broader objectives of other Departments of Government (for example, ensuring tax or environmental compliance by participants, Energy Conservation, accessibility for People with Disabilities, etc., Procurement policies and procedures must comply with accessibility criteria that the Government may mandate from time to time.

iv) **Extended Legal Responsibilities Principle:** Procuring authorities must fulfil additional legal obligations in public Procurement, over and above mere conformity to the mercantile laws (which even private sector procurements must comply with). The Constitution of India has certain provisions regarding fundamental rights and public Procurement. Courts have, over time, taken a broader view of public Procurement as a function of the 'State,' interpreting these to extend the responsibility and accountability of public procurement Authorities. Courts in India thus exercise additional judicial review (beyond contractual issues) over public Procurement in relation to the manner of decision-making with respect to fundamental rights, fair play, and legality. Similarly, procuring authorities also have the responsibility and accountability to comply with the laws relating to Governance Issues like the Right to Information (RTI) Act and Prevention of Corruption Act, and so on.

v) **Public Accountability principle:**

1. Procuring authorities are accountable for all the above principles to several statutory and official bodies in the Country – the Legislature and its Committees, Central Vigilance Commission, Comptroller and Auditor General of India, Central Bureau of Investigations and so on – in addition to administrative accountability. As a result, each individual public procurement transaction is liable to be scrutinised independently and in isolation, besides judging the overall outcomes of the procurement process over a period. Procuring authorities thus have responsibility and accountability for compliance with rules and procedures in each individual procurement transaction, as well as the achievement of overall procurement outcomes.

2. The procuring authority, at each stage of Procurement, must, therefore, place on record, in precise terms, the considerations that weighed with it while making the procurement decision from need assessment to fulfilment of need (Rule 144 (viii), GFR 2017).

3. Such records must be preserved, retained in easily retrievable form, and made available to such oversight agencies on demand. The procuring entity shall, therefore, maintain and retain audit trails, records and documents generated or received during its procurement proceedings in chronological order (refer to para 7.7.6 below). The files shall be stored in an identified place and retrievable for scrutiny whenever needed without wasting time.

*[**Note:** For more details on fundamental principles of public procurement, please refer to Chapter 1 of the Manual for Procurement of Goods, 2024.]*

8. Every person dealing with public procurement in CIL/Subsidiaries must adhere to Standards (Canons) of Financial Propriety.

For concept of financial propriety, Rule 21 of GFR may be referred: The concept is reproduced below:

"Rule 21. Standards of financial propriety: Every officer incurring or authorizing expenditure from public moneys should be guided by high standards of financial propriety. Every officer should also enforce financial order and strict economy and see that all relevant financial rules and regulations are observed, by his own office and by subordinate disbursing officers. Among the principles on which emphasis is generally laid are the following: -

i) *Every officer is expected to exercise the same vigilance in respect of expenditure incurred from public moneys as a person of ordinary prudence would exercise in respect of expenditure of his own money.*

ii) *The expenditure should not be prima facie more than the occasion demands.*

iii) *No authority should exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to its own advantage.*

iv) *Expenditure from public moneys should not be incurred for the benefit of a particular person or a section of the people, unless –*

a) *a claim for the amount could be enforced in a Court of Law, or*

b) *the expenditure is in pursuance of a recognized policy or custom."*

9. Public Procurement Infrastructure

Coal India Limited has got its own portal for public procurement developed by NIC with domain name https://coalindiatenders.nic.in for works, goods and services. The tenders published on this portal are auto mirrored on Central Public Procurement Portal (CPPP).

Procurements of services through GeM shall be governed by **clause 7 of Section – 3.**

Procurement of Services through GePNIC Portal (Coal India Tender Portal) shall be governed by the relevant portal provision as mentioned at Guidelines for e-Procurement of Works.

10. Preferential/Mandatory Purchase from certain sources

The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

Note for Procuring Entity: *Before considering any Purchase Preference mentioned below, the Procuring Entity should check the latest directives in this regard for necessary action. Purchase Preference provision shall invariably be part of the Notice Inviting Tender (NIT) and Instructions to Bidders (ITB).*

10.1. Procurement Preference to Make in India (Applicable for both Works and Services)

Preference to Make in India (as applicable) vide Order No. P -45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt .of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

[***Note:***

1. *Not Applicable Where Estimated Cost Value Put to Tender is Less Than Rs. 5 Lakhs.*

2. *In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid in Open Tender Enquiry (OTE).*

3. *In terms with the above said policy, Class-I local suppliers, Class-II local suppliers and Non-local supplier shall be eligible to bid in Global Tender Enquiry (GTE).*

4. *If the procuring entity negotiates with the L1 bidder / if the L1 bidder offers Suo-moto rebate, who is not a Class-I Local Supplier, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price/ suo-moto rebate price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L-1 price / suo-moto rebate given by L1 bidder.*

5. *MII order is applicable 'where the bid is evaluated on price alone' – MII purchase preference would not be applicable where evaluation is based inter-alia on non-price criteria, e.g., QCBS or FBS in Services and Works.]*

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under said order.

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. *(Please refer MII Order 2024, as amended time to time and FAQ as issued time to time for clarity on definition of local content)*

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

I. **In the procurement of service which are divisible/splitable in nature, the following procedure shall be followed: -**

   i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

   ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.

II. **In the procurement services which are Non-divisible in nature, the following procedure shall be followed: -**

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. **Applicability in tenders where contract is to be awarded to multiple bidders as predefined in the Bid Document,** the following procedure shall be followed: -

In tenders, where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise~~,~~ the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’, as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only ‘Class-I Local suppliers’.

b) In other cases, ‘Class II local suppliers’ and ‘Non local suppliers’ may also participate in the bidding process along with ‘Class-I Local suppliers’ as per provisions of the Order.

c) If ‘Class-I Local suppliers’ qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case ‘Class-I Local suppliers’ do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the ‘Class I local supplier’ over ‘Class II local suppliers’/ ‘Non local suppliers’ provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) The margin of purchase preference shall be 20%. Only those 'Class-I local suppliers' would be eligible for purchase preference whose quoted rates fall within the margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. First, purchase preference must be given to the lowest quoting eligible 'Class- I local supplier.' If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher eligible 'Class-I local supplier,' and so on. In case the quantity thus allocated to eligible 'Class-I local suppliers' is short of 50% of the tendered quantity, then this shortfall quantity may be distributed among all other qualified bidders as per award criteria stipulated in the tender documents.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. **Specifications in Tenders and other procurement solicitations**

a) CIL/ Subsidiary shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) CIL/ Subsidiary shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier/contractor.

VI. **Verification of local content:**

i) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders (excluding Joint Venture) at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, in the undertaking (Annexure – IX).

*[**Note:** In the case of a Joint Venture (JV), each member shall submit a separate Self-Certification indicating the percentage of local content in the offered items. The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their respective participation share and work responsibilities as defined in the Joint Venture Agreement.*

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

ii) In cases of procurement for a value, i.e., Estimate Cost Value put to tender, in excess of Rs. 10 crores, all the Bidders (excluding JV) at the time of bidding shall be required to provide a certificate with UDIN (Annexure – IX) in the name of bidder from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The bidder is to provide the self-certification regarding the details of the Location(s) at which the local value addition is made.

*[**Note:** In case the bidder is a Joint Venture (JV), each member shall submit a certificate with UDIN issued by the statutory auditor or cost auditor (in the case of companies), or by a practicing cost accountant or practicing chartered accountant (for entities other than companies), indicating the percentage of local content in the items offered. Such certificates shall be issued in the name of the individual JV members as per their respective legal status.*

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their participation share and work responsibilities specified in the Joint Venture Agreement.

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

iii) For all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice at the time of final bill submission or as and when demanded by Engineer-In-Charge. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II or from Class-II to Non-local, a penalty of 5% of the contract value excluding GST shall be imposed, and the category of the supplier/service provider changes from Class-I to Non-local, a penalty of 10% of the contract value excluding GST shall be imposed. However, contract once awarded shall not be terminated on this account.

Note: This penalty shall be in addition to other penal provisions of NIT/Bid Document.

iv) Decisions on complaints relating to implementation of Procurement Preference to Make in India Order (amended from time to time) shall be taken by CMD of CIL/Subsidiaries to the procuring entity.

v) Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

vi) Prescribed fees for such complaints are as follows:

*[**Note:** In order to avoid frivolous complaint designed to overreach the preference given to local supplier, it is proposed to strengthen and make accountable the entire complaint process. A complaint fee of Rs. 5 Lakh shall be paid to Procuring Entity through Demand Draft in favour of Procuring Entity by complaint. In case, the complaint is found to be incorrect (category of the supplier does not change from Class-I to Class-II/ Non-local or from Class-II to Non-local), the complaint fee shall be forfeited. In case, the complaint is correct (category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local), deposited fee of the complainant would be refunded without any interest.]*

vii) False declarations *(say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local)* will lead to debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

viii) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

ix) A supplier who has been debarred by any procuring entity as per this sub-para:

1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

2. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

Note (For departmental users & not to be part of Bid Document):

1. *In case of procurement of all goods/ services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.*

2. *In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.*

3. *Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.*

VII. **Reciprocity Clause**

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal Ministry/Departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government

procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Note:

a) ***Specifying*** *foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of* Company.

b) ***Note for Project & Planning Department/ Project Monitoring Division:*** Company *whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website.*

c) ***Removal of difficulties:*** *Boards of Directors of* Company *may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.*

VIII. **Action for non-compliance of the Provisions of the Order**: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, it shall be dealt as per CDA rules.

IX. **Manufacture under license/ technology collaboration agreements with phased indigenization**

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

10.2. **Public Procurement Policy for Micro and Small Enterprises (MSEs)** shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

i) Subject to meeting terms and conditions stated in the Bid Document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case L-1 Bidder is non-MSE:

In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. Considering the spirit of the Policy for enhancing Government procurement from MSEs, this process is to be repeated till work is awarded to MSE or MSE Bidders are exhausted.

[Note:

1. *If the procuring entity negotiates with the non-MSE L1 bidder / if the non-MSE L1 bidder offers Suo-moto rebate, the price band (L1+15%) should be calculated based on the original L1 price, not the lower negotiated price / suo-moto rebate price, and such eligible MSE bidders shall be called to match the new negotiated L1 price / suo-moto rebate offered by L1 bidder.*

2. *MSE purchase Preference is applicable 'where the bid is evaluated on price alone' – MSE purchase preference would not be applicable where evaluation is based inter-alia on non-price criteria, e.g., QCBS or FBS in Services.]*

iii) Out of the 25% target of annual procurement from micro and small enterprises 3 (three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3 (three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4 (four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 4 (four) percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST.

vi) MSEs would be treated as owned by SC/ ST or Women entrepreneurs:

1) In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;

2) In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty- one per cent) shares in the unit;

3) In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.

vii) Classification of Micro and Small Enterprise shall be as per Govt. of India notification from time to time.

viii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. Verification of MSE status of bidder is mandatory.

ix) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them.

xi) "*In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change*".

[*Note (Not to be a part of Bid Document):*

a) MSEs shall be allowed to participate in Service tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

b) *Prior experience and prior turnover shall not be relaxed for MSE bidders which was already clarified in letter No. F. 78/74/2020-PPD dated 29.06.2020 addressed to Murali Manpower Agencies from DoE, PPD.*]

10.3. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017, as amended time to time.

The Class-l local suppliers, under PPP-Mll Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any tender, may or may not be Class-l local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	**Terminology**
Supplier is both MSE & Class-I local Supplier	MSE Class-I local Supplier
Supplier is MSE but not Class-I local Supplier	MSE but non-Class-I local Supplier
Supplier is not MSE but is Class-I local Supplier	Non-MSE but Class-I local Supplier
Supplier is neither MSE nor Class-I local Supplier	Non-MSE non-Class-I local Supplier

The work is divisible/splitable and both MSEs as well as Class-l local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L-1 is "MSE Class-I local Supplier" – 100% of the tendered quantity is to be awarded to L-1.

ii) L-1 is "Non-MSE but Class-l local supplier" - purchase preference (25% quantity) is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

iii) L-1 is "MSE but non-Class-l local supplier" - purchase preference (50% Quantity) is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

iv) L-1 is "Non-MSE non-Class-l local supplier" – Firstly, purchase preference (25% quantity) is to be given to MSEs (if any and eligible) as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" (i.e., 37.5%) if any and eligible as per PPP- Mll Order. If there is an eligible 'MSE Class-I local supplier', then he should be firstly given purchase preference of 25% as MSE, if eligible as per PP-MSE order, and a further purchase preference for "50% of the tendered quantity minus quantity allotted as MSE" (i.e. 37.5%) if eligible as per PPP- Mll Order – therefore a total of 62.5% quantity. For the balance quantity, contract is to be awarded to L-1 Bidder.

The work is not divisible/splitable and both MSEs as well as Class-l local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L-1 is "MSE Class-l local supplier" - Contract is awarded to L-1.

ii) L-1 is not "MSE Class-l local supplier" but the "MSE Class-l local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-l local supplied". If lowest quoting "MSE Class-l local supplier" does not accept the L-1 rates, the next higher "MSE Class-l local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

iii) If conditions mentioned in sub paras (i) and (ii) above are not met, i.e., L-1 is neither "MSE Class-l local supplier" nor "MSE Class-l local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

a. L1 is "MSE but non-Class-l local supplier" or "non-MSE but Class-l local supplier" - Contract is be awarded to L1.

b. L1 is "Non-MSE non-Class-l local supplier" First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible /does not accept - purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible /does not accept - contract to be awarded to L-1.

10.4. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

i. Start-up shall be exempted from payment of Earnest Money Deposit/Bid Security.

ii. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade

(DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.

iii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.

iv. A confirmatory document for being a Startups shall be prescribed in the Bid Document which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered.

v. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

10.5. Restrictions/ Prior Registration on Entities from a Class of Countries:

A. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries have been notified by the Department of Expenditure's OM No. F.7/10/2021-PPD (1) dated 23.02.2023 (Public Procurement Order No. 4 – hereinafter referred to in this section as the 'Order') as amended time to time:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from* a *country which shares* a *land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a Consortium or Joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means. -

a. An entity incorporated, established or registered in such a country; or

b. A Subsidiary of an entity incorporated, established or registered in such a country; or

c. An entry substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or Joint Venture where any member of the consortium or Joint Venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under

1. In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation--

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Company.

   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. To determine nationality while assessing the beneficial ownership of the bidder, the nationality mentioned in the beneficiary owner's passport

should be considered. In case of the possibility of dual citizenship, nationality on all the passports should be considered through a suitable declaration. If nationality in any of the passports of the person whose beneficial ownership is being assessed, is recorded to be from a country sharing a land border with India, the provisions contained under this Order shall apply. Hong Kong and Macau are to be considered as part of China for the purpose of this Order.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note

1. *A person who procures and supplies finished goods from an entity from a country that shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.*

2. *However, a bidder who only procures raw material, components, etc., from an entity from a country that shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.*

VI. The successful bidder shall not be allowed to sub-contract works/services to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

B. Clarifications regarding the applicability of the restrictions under Rule 144 (xi) of the GFR:

i) The proprietary purchases are not excluded from the provisions.

ii) The rule is applicable on all purchases irrespective of the order value.

iii) The provisions are not applicable in the case of selling of raw materials by a Government agency (like a CPSE/ Autonomous Bodies, etc.).

iv) The provisions are not applicable on the export to the countries sharing land border with India.

v) Sub-contracting is not permitted to any contractor from a country sharing a land border with India unless registered with the competent authority. However, it is to be noted that procurement of raw materials, components, etc., does not constitute sub-contracting. In case a bidder has proposed to supply finished goods procured directly/ indirectly from vendors from the countries which share a land border with India, such vendor will be required to be registered with the Competent Authority.

vi) There is no bar on the contractor from procuring raw material from a firm that has been acquired by another firm belonging to a country that shares a land border with India.

vii) **Contract Manufacturing outside India:** If the bidder is getting the subject product manufactured outside India, this is treated as contract manufacturing, and beneficial ownership of the foreign manufacturing entity must be verified. If the foreign manufacturer is covered by the beneficial ownership criteria (para 4-g above) – then the bidder must submit DPIIT registration of such manufacturer to participate in the procurement.

viii) **Hiring of Services:** Suppose a Bidder (Indian/ Foreign), who is not from a country sharing a land border with India, offers services to a procuring entity by arranging equipment from another company; then the following scenarios may appear:

S. No.	Scenario	Applicability of Rule 144 (xi)
a)	The equipment/ goods have been purchased or will be purchased from a company (manufacturer) from a country which shares a land border with India.	The bidder has procured certain goods to offer the requisite services to a procuring entity. In such case, the bidder does not fall within the definition of the terms "bidder" as defined under para III, above. Hence, the provisions of Rule 144 (xi) of GFR, 2017 do not apply to this case.
b)	By entering into a MOU/ lease agreement with the company (who owns the equipment/ goods) from a country that shares a land border with India.	Here, the bidding vendor proposes to hire services from a company that belongs to a country that shares a land border with India. This prima facie becomes the case of an indirect supply of services by a company that owns the equipment/ goods by introducing an intermediary. The intermediary merely acts as an agent to the company providing services of the equipment. In such a case registration of company owning the equipment and indirectly supplying the services shall require to be registered with the competent authority, thereby requiring the need to fulfil the provisions of Rule 144 (xi).
c)	By entering into an MOU/ lease agreement with the company (say 'X', who is the present owner of	In this case, the actual supplier of services, prima facie, shall be 'X.' The

	the equipment) from a country that does not share a land border with India. The equipment has been purchased from the manufacturer of the company (say 'Y'), which is from a country that shares a land border with India.	status of 'X' in this case does not attract the provisions of Rule 144 (xi).

C. Illustrative examples of the applicability of the Restrictions under Rule 144 (xi) of GFR 2017

a) A vendor, say, 'Party A' from India, is procuring an item from their sister company, say, 'Party B,' which is registered in a country not sharing a land border with India. Both the parties, Party A and B, are owned by an entity that does not belong to a country sharing a land border with India. Party B has its production facility in a country sharing land border with India. The manufactured item will be procured by Party A from its sister concern, i.e., Party B from the above-mentioned production facility. The production unit is wholly owned by Party B. The Party A now claims that the provisions of Rule 144 (xi) of GFR 2017 do not apply on it because:

i) Both Party A and B are not an entity incorporated, established, or registered in such a country, since Party A is registered in India and Party B is registered in a country not sharing land border with India;

ii) Both Party A and B are 100% owned subsidiary of an entity, which is incorporated, registered, and established in a country not sharing land border with India;

iii) The beneficial owner of Party A and B is not situated in a country sharing land border with India since they are owned by an entity belonging to country not sharing land border with India;

iv) Both Party A and B are not an Indian (or other) agent of such an entity;

v) Both A and B are not a natural person who is a citizen of such a country;

vi) Both A and B are not a consortium or joint venture where any member of the consortium or joint venture falls under any of the above. Though, Party B has a wholly owned subsidiary in a country that shares a land border with India but is not a JV or consortium (a subsidiary does not qualify as a JV or consortium)

vii) In addition to the above, Party A claims that they are not procuring finished goods directly/ indirectly from the vendors from the countries sharing a land border with India as the item is being manufactured in their own production units.

viii) In light of the above facts and the claims put forth by Party A, it is important to clarify to the procurers that Party A acts as an agent for

Party B, which manufactures goods in a country sharing a land border with India. Party B supplies goods manufactured at premises established in a country that shares a land border with India. In such a case, registration is required for Party B (and not necessarily for Party A, who is only an agent and not from a country sharing a land border with India).

b) Taking an example of IT goods and services:

i) if the contractor is only supplying the servers as it is from an OEM that belongs to a country sharing a land border with India, and there is no value addition done by the contractor, then the contractor acts as an agent for the OEM and registration of the OEM and the agent (contractor) both are required as per the provisions of Rule 144 (xi) of GFR 2017.

ii) In case the contractor supplies value added services on a hardware, the contractor outsources, in that case the registration of OEM is not required.

iii) Where there is deployment of IT services that includes both hardware and software customization, and the contractor has sourced hardware, which is made in the country sharing land border with India, the requirement of registration as per the provisions of Rule 144 (xi) are not applicable.

11. Legal Aspects Governing Public Procurement of Services

A public procurement contract, besides being a commercial transaction, is also a legal transaction. There are a number of laws that may affect various commercial aspects of public procurement contracts. A public procurement professional is expected to be generally aware of the implications of following basic laws affecting procurement of works; however, he or she is not expected to be a legal expert. In different contexts of the scope of work, an additional set of laws may be relevant.

*[**Note:** For salient features of laws applicable to public procurement, please refer to Appendix 2 provided in Manual for Procurement of Goods, Second Edition, 2024]*

12. The Law of Agency: Legally speaking service provider would be an Agent of the Procuring Entity acting as a 'Principal' –, to carry out the service on its behalf. Such a relationship is covered by The Law of Agency (Section 182 to section 238, of the Indian Contract Act, 1872) and hence there exists a Principal and Agent relationship between Procuring Entity and the service provider. As per this law, the Procuring Entity is vicariously legally and financially liable for actions of its Agents. For example, a violation of certain labour laws in deputing staff for Procuring Entity's contract by the service provider may render the Procuring Entity legally and financially answerable for such violations, under certain circumstances. There is a need to be aware of such eventualities. Model tender Documents take care of this aspect.

13. Proactive Information Disclosures

Section 4(1) (b) of the RTI Act lays down the information to be disclosed by public authorities on a suo-motu or proactive basis, and Section 4(2) and Section 4(3) prescribe the method of its dissemination to enhance transparency and also to reduce the need for filing individual RTI applications. The Department of Personnel & Training, Ministry of Personnel, Public Grievances & Pensions, Government of India, has issued "Guidelines on suo motu disclosure under Section 4 of the RTI Act" vide their OM No.1/6/2011-IR dated April 15, 2013. The relevant guidelines relating to information disclosure relating to procurement are reproduced below:

"Information relating to procurement made by public authorities, including publication of notice/tender enquiries, corrigenda thereon, and details of bid awards detailing the name of the Vendor/ Contractor of goods/services being procured or the works contracts entered, or any such combination of these and the rate and total amount at which such procurement or works contract is to be done should be disclosed. All information disclosable as per Ministry of Finance, Department of Expenditure's O.M. No 10/1/2011-PPC dated 30th November, 2011 (and 05th March 2012) on Mandatory Publication of Tender Enquiries on the Central Public Procurement Portal and O.M. No. 10/3/2012-PPC dated 09th January 2014 on implementation of comprehensive end-to-end e-procurement should be disclosed under Section 4 of the Right to Information Act."

SECTION 03 – GENERAL GUIDELINES

1. **PREFACE:** This document containing broad guidelines for Procurement of Services has been framed with an objective that it should help all concerned with the objective of evaluation through Bid Submission Confirmation (BSC) Sheet and thereby reducing the human intervention in evaluation of tender and reduction of cycle time of procurement.

Note:

- CFDs of CIL is authorized to approve any modifications arising out of operation constraints/difficulties in the provisions of guidelines for procurement of Services/ CMM/ Manual for Non-Consultancy Services / any other manual of CIL / any standard NIT circulated by CIL subject to intimation to CIL Board in its next meeting.

  [**Note:** Approved in 400th meeting of Board of Directors of Coal India Limited held on 12th March 2020]

- Director (Technical), CIL is authorized to approve consequential changes arising out of the above and other amendments approved since last publication and for updation of guidelines for procurement of Services/ CMM/ Manual for Non-Consultancy Services / any other manual of CIL / any standard NIT circulated by CIL by incorporating all the amendments approved till date since the last publication of respective document.

2. Deleted

3. **SCOPE: -** The e-Procurement system will cover the following as per the functionality available in the portal:

a. All the Open, Single, Limited tenders having Estimated Value of Rs**.** 2.00 lakhs and above.

   Note: This threshold limit may be reduced further by Chairman, CIL/CMD of the Subsidiaries, as per requirement.

b. Tendering System for estimated cost value put to Tender below Rupees 75 Lakhs:

   i) Single Stage Single Cover (One Part) system without technical and financial eligibility and without reverse auction for Services

   ii) Selection of consultants/ agency without reverse auction may be done through Single Stage Two Cover (Two-part) system based on requirement/justification with the approval of Concerned Director.

   iii) Single Stage Two Cover (Two Part) tendering system without reverse auction for services wherever pre-qualification criteria (experience criteria) to be taken, as decided by Subsidiary for Production/ Coal Despatch/ Safety related works.

[***Note:*** *CFDs of CIL approved to include Pre-qualification criteria (experience criteria) for Production/ Coal Despatch/ Safety related works to be decided by the Subsidiary for estimated value of tender below Rs. 75 lakhs.*]

c. Single Stage Single Cover (one part) tendering system without reverse auction may be applicable for Manpower outsourcing Services – Fixed Remuneration, irrespective of Estimated Cost Value as per GeM Portal functionality.

d. Single Stage Two Cover (Two Part) tendering system without reverse auction for Works and Services **with estimated value put to Tender Rupees 75 Lakhs and above**.

e. Single Stage Two Cover (Two Part) tendering system without reverse auction is applicable for 'QCBS (Quality and Cost Based Selection) based bid evaluation, **irrespective of the Estimated cost value put to tender**.

f. Limited Tender Enquiry (Single Stage Single Cover (One Part)) may be applicable for the selection of a consultant/agency after empanelment/ shortlisting and bidding among them, **irrespective of the estimated cost value put to tender**.

g. All the steps starting from hosting of Tenders (based on approved and financially concurred estimate/indent) till decision of successful Bidder. This includes Creating and Hosting of NIT/Bid Document, Downloading and submission of bids, Opening of Tender and Evaluation of bids including issuance of LoA through e-mail and subsequent generation of GeM contract to conclude the tender on GeM Portal.

*[**Note:** For Procurement of services through GePNIC (Coal India Tender Portal), the e-portal guidelines as mentioned in the "Guidelines for e-Procurement of Works" for Preparation, hosting, AoC etc. to be followed.]*

h. The other Terms and Conditions of NIT/Bid Document and any other offline process (including evaluation of bids, if any) not covered under this Manual of CIL, will be as per the following Manuals of Coal India Limited:

   i. Contract Management Manual (for Mining).

   ii. Manual for Procurement of Non-Consultancy Services (for services other than those covered under Chapter 3 & 6 of Contract Management Manual and Model Tender Document issued by CIL time to time).

   The above Manuals are available on CIL website www.coalindia.in.

4. PREPARTION AND APPROVAL OF NIT/BID DOCUMENT

4.1 Standard NIT: There will be standard NIT format for each department which will be framed in compliance with the Procurement Manual and shall be uniformly followed across all the Areas & Headquarter of CIL/Subsidiary. The standard NIT will be framed by concerned tender inviting department at CIL/Subsidiary HQ in consultation with e-Procurement Cell/concerned department, if applicable regarding conformity with e-procurement portal software. The standard NIT format shall be approved by concerned Director of CIL/Subsidiary companies and will be circulated to all Areas of CIL/Subsidiary by the concerned HoDs at CIL/Subsidiary HQ.

4.2 In case standard NIT is prepared and circulated by CIL, it should be followed uniformly throughout all the Subsidiary Companies. The minor changes as per the requirement of Subsidiary Companies or incorporation of subsequent modification in manuals/circulars/guidelines may be made with approval of concerned Director of Subsidiary Companies, while major* changes shall be required approval of CFDs, CIL.

***Major Changes:** Following shall be constructed as Major Changes (to be read along with Clause No. 4.6 as mentioned below:

a) Change in Eligibility Conditions.

b) Change in General Conditions of Contract (including Bid Security, Dispute Resolution Mechanism, etc.).

c) Change in Mode of Tendering (other than electronic online mode above the threshold limit as prescribed in manuals of CIL).

d) Change in Additional Terms and Conditions.

Note:

Procuring entities are advised to check specific current provisions of law and other applicable instructions from sources. If a conflict with source documents is noticed, such as CIL Manual or the prevailing laws, Standard NIT/ Model Bid Document circulated from CIL may be suitably modified by respective company and CIL may be apprised of such changes.

4.3 The services for which standard NIT is not applicable, a fresh NIT will be framed by concerned tender inviting department & Concerned Technical Department (CTD) at CIL/Subsidiary in consultation with e-Procurement Cell/concerned department, if applicable regarding conformity with e-procurement portal software. Such NIT will be approved by concerned Director of CIL/Subsidiary Companies.

Pre-Tender activities:

a) **Architectural and structural drawings, if applicable:** Architectural and structural drawings (fit for construction) are among the core requirements for projects. Finalization of these drawings at the earliest, preferably at the time of preparation of the cost estimate itself, can help to determine quantities of various items of the work. Adverse consequences of not preparing these drawings before invitation of tenders may manifest in the form of delay in execution of the work and deviations in quantities of the items of work. Hence, approved architectural and structural drawings should be available before invitation of tenders. Fit for construction (sometimes called Good for construction) drawings means the architectural and structural drawings approved by the project executing authority as well as be by the authority governing the extant rules / laws, including byelaws, such as local authorities.

b) **Pre-Notice inviting Tender (NIT) Conference:** In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend.

For a successful pre-NIT Discussion, a provisional set of Bid documents, covering all aspects of Scope of work, eligibility-criteria (if any), technical parameters (if any) and conditions of contract be prepared and hosted in the Company web-site.

The provisional bid document shall cover a notice for pre-NIT discussion on a suitable date. The notice shall request participation of interested bidders and offer comments/ suggestion for incorporation in the final document.

Such comments / suggestions (on any/all aspect of the document) may be suitably incorporated, if found necessary, and final bid document be drafted. This final draft, after due approval shall be the final bid document. Bids be invited thereafter as per standard practice.

c) **Empanelment of contractors:** Public authorities may empanel/ register contractors of those specific services which are required by them regularly. Performance of such empanelled contractors should be reviewed periodically. The list of registered contractors shall be updated on a regular basis. The category/ class of contractors may be upgraded/ downgraded or contractors may be de-listed based on their performance. Empanelment of contractors shall be done in a fair and equitable manner, preferably online after giving due publicity. The practice of inviting bids for works/services tenders only from empanelled contractors may be confined to tenders up to **<u>certain threshold value</u>**, as decided by the project executing authorities.

These considerations can be best addressed through competition exclusively between qualified shortlisted firms or individuals in which selection is based on the quality of the proposal and, where appropriate, on the cost of services to be provided. Such procurement needs to be done in a two-phase process. In the first phase of procurement (the EOI stage), the qualified firms are shortlisted transparently. In the second phase bids (Technical and Financial) are solicited from such shortlisted bidders to select the winning bidder. Care should be taken to avoid formation of unreasonable qualification criteria prior to shortlisting of bidders that may lead to restricted participation.

The EoI document shall contain following sections:

a. **Letter of Invitation:** It shall include a copy of the advertisement whereby service providers are invited to submit their EoI.

b. **Instructions to the Bidders:** It may include instructions regarding nature of job; submission requirement; last date of submission; place of submission; and any related instruction;

c. **Description of Services -** Brief Purpose and Scope of Work: This may include brief purpose/objective statement; Service Outcomes Statement; broad scope of work including Time-frames; inputs to be provided by the Procuring Entity; and expected deliverables of the assignment. This may also include the place of execution of the assignment. The request for EoI shall not include the Services and Activities Schedule.

d. **Qualification/ Shortlisting Criteria:** This may clearly lay down the qualification/ shortlisting criteria which shall be applied by the Procuring Entity for short listing the service providers. The REoI should ask for sufficient information so that the Procuring Entity may evaluate the service providers' capabilities and eligibility to undertake the assignment. Information should include: (a) core business and years in business; (b) qualifications in the field of the assignment; (c) technical and managerial organisation of the firm; and (d) general qualifications and number of key staff. In addition, the service providers should indicate information relating to their eligibility and any conflict of interest that they know may impact objective performance and impartial advice for their services. Service Providers should not be asked about their approach to the services or to submit any curricula vitae of key personnel, because these documents will be dealt with in the Tender stage. No legal documents such as certificates of incorporation of the firm, powers of attorney, financial statements, or translations of standard brochures should be requested. Given the often-large number of submissions, the advertisement should stress the importance of brevity of the information to be sent.

The short lists shall normally comprise at least three firms (Rule 184 of GFR 2017) but not more than eight (to avoid inordinate delays in evaluation of subsequent Tender). Subsequent Tender documents would be issued only to the shortlisted service providers.

*[**Note:** Approving authority for finalization of empanelment list is CMD of respective Company.**]***

4.4 Any Bid Document prepared by the Procuring Entity for a special task or for specialized nature, where the standard Bid Document is not available and for which provisions of various manuals are required for preparation of Bid Document, then the same may be prepared by user department regarding conformity with e-procurement portal software and shall be approved by CMD of the Company with intimation to CoFDs, CIL/Subsidiary.

4.5 The standard GTE Templates can be framed by the tender inviting department at CIL/Subsidiary, HQ in consultation with e-Procurement Cell/concerned department and shall be circulated to all Areas of CIL/Subsidiary by the concerned HoDs at CIL/Subsidiary HQ.

4.6 Bid Documents:

a) The document is the fundamental document in the public procurement process as after award of the contract it becomes part of the contract agreement. All necessary provisions governing the contract should be clearly provided in the Bid Document. Examples are technical specifications, drawings, commercial terms and conditions including payment terms, obligations of the procuring entity and the contractor, time-frame/milestones for execution of the project, tax implications, compliance framework for statutory and other norms, reporting on progress/ quality of the work, dispute resolution.

Provisions/clauses in the Bid Document should be clear to avoid differences in interpretation of possible time overrun, cost overrun and a quality compromise. Comprehensive survey & soil investigation report, area grading & mapping of underground facilities, where project is to be executed, may be made available and, made part of Bid Document.

Note: Model Bid Documents issued by the Coal India Ltd (CIL) may be used, with due customization.

b) In tenders containing General Conditions of Contract (GCC), additional/special conditions to be incorporated in the Bid Document, shall be need based and specific. The GCCs should not be altered and changes, if any, in conditions of contract should only be made through the Special Conditions of Contract.

c) Identification of milestones may be done in as optimal and sequential manner and the same may be stipulated in the Bid Document along with enabling provisions.

d) Payment terms prescribed in the Bid Document should be such that the payment made to contractors at every stage is commensurate to quantum of work done, subject to any requirements for initial mobilisation.

e) Any approval of deviations, variations and changes in the scope of the contact shall be dealt as per relevant DoP.

f) Provision of price variation, wherever considered appropriate, as well as methodology for calculation of the same shall be clearly stipulated in the Bid Document.

g) Quality Assurance Plan (QAP) may be incorporated in the Bid Document/ contract. Schedule of visit by various levels of officials should also form part of the QAP.

h) Technical and Financial eligibility Criteria for the bidders are important in the public procurement process. They shall be clear and fair, having regard to the specific circumstances of the procurement. Appropriate parameters should be prescribed in the eligibility criteria for bidders, to enable selection of the right type of bidders in public interest, balancing considerations of quality, time and cost.

i) Open Tender Enquiry should be the default method to ensure efficiency of procurement. CIL/ Subsidiary should also keep the experience criteria broad based so that bidders with experience in similar nature of works in various sectors can participate

j) Pre-bid conference/meeting may be conducted for large value tenders or complex assignments by Procuring Entities in physical mode and/or through VC for one or more pre-bid conferences for clarifying issues/clearing doubts, if any, and for ensuring a level playing field, relating to the specifications and other allied technical/commercial details. During this conference, the technical/ commercial details, scope of requirements, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later at the time of submission of technical/financial bids. The Place and time of pre-bid conferences should be mentioned in the Bid Document and/or widely publicized.

a. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.

b. The date and time for such a meeting should normally be after 7 to 21 (seven to twenty-one) days of issue of the Tender Document and should be specified therein. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the tender Document (3 days before the date of the conference, if not specified). The pre-bid conference may also be held online at the discretion of the Procuring Entity.

c. Timelines for response to the pre-bid conference, e.g. Replies to Questions, issue of minutes of the pre-bid conference, Corrigenda, etc, should be mandatorily mentioned in the tender document and complied with.

d. Delegates participating in the Pre-bid conference must provide a photo identity and an authorisation letter as per the specified format from their Company/ principals; else, they shall not be allowed to participate.

e. After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from *the conference. Where some significant changes are made in the terms/scope of the Tender Document as a result of the pre-bid meeting or otherwise considered necessary by the Procuring Entity, a formal corrigendum may be issued to all bidders, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.*

k) Integrity Pact (IP)

1. The Pre-bid Integrity Pact is a tool to help Governments, businesses, and civil society fight corruption in public contracting. It binds both buyers and sellers to ethical conduct and transparency in all activities, from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract. This removes the insecurity of Bidders, that while they themselves may abjure Bribery, their competitors may resort to it and win contracts by unfair means.

2. CIL / Subsidiaries should incorporate the Integrity Pact in the procurements/ contracts. As guidance, the threshold should cover bulk (80-90% - eighty to ninety percent by value) of its annual procurement expenditure.

l) Role of IEMs in Integrity Pact:

i) Bidders or their authorised representative may address to the IEMs all the representations/grievances/complaints related to any discrimination on account of lack of fair play in modes of procurement and tendering systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

ii) The entire panel of IEMs should examine the matter jointly, who would investigate the records, conduct an examination, and submit their joint recommendations to the Management of the Procuring Entity. If the entire panel is unavailable for unavoidable reasons, the available IEM(s) shall examine the complaints. Consent of the IEM(s), who may not be available, shall be taken on record. The IEMs would be provided access to all documents/records of the tender for which a complaint or issue is raised before them, as and when warranted.

iii) The role of IEM is advisory, and the advice of IEM is non-binding on the Organization; however, their advice would help properly implement the Integrity Pact.

iv) IEM should examine the process integrity; they are not expected to concern themselves with fixing the responsibility of officers. IEMs should not associate CVO and /or the officials of the vigilance wing during the examination of the complaints in any manner. A matter being examined by the IEMs can be separately investigated by the CVO if a complaint is received or directed to them by the CVC.

*[**Note:** for more details, please refer Annex-2 to Annexure 12: Integrity Pact – Appointment and Role of IEMs of Manual for Procurement of Non-Consultancy Services, 2025.]*

m) **Contract Monitoring Committee (CMC):** A Contract Monitoring Committee shall be constituted immediately after issuance of the Letter of Acceptance (LoA) at the Area level under the Chairmanship of the Engineer-in-Charge, comprising at least three members at the appropriate level, including the user's representative.

The CMC shall be responsible for monitoring the progress of the assignment, to oversee that the assignment is carried out as per the contract, to oversee the deviation / variation in the quantity, to assess the quality of the services/works, to accept/reject any part of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services/works is found inferior and for any such deficiency related to the completion of the assignment.

In case of termination of Contract, the CMC would indicate which of the final billings by the firm are eligible for payment and which are not. In case of dispute over what is or is not a legitimate expense, eligible for payment, the dispute mechanism is invoked and, if it is not possible to resolve the matter amicably, the issue is submitted for dispute resolution. The contract will remain valid until the dispute resolution is made.

Special Conditions of Contract/Special Terms and Conditions of Contract (SCC/STC):

Any additions, deletions, or variations to the buyer added General Terms & Conditions felt necessary for a particular project shall be done by an appropriate entry in the Buyer added STC. Conditions of a special nature and project-specific conditions shall be rationally incorporated. Special conditions shall be approved by the authority competent to accept the tender **limited to Concerned Director**. While drafting Buyer added STC, the circumstances warranting them shall be duly considered, including but not limited to the following:

a) Where the wording in Buyer added GTC specifically requires that further information is to be included in Buyer added STC and the conditions would not be complete without that information;

b) Where the wording in Buyer added GTC indicates that supplementary information may be included in Buyer added STC, but the conditions would still be complete without that information;

c) Where the type, circumstances or locality of the services/works requires additional clauses or sub-clauses;

d) Where the laws of the country, or exceptional circumstances, necessitate alterations in Buyer added GTC. Such alterations are affected by stating in Buyer added STC that a particular clause, or part of a clause in Buyer added GTC, is deleted and giving the substitute clause or part, as applicable;

e) The user/indenting department carefully reviews the GeM STC/SLA, if available, is matches the requirements of the scope of work and that any additional provisions are required or not.

5. Formation of Tender Committee for Bid evaluation:

Before publication of tender, the authority inviting the tenders' initiates proposal for constitution of the tender committee and Intimate members of the Tender Committee about the date and time of the opening of tender immediately after publication of tender. Approval of the competent authority who has powers to approve the award of service is obtained for constitution of the tender committee. In case Board/CFDs of respective Company is the approving authority, approval of Chairman/CMD shall be taken.

The constitution of the tender committee for different values of services may broadly be on the following lines (need based modifications can be done):

For Estimated Value of services requiring Approval of the Board/CFDs of respective Company:

Sl. No.	Committee Members
1.	Director for Subsidiary / Executive Director for CIL Level – as Chairman of the committee.
2.	GM of concerned Area, where service will be executed. Or HoD of Concerned Department for HQ tenders.
3.	GM / HoD (Finance).
4.	HoD of Tendering Department

For Estimated Value of services requiring approval of Chairman/Director at CIL and CMD / Director at Subsidiary:

Sl. No.	Committee Members
1.	HoD of Concerned Department for HQ tenders- as Chairman of the committee
2.	GM of concerned Area, where service will be executed. Or HoD of Concerned Department for HQ tenders.
3.	GM / HoD (Finance).
4.	HoD of Tendering Department

For estimated value of service, the award of which requires the approval of below Director Level, the committee will be constituted of at least three members below the rank of TAA; one member must be from finance department.

The above-mentioned tables outline the **indicative members** (at least three) of constitution of the tender committee for different values of services as per the Delegation of Powers (DoP) & need based modification may be done. The TC members list as mentioned in the respective manual will supersede on above mentioned members list.

Note: DoP as circulated by respective Company from time to time shall be followed.

1. Inform respective members of the Tender Committee (TC) regarding their formation before publication of Tender.

Notes:

a) The representative of the user department will act as the convener of the Tender Committee.

b) Member secretary of the Tender Committee (or competent authority, in direct acceptance cases) shall receive the bids opened along with other documents from the tender opening officials and are responsible for safe-custody of the documents and for processing involved at all steps in finalising the Procurement.

c) The TC shall be responsible for all aspects and stages of the evaluation of technical and financial proposals, negotiations, and recommendation for final award of contract. There is no need to constitute any other committee for technical evaluation, preliminary evaluation, etc.

d) Tender Committee duties are to be discharged personally by the nominated officers. They may take help of their subordinate officers by way of reports/ evaluations, but they would still be answerable for such decisions. TC members cannot co-opt or nominate others to attend deliberations on their behalf. TC deliberations are best held across the table and not through circulation of notes.

e) No member of the Tender Committee should report directly to any other member of the committee except chairman of the committee, irrespective of the value of procurement.

f) The Tender Committee to consider bids may be so constituted that an authority holding powers for recommending the bids by virtue of his position as a member of the Tender Committee shall not also be the accepting authority for such tenders.

g) In case of manpower shortage, roles may be clubbed together at a higher or lower level.

h) Internal and / or external expert may be nominated in TC with the approval of CMD of respective Company, as applicable.

i) Any criteria not specified in the tender document shall not be used for evaluation or qualification.

j) After the proposals have been opened, the evaluation process can begin. Before starting the evaluation, the TC members should ensure that they

a) have no conflict of interest as defined in the tender document;

b) understand the evaluation criteria;

c) have been provided with evaluation worksheets; and

d) Agree on how to evaluate the proposals.

k) The technical evaluation report is a confidential document, and its contents shall not be disclosed. All records relating to the evaluation, such as individual mark sheets, shall be retained until completion of the project and its audit or any other time period as per statute.

6. Guidelines on Debarment of firms from Bidding

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Service Contracts.

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).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.

3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.

4. The contracting entity along with his allied firm, if applicable shall be debarred from bidding in the following circumstances: -

   i) Withdrawal of Bid as per relevant provisions of Bid Document.

   ii) If Successful Bidder fails to submit Performance Security Deposit & Additional Performance Security Deposit, if any, within stipulated time period and/or fails to execute the contract agreement within stipulated period as per the Bid Document.

   iii) If Successful Bidder fails to start the work on scheduled time.

   iv) In case of failure to execute the work as per mutually agreed work/service schedule.

   v) Continued and repeated failure to meet contractual Obligations:

a. In case of partial failure on performance, Contractor/ agency shall be debarred from future participation in tenders keeping his present contract alive.

b. On termination of contract.

vi) Furnishing of wrong information or manipulated or forged documents by the Contractor/Agency or using any other illegal/unfair means to fulfil the eligibility criteria.

vii) Formation of price cartels with other contractors/Agencies with a view to artificially hiking the price.

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.

ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the service/work done within defect liability period.

xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the Bid Document.

xv) False declarations (say, category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local) w.r.t Make in India Order.

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.

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.

5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future contracts from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm, including its allied firms after the issue of a debarment order by the entities in the jurisdiction mentioned in the order (DoE/MoC/CIL/Subsidiary Company (as applicable)). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (opening of

first bid, normally called as technical bid, in case of two packet/two stage tendering) nor debarred on the date of contract (i.e., date of issue of Letter of Acceptance/ generation of GeM Contract, whichever is later).

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is L–1/H-1, next firm shall be considered as L–1/H-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

LOA issued / Contract Concluded before the issue of the debarment order shall not be affected by the debarment Orders.

6. In case Subsidiary Company/CIL debarred the firm along with allied firms, if applicable as mentioned at Sl. No. 4, above, that a particular firm should be banned PAN CIL by debarring the firm from taking part in any bidding procedure floated by the CIL & it's Subsidiaries. Subsidiary Company may refer the case to CIL with the approval of CMD of company within 15 days after issuance of debarment order by procuring entity. For referring the case to CIL 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. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

7. 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 the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to 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.

   This shall be done only in that case where debarment has been done across CIL and its Subsidiaries.

8. 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. The period of debarment shall not exceed 02 (Two) years. In case of clause (4)(vi) above, period of debarment shall be 02 (Two) years.

9. Once a contracting entity is debarred, it shall be extended to the constituents including allied firms of that entity, i.e. members (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/member 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.

Note: “Company” means a company incorporated under Companies Act 2013 or under any previous company law.

10. The above ‘Debarment’ shall be in addition to other penal provisions of Bid Document/Contract document.

11. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

12. 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 analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

13. **Approving Authority:** The ‘Debarment’ of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

    a) In case the Accepting Authority of the service/work is Board or CFDs or CMD of Company, then the Competent Authority for debarment shall be CMD of Company.

    b) In case the Accepting Authority of the service/work is up to the level of Director of Company, then the Competent Authority for debarment shall be Director of Company.

14. 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.

    A debarment order may be revoked before the expiry of the Order, by the 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.

15. Appellate Authority for debarment orders shall be CMD of Subsidiary Company in case of debarment is done with the approval of concerned Director. In case the debarment is done with the approval of CMD of the Subsidiary Company/ concerned Director of CIL, then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFDs of CIL.

16. Any change on the above may be done with approval of CFDs of CIL.

17. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or 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 CPP Portal/CIL/Subsidiaries/GeM Portal, as per applicable permits).

18. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited irrespective of mode of procurement.

[Not to be part of Tender / Bid Document: General / Sample Procedure for observance of Natural Justice:

- ***Issuance of "Show Cause" Notice***

  - ✓ *A formal Show Cause Notice shall be issued to the bidder/contractor, clearly specifying the cause of action, alleged violations, applicable provision(s), and the proposed period of debarment or any other applicable action.*

  - ✓ *The Show Cause Notice shall be sent to the bidder/contractor's registered email ID and also dispatched to their registered postal address. Non-receipt of the notice due to incorrect email ID or postal address provided by the bidder/contractor shall not be treated as non-service of the notice.*

- ***Timeline for Response***

  - ✓ *The bidder/contractor shall be given 15 days from the date of issuance of the Show Cause Notice to submit a written reply/response through email, registered post, speed post, courier, or by hand.*

  - ✓ *If the bidder/contractor requires additional time to submit their reply, they may submit a written request stating valid reasons before expiry of the initial 15-day period**.** The competent authority may, at its discretion, grant a reasonable extension of time. The extended period, once granted, shall be communicated in writing/e-mail to the bidder/contractor.*

  - ✓ *In case no reply/response is received within the stipulated time or the extended time (if granted), it shall be presumed that the bidder/contractor has no explanation to offer, and the matter shall be decided based on available records as per the terms & conditions of the bid document.*

- ***Provision for Personal Hearing***

  - ✓ *The bidder/contractor may request a personal hearing in their written reply. A personal hearing may also be granted by the competent authority if deemed necessary, even without a specific request.*

  - ✓ *If a personal hearing is scheduled, the bidder/contractor shall be informed of the date, time, and mode (physical/virtual) of the hearing.*

  - ✓ *If the bidder/contractor seeks postponement of the scheduled hearing due to justified reasons, they must submit a written request in advance. The competent authority may allow a reasonable adjournment at its discretion. Only one adjournment shall normally be permitted unless exceptional circumstances exist.*

✓ *If the bidder/contractor fails to attend the hearing on the scheduled date or the extended date, the case shall be decided ex parte based on the available documents.*

- *The timeline for the above-mentioned procedure for observance of Principle of Natural Justice should normally be completed within 45 days of issuance of show cause notice.]*

7. Procurement through GeM for Services

i) The guidelines issued by GeM/Gol from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of respective Manual/ Guidelines.

ii) The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

iii) The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM.

iv) It is mandatory for a buyer to generate a “GeM Availability Report and Past Transaction Summary” (GeMAR&PTS) with a unique ID on GeM portal using his login credentials on GeM for procurement outside GeM. The Past Transaction Summary will be provided, where available. “GeMAR&PTS” shall be a pre-requsite for arriving at a decision by the competent authority for procurement of required goods and services by floating a bid outside GeM and its unique ID would be required to be furnished on the publishing portal along with the tender proposed to be published.

v) The GeM Portal is dynamic in nature and changes are being done by the GeM Authority, time to time. Any mandatory new functionality by GeM can be adopted with the approval of concerned Director, if no alternative solution is available on the GeM portal. After adoption, the same shall be communicated to CMC, CIL HQ.

8. Examination of bids and Determination of Responsiveness

8.1 Preliminary Examination of Bids - Evaluation of responsiveness of Bids

1. A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Other bids shall be treated as unresponsive and ignored. All bids received shall first be scrutinised to identify unresponsive bids, if any. Some important points based on which a bid may be declared as unresponsive and be ignored during the evaluation are:

   a) Any Bid not accompanied by a Bid Submission Confirmation Sheet or illegible BSC Sheet or if BSC Sheet is found to be tampered, in respect of

General Technical Evaluation (GTE), Work Experience, Working Capital etc.

b) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

c) The bidder is not eligible to participate in the bid as per the eligibility criteria that have been laid down (including conflict of interest and other provisions of CIPP). In case procurement is on a limited tender basis or where procurement is restricted to pre-approved vendors, it should be especially ensured that there is no conflict of interest;

d) The bid departs from the essential requirements specified in the tender document; or

e) Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule (**example:** in a schedule, it has been stipulated that the bidder will supply the equipment, install, and commission it and also train the purchaser's operators for operating the equipment. The bidder has, however, quoted only for supply of the equipment).

f) Bidder has quoted conditional bids or more than one bid or alternative bids.

g) The bid validity is shorter than the required period.

h) The bid has unresolved substantive deviations (please refer to sub-para 2-b below).

2. Deviations/ Reservations / Omissions - Substantive or Minor:

a) During the evaluation of Bids, the following definitions apply:

i) "Deviation" is a departure from the requirements specified in the Tender Document;

ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

iii) "Omission" is the failure to submit part, or all the information or documentation required in the Tender Document.

b) **Substantive Deviations:** A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

i) which affects in any substantive way the scope, quality, or performance of the product;

ii) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights, or the Bidder's obligations under the contract; or

iii) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

c) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

d) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the services specified in the Bid Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

e) During the preliminary examination, some minor infirmity and/or irregularity and/or non-conformity may also be found in some bids. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document.

f) **Considering Minor Deviations:** There have also been cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of the document. The court ruled that this was a minor irregularity. The court has consistently taken the view that the procuring entity is entitled to consider and allow minor deviations that do not amount to substantive deviations. The Procuring Entity reserves the right to accept bids with such minor issues provided they do not constitute any substantive deviation, do not have a fiscal impact, do not prejudice or affect the ranking order of the bidders and do not grant the bidder any undue advantage vis-à-vis other bidders and the Procuring Entity. Wherever necessary, the Procuring Entity shall convey its observation on such 'minor' issues to Bidder as per clause related to evaluation of Tender. If the Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

9. **Emergency Services:** Emergency Services are those kinds of Services which arise all of a sudden and are of inescapable nature requiring immediate action that cannot afford any delay. On such aforesaid situation the concerned executive officer should obtain the administrative approval and expenditure sanction of the competent authority to regularize the liability as early as possible.

Emergency are like:

i. Natural calamities like Earthquakes, Blizzards, Hurricanes/ Lightning, Tornados, Tsunami waves, Floods.

ii. Other causes like Explosions/Arson, Fire, War, Sudden collapse of building/bridge, Terrorist attack, Mass strike affecting civic services such as water, sewer and power supply, spread of epidemic, works required for maintaining law and order.

iii. Restoration of essential services in case of accidents/ break down etc.

iv. Any other service apart from the above, declared as Emergent by Area GM (in case of service is within area) or concerned Director (for HQ services).

v. To ensure transparency and uniformity while declaring the services as of emergent nature, HoD of the user department should record a certificate that:

a) The service has arisen all of a sudden.

b) The service is of inescapable nature requiring immediate action that cannot brook any delay.

[**Note:** HoD of User Department shall also indicate the mode of procurement, while obtaining such approval.]

vi. The Competent Authority, i.e., Estimate approving Authority, while declaring any service as emergent may also decide the mode of procurement.

vii. Such emergent services can be awarded through calling of quotation or Single Tender Enquiry/ Nomination Basis or through e-tendering with period of submission of a minimum 03 days (03*24 hrs) as decided by competent authority.

viii. The competent authority for award of such services shall be dealt as per prevalent DoP.

ix. The Engineer-In-Charge of the service as per his competence shall proceed to carry out the necessary service and shall immediately intimate to AGM/HoD (for Hq) concerned that such liability is being incurred with approximate amount of liability.

[**Note:**

1. Normal services which require compressed schedule for completion/early start should not be considered as Emergent services.

2. In emergent cases when nature of service so demands, the award of service without call of tenders up to Rs. 10 lakhs may be adopted by calling of quotation with a period of submission of minimum 03 days (03*24 hrs). However, such award of service shall be with the approval of appropriate authority as per DoP.]

10. **Urgent Services:** Urgent services need not be treated at par with the services to be taken up under situation akin to emergency. Urgent services may be defined as those kinds of services which requires fast start / completion within compressed schedule and are to be taken up on top most priority at the instruction of the competent authority. GM(HoD), / GM, Area / GM(Project) shall be final authority to approve the execution of urgent services. Under such situation availability of funds shall be ensured before taking up execution of such services.

Normally, services as mentioned below can be considered as urgent services.

a) Interior furnishings - both hard and soft.

b) General leveling and dressing etc.

c) Inauguration, foundations stone laying & special occasions.

d) House Keeping.

e) services related to maintaining water supply and drainage.

f) services related to maintaining power supply / electrification / Air-conditioning System.

g) services affecting production in mines.

h) Any other service as decided by above authorities.

Note:

1. Such services can be awarded through call of quotation or through e-tendering with period of submission 05 days as decided by competent authority.

Mode of Tendering:

11.1 Global Tender Enquiry (GTE)

GTE is similar to OTE but, through appropriate advertising and provision for payment in Foreign Currencies through Letter of Credit, it is aimed at inviting the participation of inter-alia foreign firms. The point of balance between VfM and cost/ complexity of procedure is further aggravated as compared to OTE. Development of local industry also needs to be kept in mind. Hence, it may be viable only in following situations:

a. Where required Technology/ specifications/ quality are not available within the country and alternatives available in the country are not suitable for the purpose;

b. Very high value contracts or where absence of a sufficient number of competent domestic bidders likely to comply with the required technical specifications, and in case of suspected cartel formation among indigenous bidders where participation of international bidders would enhance value for money. At Present DoE has set a limit that no Global Tender Enquiry (GTE) shall be invited up to Rs. 200 crores except in exceptional cases where it can be done with prior approval.

11.2 Open Tender Enquiry (OTE)

This is the normal procedure of tendering where tenders are invited from the parties under a given set of terms & conditions, eligibility requirement covering their past experiences, present status, credibility and other conditions which may be included in the NIT for a particular tender depending upon the requirement of work/service. The minimum time for submission of tender and extent of publicity to be given are elaborated in the relevant clauses.

It is mandatory to publish their tender enquiries, corrigenda thereon and details of bid awards on the 'GeM Portal'. Respective Company shall also publish all its tenders on its web site.

Note: Further a limited or open tender which results in only one effective offer shall be treated as a Single Bid or resultant Single Bid and to be dealt as per prevalent DoP.

11.3 Limited Tender Enquiry (LTE)

In case the service is of a specialized nature/ urgent nature with strict time frame and stringent quality requirements, limited tenders amongst registered/ working contractors or known agencies of repute may be invited with the competent approval, depending upon the value of service as per delegation of power (Administrative approval for invitation of Limited Tender Enquiry (LTE) by Concerned Director in case of TAA is upto the Level of Director and in other cases with the approval of CMD of Respective Company). This mode provides a short and simple procedure, but may not provide as good a Value for Money as in case of open tendering.

Copies of the bidding documents should be sent free of cost directly by speed post/ courier/ e-mail/through e-procurement portal to firms which are enlisted bidders/ contractors.

Procuring Entity should also mandatorily publish its limited tender enquiries on Central Public Procurement Portal (CPPP)/GeM Portal, as applicable. The organisations should publish the tender enquiries on the website of CIL/Subsidiaries.

The minimum number of Prospective bidders to whom LTE should be sent is more than three. In case three or less Prospective bidders are available, LTE may be sent to the available bidders/ contractors with approval of the Competent Authority, duly recording the reasons.

However, under the following exceptional circumstances, these may be considered for acceptance at the next higher level of competency, i.e., one level above the TAA limited to CFDs of Respective Company:

- Inadequate Competition
- Non-availability of suitable quotations

- Urgent demand and capacity/ capability of the firm offering the unsolicited being known, etc.

Note: Further a limited or open tender which results in only one effective offer shall be treated as a Single Bid or resultant Single Bid and to be dealt as per prevalent DoP.

Limited tenders can be called in the following cases with prior approval of the competent authority as indicated above:

- The service is required to be executed with great speed.
- Not all contractors are able to take up such service and ensure speedy completion.
- The service is of special nature requiring specialized equipment, which is not likely to be available with all contractors.
- Specialized service and all contractors are not in a position to take up such service like Interior Furnishing (Hard & soft), afforestation, Landscape, Lawn, Garden, Catering and House- keeping.
- Maintenance of very important buildings.
- Services directly affecting production in the mines or involving safety of workmen.
- Inauguration, foundation stone-laying and special occasions.
- Other exigencies of the work so demand.

Such list of contractors be finalized on the basis of decided criteria which shall be brought to the notice of approving authority. Efforts should be made to have more number of quality participants.

In case registration system is in vogue, it be ensured that all registered contractors, of appropriate category, is informed. Information through website publication should be resorted to.

The Limited Tender Enquiry may be uploaded on the CPPP Portal and Procuring Entity’s website with a note saying:

“This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity’s registered suppliers/ service providers. Unsolicited offers are liable to be ignored.

11.4 Single Tender Enquiry (STE) or Selection by Nomination

1. The selection by direct negotiation/ nomination is called a single tender. This mode may be shortest but since it may provide lesser Value for Money as compared to LTE/ OTE and may also strain the transparency principle, it should be resorted to only under following conditions:

   a) There is an urgent need for the service and engaging in competitive tendering process would, therefore, be impractical, provided that the circumstances giving rise to the urgency were neither foreseeable by procuring entity nor the result of dilatory conduct on its part.

   b) Services that represent a natural continuation of previous service carried out by the firm when considering the limited size of the additional service in relation to the original procurement and the reasonableness of the price it will be cost effective to resort to single source procurement. However, the incremental work should not be more than 25 (twenty-five) percent of the original contract value excluding GST;

   c) In case of an emergency situation, situations arising after natural disasters, situations where timely completion of the service is of utmost importance subject to the reason for such decision being recorded and approval of the competent authority obtained.

   d) Situations where execution of the service may involve use of proprietary techniques or only one contractor has requisite expertise.

   e) Under some special circumstances, it may become necessary to select a particular Agency where adequate justification is available for such single-source selection in the context of the overall interest of the CIL/Subsidiary.

2. The Procuring Entity shall ensure fairness and equity and shall have a procedure in place to ensure that:

   a) the prices are reasonable and consistent with market rates for tasks of a similar nature
   and

   b) the required NC services are not split into smaller sized procurement.

3. All works/purchase/consultancy/Non-consultancy contracts awarded on a nomination basis should be brought to the notice of the following authorities for information-

   a) The Board of directors;

   b) The Chief Executive of the organisation where such a managing body is not in existence.

i) The report relating to such awards on a nomination basis shall be submitted every quarter.

ii) The audit committee in the organisation may be required to check at least 10% of such cases.

11.5 Award of service through Quotation notice except Emergency Services.

For smaller services of estimated value below Rs. 2 lakhs, quotation notice may be floated. This will be similar to open tender notice. The interested parties shall be asked to download Quotation document (comprising of NIQ and BOQ) from CPP portal or from the Respective Company website. The period of circulation of such notice can vary from 5 to 10 days depending upon the value and urgency of service. Under emergency circumstances the circulation time may be further compressed, however, reasons for such compression may be recorded while taking final approval. Publicity by way of circulating notices as per extent provision may be resorted to in such cases. Such quotations shall be invited in Single stage single envelope/ cover system. However, the bidders must submit Earnest Money along with valid PAN, Document to support GST status of bidder and Valid Trade License, if required. The Notice Inviting Quotation (NIQ) shall be specially drafted incorporating measures of penalty in case of failure on the part of the Bidder to complete the service.

Alternatively, Quotation Notice may also be dealt as per Single cover System/Single stage single envelope/ cover system as provided in procurement guidelines for Services without technical clarification.

Service Orders for services finalized through quotation notice shall also incorporate salient provisions of General Conditions of Contract in addition to BOQ and Scope of Work to bind the contractor in respect of quantity of service and time in which the work is to be completed.

A. Publicity: For services for which quotation notices are invited, it will be sufficient if the quotation notice is displayed in the Notice Board in the following manner: -

i) **For Head Quarter Services** – At Notice Boards of Head Quarter as well as at the Unit Office of Head Quarter, if any.

ii) **For Area Services** – At Notice Boards of Area Office as well as at the Notice Boards of all the Units under the Area.

iii) **For Services at Unit** – At Notice Boards of the concerned Unit, other Units of the concerned Area and Notice Boards of concerned Area Office.

The above may be modified based on standard decision of the respective company. In addition, the complete bid document along with NIT shall be published on the website of the company portal / Govt. Portals (i.e. CPP Portal).

The minimum time limits between the start date of download and the date of submission of tenders for offline tenders/quotations, it may be kept as minimum 5 days, i.e., 5*24 hrs.

B. Quotation Notice ('Item rate / Percentage rate/item wise' with BOQ)

C. In Quotation Notice bid shall be submitted in the following manner: - In offline tenders, receipt and custody of bids shall be done in a transparent manner to maintain the credibility of the process. The following guidelines should be adhered to for receipt and custody of bids:

i. The technical and financial proposals shall be submitted at the same time. To safeguard the integrity of the process, the technical and financial proposals shall be submitted in separate sealed envelopes, kept in an outer sealed envelope.

ii. The procuring entity shall maintain tender boxes for receiving the bids at suitable locations, which would facilitate security and easy access for bidders. If required, Tender boxes should be separate for each tender and should be sealed by the Bid Opening Committee (BOC) (i.e., 2 members of Tender Committee). The tender box shall have two locks. The key of lock will be with the BOC;

iii. Bids received by courier shall be deposited in the tender box by the Dispatch Section till the date and time of bid opening. Bids sent by telex, cable or facsimile are to be ignored and rejected.; and

iv. For bulky/ oversized bids which cannot be dropped into tender boxes, the officials authorised to receive such bids shall maintain proper records and provide a signed receipt with date and time to the bearer of the bid. He will also sign on the cover, duly indicating the date and time of receipt of the tender(s). Names and designations of at least two such authorised officers should be mentioned in the tender documents.

v. The envelope/ covers shall be sealed and submitted by the bidder. The envelope/ cover shall indicate the name of the service, name of the bidder along with the address, reference Tender Notice No., Contact Number and Email ID.

D. Envelope/ cover shall contain the following duly stamped and signed –

a. The earnest money (Submission of EMD is exempted for an ECV upto Rs. 2 lakhs),

b. PAN details

c. Document to support GST status of bidder

d. Valid Trade License, if required

e. Legal Status of Bidder.

f. Power of Attorney, as applicable

g. Bid document duly signed

h. BOQ duly filled in.

E. **Opening of Bid:** The receipt and custody of bids shall be done in a transparent manner to maintain the credibility of the process. The following guidelines should be adhered to for receipt and custody of bids:

a) The authorised representatives of bidders, who intend to attend the tender opening are to bring with them letters of authority from the corresponding bidder. All bid-opening activities should be carried out demonstrably before such a gathering.

b) At a prescheduled date and time, the BOC should get the tender box opened after ensuring and demonstrating that the seal on the box has not been tampered with. All bids should be collected from the tender box. Bids for tenders not opening on that day should be put back into the box, and the box resealed. Sometimes, there would be tenders dropped wrongly into this tender box. Such wrongly dropped tenders with appropriate endorsement should be put into the appropriate box or sent to the Tender Committee (TC) concerned if the date of opening is over. The bids for different tenders opening on the day (including oversized bids, which were submitted to designated officers) should be sorted, and a count for each tender should be announced and recorded, particularly noting any modifying/altering/withdrawal of bids. BOC should ensure and demonstrate that bid envelopes are duly sealed and untampered. Late bids should be separately counted but kept aside and not opened. In the case of an advertised tender enquiry or limited tender enquiry, late bids (that is, bids received after the specified date and time for receipt of bids) should not be considered;

c) The technical bids as well as the financial bid will be opened on the pre-announced/reschedule date, as applicable.

d) After opening, every tender shall be numbered serially (say 3/14 – if it is the third bid out of 14 total), initialled, and dated on the first page by the BOC. Each page of the price schedule or letter attached to it shall also be similarly initialled, particularly the prices, delivery period, and so on, which shall also be circled and initialled along with the date. Any other page containing significant information should also be dealt with similarly. Blank tenders, if any, should be marked accordingly by the BOC. The original (and duplicate, if any) copies in a tender set are to be marked accordingly by the BOC;

e) Erasure/cutting/overwriting/use of whitener/columns left unfilled in tenders, if any, shall be initialled along with the date and time and numbered by the officials opening the tenders and total number of such noticed alterations (or the absence of any alteration) should be explicitly marked on the first page of the bid. Wherever quantity/amount is written only in figures, the BOC should write them in words. All rebates/discounts should be similarly circled, numbered, and signed. In the absence of any alteration/overwriting/whitener/ blanks, the remark "no corrections noted" should be written. Similarly, the absence of discounts should be marked with "no discounts noted;"

f) The BOC is to announce the salient features of the tenders such as description and specification of the services, terms of delivery, delivery period, if any, whether EMD furnished or not, and any other distinctive feature of the tender for the information of the representatives attending the tender opening. No clarifications by bidders should be entertained or allowed to be recorded during the bid opening. BOC has no authority to reject any tender at the tender opening stage;

g) Proper sealing and codification need to be done on reference samples as well for samples which accompany the bid. These should be kept for reference under lock and key. Details should be recorded in the sample register maintained in the opening section.

h) Financial instruments should be noted in the bid opening report/register and handed over to the Finance Section for safe custody and monitoring; and

i) A bid opening report containing the names of the bidders (serial number wise), salient features of the tenders, as read out during the public opening of tenders, will be prepared by the tender opening officers, and duly signed by them along with the date and time. The tenders that have been opened, list of the representatives attending the tender opening, and bid opening report are to be handed over to the nominated purchase officer and an acknowledgement obtained for him. The name of the bidder proposed prices shall be read aloud and recorded. No modification to financial proposals is permitted. The Procuring Entity shall prepare the minutes of the public opening.

F. **Evaluation of Quotation:** The evaluation of quotations received shall be done in line with evaluation done in Single cover system without Technical Clarification/shortfall document. The evaluation will be done based on the documents submitted by the bidder along with his bid and no clarification shall be sought from bidders.

[Note:

1. *In case of exceptional circumstances (Special events or official / VIPs/ Dignitaries Visit etc.), a special committee shall be constituted for collection of quotation without EMD & Performance security from known*

sources with the approval of Area GM (in case of service within Area) /HoD, HQ (in case of HQ service) for an ECV upto Rs. 5 Lakh and for ECV beyond Rs. 5 Lakh but upto Rs. 10 Lakh, with the approval of Concerned Director of CIL / Subsidiary.

2. *While processing the proposal, concerned department must specify the reason for collection of quotation through special committee.*

3. *Award of work/service is to be approved by Area GM/ HoD HQ (in case of HQ service).*

4. *The service is to be awarded within 3 working days from the date of approval of estimate.]*

12. Types of Contracts:

1. There are various alternative basis for linking payments to the performance of a quantum of services (called types of contracts) – each having different risks and mitigation measures. Bids are called and financial evaluation is based on the type of contract. The choice of the type of contract should be based on Value-for-Money (VfM) with due regard to the nature of the requirement. BOQ of the financial bid is designed specifically for each type of contract. Adoption of an inappropriate type of contract could lead to a situation of lack of competition, contractual disputes, and non-performance/ failure of the contract.

2. Each type of contract is described briefly in subsequent paras, and criteria are suggested for their adoption, along with risks and mitigation measures. Normally used types of contracts for Non-consultancy Services are:

    a) Lump sum (Firm Fixed Price) contract;

    b) Time based contracts;

    c) Percentage (Success Fee) contract;

    d) Indefinite delivery contract.

12.1. Lump Sum (Firm Fixed Price) Contract:

1. The lump sum (firm fixed price) contract is the simpler type of contract and wherever feasible; the Procuring Entity shall use this form of contract. In this type of contract service providers are required to quote a lump sum fixed price figure for completing the services in accordance with the given activity and services schedule. Service Provider’s proposal is deemed to include all prices - no arithmetical correction or price adjustments are allowed during evaluation. This Type of Contract is based on output admeasurement. Schedule of Requirement shall indicate the scope and quantum of Services required.

2. Lump sum service contracts are easy to administer because there is fixed price for a fixed scope and payments are linked to clearly specified outputs/ Services

delivered. Bidders quote lump sum price for the required quantum of services. They may also be asked to quote unit rate for the service, to be used in case of variation etc.

3. Schedule of Requirement shall indicate the quantum of the Services, its performance standards, and the timeline/ milestones of its delivery. Contract may specify parts of payments to be released at specified timelines/ milestones.

4. In view of Risks mentioned below this type of contracts not many services are amenable to lump-sum type of contracts. Depending on the situation, such contracts may be used for transport services, logistics, clearing and forwarding, courier services, drilling, aerial photography, satellite imagery, mapping, and similar operations, and so forth.

12.2. Time-Based (Unit-rate) Contract

1. In Time-based (unit-rate) contracts, payments are based on agreed unit prices. This Type of Contract can be based either on input (more often) or output admeasurement. Payments are usually released every month for the quantum of inputs/ output actually performed.

2. In input admeasurement Time- based contracts, the Schedule of Requirement shall indicate the quantum, performance standards, frequency and duration of the Services/ Activities and also key inputs estimated to be required per month (Personnel, Equipment, Materials and Miscellaneous) for performing the Services/ Activities to the stipulated performance standards and quality. It shall also indicate the contract Period (one year unless otherwise stipulated) of the service required. The Bidders shall quote the unit rates of inputs and the quantum of inputs per month he considers necessary to perform the Services/ Activities to the required performance standards and quality. He shall also quote service charges and taxes over and above the cost of inputs. Financial evaluation shall be based on the total cost of all inputs (plus service charges and taxes) over the Contract Period.

3. In output admeasurement Time-based contracts, the Schedule of Requirement shall indicate the quantum of the Services, its performance standards, and the timeline/ milestones of its delivery. It shall also indicate the contract Period (one year unless otherwise stipulated) of the service required. Bidders shall quote per unit rate of the outputs of services, timelines/ milestones, and taxes.

4. In both variations (input or output admeasurement) of Time-based – Unit-rate contracts, the procuring entity may possess a realistic and validated database of rates for standard services or activities, supported by their own internal costing. In such cases, it may be advantageous to specify a ‘Schedule of Rates’ (SoR) along with an estimated volume for each service or activity in the Services and Activity Schedule. In the Bill of Quantities (BOQ), the entity can then request bidders to quote a single lump-sum percentage above or below the specified ‘Schedule of Rates’, on the lines of percentage based SoR contracts in Works. This approach simplifies financial evaluation, particularly when the number of

services or activities is large. However, it is crucial to ensure that the Schedule of Rates is regularly updated to reflect current market conditions.

5. Both time-based contracts and indefinite delivery contracts are used when Lump sum contract is not feasible due to difficulties in specifying the scope/ length of services or the quantum of individual activities either because the inputs required for attaining the objectives of the requirement is difficult to assess or because the services are tied up to contracts/ activities by others for which the completion period may vary. As differentiated from the Indefinite Delivery type of contracts (discussed below), Time-based contracts are suitable for non-consultancy services that are continuously needed, while Indefinite Delivery type of contracts is suitable for services which are infrequently needed but service provider is needed to be always on beck and call.

6. Because of the risks and mitigations mentioned below, this type of contract is especially suitable for outsourcing of services, e.g. upkeep and maintenance of office/ buildings/ estates (other than Civil & Electrical Works, etc.), Security Services, Horticultural Services, Janitor/ Cooking/ Catering/ Management/ housekeeping Services for Hostels and Guest Houses, errand/ Messenger Services, transport/ logistics/ clearing and forwarding, courier services, etc.

12.3. Percentage (Success/ contingency Fee) Contract

1. Percentage (Success/ Contingency Fee) contracts directly relate the fees/ service charge paid to the service provider to the estimated or actual value of assets/ transactions to be handled – e.g., project cost or the cost of the goods procured or inspected. This Type of Contract is based on output admeasurement (value of assets/ transactions handled). Since the payment is made after the successful realisation of objectives, it is also called success (or contingency) fee contract. The payment is made based on the value of assets/ transactions handled during the period.

2. Schedule of Requirement shall indicate the estimated value of assets/ transactions to be handled as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. However, there shall be no firm commitment to avail the entire value of transactions within the contract period. The final selection is made among the technically qualified service providers who have quoted the lowest percentage (as service charge) while the notional value of assets/ transactions to be handled is fixed.

3. Due to Risks and mitigations discussed below, these contracts are commonly used for appropriate architectural/ engineering services; procurement and inspection agents.

12.4. Indefinite Delivery Contract – Output or Input Admeasurement

1. These contracts are used when the Procuring Entity need to have “on call” specialised services, the extent and timing of which cannot be defined in advance. This is akin to the system of 'Rate Contracts' or framework contracts in the procurement of Goods. The Procuring Entity and the firm agree on the unit rates

to be paid. This Type of Contract can be based either on input (more often) or output admeasurement. Payments are made periodically on the basis of the quantum of service or inputs actually utilised during the period.

2. Schedule of Requirement shall indicate only a tentative estimate of the volume of required outputs/ inputs as well as the contract Period (one year, unless otherwise stipulated) over which such volume is likely to be availed. The Services shall be availed on-call as and when needed by the procuring entity without any commitment regarding the volume of services. The service provider shall be selected based on the total price (unit rate multiplied by indicative volume) of such Services/ Inputs (including service charges and taxes) over the period of contract.

3. In case of output admeasurement contracts, if expressly stipulated in the Tender Document, quantum of Input deployments (Personnel, equipment etc.) shall also be called for but shall be used only to monitor performance standards. Similarly in case of input admeasurement contracts, quantum of services to be delivered per quantum of inputs deployed per day/ month may also be called for to evaluate the quality and productivity of deployed inputs.

4. Due to risks and mitigations discussed below, Indefinite Delivery contracts are commonly used to retain “advisers” or avail services 'on-call' - for example; expert adjudicators for dispute resolution panels, procurement advice, technical troubleshooting, Document Management, Taxi Services, Temporary Manpower Deployment and so forth – normally over a period of a year or more.

13. Recovery of Public Money from Service Provider’s Bill

Sometimes, requests are received from a different Authority/subsidiary for withholding some payment of a service provider out of the payment or refundable Securities due to it against a contract. Such requests are to be examined by the Procuring Entity (which has received the request) on the merits of the case for further action. It will, however, be the responsibility of the such organization/ subsidiary asking for withholding of payment to defend the Procuring Entity against any legal procedure arising out of such withholding as also for payment of any interest thereof.

SECTION 04 – E-PROCUREMENT GUIDELINES FOR GEM PORTAL

1. REGISTRATION/ENROLLMENT OF BIDDER ON GeM PORTAL:

In order to submit the Bid, the Bidders have to get themselves registered online on GeM Portal (https://gem.gov.in). The registration should be in the name of bidder for Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act or any other legal entity. Whereas for participation of Joint Venture through GeM portal, the registration of bidder shall be done in the name of the Lead Member and the submitted documents in the bid against eligibility shall be as per eligibility criteria laid down in the Bid Document. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

Note: *Please refer the registration process as provided on GeM Portal.*

2. THE DUTIES AND RESPONSIBILITIES:

The following Roles have been identified for the departmental users, which are to be executed with valid credential on GeM Portal:

Creator/ Publisher/ Opener/ Evaluator of Tender on GeM Portal: The role of Creator/ Publisher/ Opener/ Evaluator will be assigned to the HoD of the concerned Tender Inviting Department or any executive authorized by the HoD of the Concerned Tender Inviting Department

3. SPECIAL SITUATIONS:

a. **User on Leave/Tour:** If an executive is on Leave/Tour, he/she can transfer the Bid using the GeM functionality as per direction of Tender Inviting Authority (TIA) or may perform his/her duty for decryption and opening of bid from the place of stay during such period of his/her leave/tour.

b. **Transfer of User:** If an executive is transferred to a new place, he/she can transfer the Bid using the GeM functionality as per direction of Tender Inviting Authority (TIA).

c. **Superannuation of User:** If an executive is superannuated, he/she can transfer the Bid using the GeM functionality as per direction of Tender Inviting Authority (TIA).

d. **Change of Role:** For any change of role of departmental user, a written request by the HOD of the concerned department shall be sent to Primary buyer for re-allocation of secondary buyer ID.

4. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

a. Bidder may modify / withdraw their bid before bid submission end date & time as per GeM Portal functionality, where any Bidder can withdraw his/her bid which will attract no penal action from department side.

b. Withdrawal of Bid after bid submission end date & time may be done online, if GeM Portal has a feature. Otherwise, it shall be done as mentioned in clause below.

B. **Offline Withdrawal of Bids:**

a. A member/partner of Bidder (in case of JV and partnership firm) who is Primary/Secondary Seller is registered on the GeM can access the portal for online withdrawal but when there is a split in the business relationship, the members/partners who is not authorized for registration on the portal or do not have the option for online withdrawal of bid, hence such members/partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the Bidder organization).

b. After Bid Submission end date, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

A. Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post/e-mail (if available) to the Bidder on the address as given by him in the Bid Submission Confirmation (BSC) Sheet, allowing 10 days' time to confirm the withdrawal. If the Bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other member/partner then also the confirmation has to be sought from the Bidder and if Bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the Bidder shall be required to furnish a legally acceptable document signed by all the members/partners of the firm to substantiate his claim.

b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating Bidder such as participating or supporting a cartel formation etc.

c. If the mala fide intentions in the withdrawal are apprehended, then the tender should be cancelled apart from other penal action as per Procurement Manual for services of CIL and other guidelines/manuals of CIL.

d. If no mala fide intentions in the withdrawal are apprehended, then the penal action in line with the provisions of the Procurement Manual for services of CIL will be applicable.

e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

f. The SOP shall be a part of Procurement Manual for Services and the Bid documents shall be framed in line with the SOP.

5. CREATION OF TENDER

5.1. Tender for the approved and financially concurred estimates will be Created and published on the GeM portal by authorized executives (Secondary Buyer) of CIL/Subsidiary. The authorized executive for this purpose will normally be the HoD of the concerned Tender Inviting Department or any executive authorized by the HoD of the Concerned Tender Inviting Department.

5.2. **GTE Templates**: The tender specific GTE in Bid Submission Confirmation Sheet to be created by the user Department in consultation with tendering department.

5.3. **Bid Openers**: As per GeM Portal Functionality.

5.4. **Pre bid Meeting/Interaction**: Pre-bid meeting/Interaction, after publication of Tender may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before the Bid Submission end date/re-scheduled bid submission end date, which can be viewed by all interested Bidders.

a. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.

b. The date and time for such a meeting should normally be after 7 to 21 (seven to twenty-one) days of issue of the Tender Document and should be specified therein. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the tender Document (3 days before the date of the conference, if not specified). The pre-bid conference may also be held online at the discretion of the Procuring Entity.

c. *Timelines for response to the pre-bid conference, e.g. Replies to Questions, issue of minutes of the pre-bid conference, Corrigenda, etc, should be mandatorily mentioned in the tender document and complied with.*

d. *Delegates participating in the Pre-bid conference must provide a photo identity and an authorisation letter as per the specified format from their Company/ principals; else, they shall not be allowed to participate.*

e. *After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the conference. Where some significant changes are made in the terms/scope of the Tender Document as a result of the pre-bid meeting or otherwise considered necessary by the Procuring Entity, a formal corrigendum may be issued to all bidders, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.*

[*Note for Procuring Entity (Not to be part of Bid Document): -*

*Any significant change in condition necessitated from Pre-Bid meeting shall require approval of Concerned Director in case of TAA is upto the Level of Director and in other cases with the approval of CMD of respective company, Tender schedule shall be shifted/postponed **to a date ensuring that there is a minimum 7*24 hrs time provided to bidder from the changed condition is uploaded in the Portal to schedule/re-schedule Bid Submission end date**.***]**

For procurement of highly technological and complex works/services, tender submission dates may be extended by CIL/Subsidiaries in order to reply queries in the pre-bid meetings or any other justifiable reason.

5.5. **Independent External Monitor (IEM)**: In each tender having estimated value above a threshold limit, an Independent External Monitor (IEM) is to be nominated as per Integrity Pact. All nominated IEM's name and address is to be given in the Bid Document and the Integrity Pact will be a part of the Bid document. (***The threshold limit for integrity pact will be decided as per the existing policy of the Company***).

5.6. **Start date & End date of Bid submission**: The bid submission will start from the same day of e-publication of Bid Document on GeM Portal. For online submission of bid the Bidders should get minimum 15 (fifteen) day's time (15x24 hours) for the tenders having ECV of Rs. 75 lakhs & above and minimum 10 day's time (10x24 hours) for the tenders having ECV of less than Rs. 75 Lakhs. For the Global tenders this period will be minimum 30 days (30x24 hours). For the Single/Limited Tender Enquiries this period will be minimum of 7 days (7 X 24 Hours).

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 extended automatically (one-time) at the time of bid opening as per GeM functionality for a period of four days (24*4 hrs).

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of opening of Tender.

If any of the above extended Dates falls on Sunday/Holiday i.e., a non-working day 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 tender should be decided based on the final end date of submission of bids.
2. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.
3. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.

5.7. **Bid Validity Period**: Bid Validity Period for "Works and Services" tenders will be 120 days from the End Date of bid submission for Open Tender Enquiry and 180 days for Global Tender Enquiry. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority (TIA) may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and / or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. The bidders, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders. If a not-extended bid happens to be the L1 bidder, the tender must be cancelled.

[***Note for clarity:*** In case such a refusal by bidder(s) to extend validity (hereinafter called not-extended bids) or withdrawal of offer within validity (hereinafter referred as withdrawn bids), happens:

a) Before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the not-extended and withdrawn bids) shall be completed. If a not-extended or withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.

b) after the techno-commercial evaluation but before the completion of the financial bid evaluation, then the financial bid evaluation (including not-extended and withdrawn bids) shall be completed.

   i) If a not-extended or withdrawn bid happens to be the L-1 bidder (lowest acceptable bidder, who is techno-commercially qualified for the service/work and would have been awarded a contract, but for his refusal to extend validity or withdrawal of bid within validity), the tender must be re-tendered.

   ii) However, such L-1 price of the not-extended or withdrawn bids shall not be taken as precedence for determining price estimates or reasonableness.

   iii) In certain cases, there may be multiple L-1 bidders. In such cases, where a refusal by bidder(s) to extend validity or withdrawn bid also happens to be L-1, re-tendering may not be necessary. The procuring entity may continue with tender finalization, proceeding with the remaining L-1 bids

[Note for Procuring Entity (*Not to be part of Bid Document*): *Reasons for seeking extension of bid validity should be recorded by the Tender Inviting Authority.*]

5.8. **Seek Clarification/ Bidder representation:** The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Procuring Entity/Department will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Procuring Entity/Department as per GeM functionality.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

[*Note (Not to be part of tender document)]: -*The queries of Bidders clarified on GeM Portal shall be referred in the TCR.*].

5.9. **Format of Letter of Bid:** There will be standard format of "Letter of Bid" in which the Name of work & Ref No. will be entered by Tender Creator and the same will be uploaded during online creation of tender.

5.10. **Format of Price bid:** The Price bid containing the Bill of Quantity will be Percentage Rate or Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. The rate to be quoted will be inclusive of all other Taxes and duties as applicable on the last date of submission of Bid and shall be include / exclude GST based on the Applicability of ITC.

[***Note:*** *Review or modify by TIA in consultation with concerned finance department based on the applicability of ITC, RCM for which item-wise breakup is required:*

In the case of item rate tenders, the bidder/ seller must upload the break-up of each item rate in the specified folder and sum of all the item amounts matches the overall amount quoted on the GeM Portal.

In case of any discrepancy, the total amount quoted on the GeM Portal shall be considered final for bid evaluation. Accordingly, the procuring entity will revise the item rates rounded off to two decimal places based on amount quoted, but their sum should not be greater than the total amount quoted on the GeM Portal, which shall be binding on the bidder.

If the bidder fails to upload the item-wise rate break-up in the specified folder, the total amount quoted on the GeM Portal will be considered final for bid evaluation. The procuring entity will then derive the item rates in proportion to the estimated rates provided in the tender, rounding them off to two decimal places. The sum of these derived amounts shall not be greater than the total amount quoted on the GeM Portal, and this shall be binding on the bidder.]

[***Note:***

1. *L-1 will be decided on overall quoted value, i.e., Cost to Company.*

2. *H-1 (Highest Scorer) will be decided based on the sum of weightage of Technical and Financial score ratio.*]

5.11. **Downloading of Bid Document**:

The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

The bid document as available online on the e-procurement of GeM shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

5.12. **GeM Bid Number**: After creation of tender a unique GeM Bid Number is automatically generated by the system. This GeM Bid Number will be referred in all future correspondence or Reports of the tender.

6. PUBLICATION OF TENDER

6.1 Tender for the approved and financially concurred estimates will be published on the GeM portal by authorized executives (Secondary Buyer) of respective Company. The authorized executive for this purpose will normally be the HoD of the concerned Tender Inviting Department or any executive authorized by the HoD of the Concerned Tender Inviting Department.

6.2 Publication of individual tenders in newspaper and other print media is dispensed with and one common window advertisement by CIL(HQ) and/or Subsidiary HQs may be published in national dailies, regional and local newspapers, once in a month, indicating that all the tenders issued by CIL and its Subsidiaries for procurement of Services are available on the GeM portal.

Publication of the following Common Window Advertisement in National dailies, regional and local newspapers once in a month basis may be arranged and also arrange for scrolling of the same on the respective Subsidiary/CIL website along with GeM Bid Document Number.

"*All the tenders issued by CIL and its Subsidiaries for procurement of Goods, Works and Services are available on website of Coal India Ltd.* ***www.coalindia.in***~~,~~*/ respective subsidiary Company, CIL e-Procurement portal* ***https://coalindiatenders.nic.in*** *and Central Public Procurement Portal* ***https://eprocure.gov.in****. Procurement for goods and services (if available on GeM Portal) are done through GeM portal only* **https://gem.gov.in"**

7. CORRIGENDUM TO NIT

Corrigendum should be issued only in exceptional cases with the approval of competent authority. Pre-ponement of date for any event is not permitted.

[***Note for Procuring Entity (Not to be part of Bid Document):***

Issue of Corrigendum shall be guided by circular of CVO CIL vide reference CIL/VIG/2015/33011/01/526 Dated 11.06.2015 (available at CIL website under circulars). However, if any significant change in condition is necessitated from either Pre-Bid meeting or any other reasons, it shall require approval of Concerned Director in case of TAA is upto the Level of Director and in other cases with the approval of CMD of respective Company and subsequently, Tender schedule shall be shifted/postponed ***to a date ensuring that there is a minimum 7*24 hrs time provided to bidder from the changed condition is uploaded in the Portal to schedule/re-schedule Bid Submission end date.***

If date of submission of tender is to be extended in any case, then the last date of submission of the tender should be suitably extended with reasonable extension of time and to be notified well in advance to allow the intending tenderers adequate/reasonable time period for submission of their tender offers within the notified extended time period.

The maximum extension of period shall be limited as follows:

With the approval of	***Maximum Extension w.e.f. original end date of bid submission***
Tender Inviting Authority	*Up to 15 days*
Concerned Director	*From 16 days to 30 days*
Concerned CMD	*For more than 30 days*

However, in exceptional situations in case of any disruption of service in GeM portal infrastructure for a considerable period, an extension of end date of Bid submission may be done after normal resumption of services. Bid opening date will correspondingly be extended as per GeM functionality. This extension shall be effected by the Portal Service Provider for all the tenders which are affected or likely to be affected due to such disruption of services/infrastructure as per GeM Policy.

The Corrigendum Notice will be published in GeM portal only and Bid Document shall include provisions in this respect.]

8. SIGNING AND SUBMISSION OF BID:

8.1 In order to submit the Bid, the Bidders have to get themselves registered online on GeM Portal (https://gem.gov.in). The registration should be in the name of bidder for Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act or any other legal entity. Whereas for participation of Joint Venture through GeM portal, the registration of bidder shall be done in the name of the Lead Member and the submitted documents in the bid against eligibility shall be as per eligibility criteria laid down in the Bid Document. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

8.2 The Bidder will submit their bid online. No off-line bid shall be accepted.

8.3 The Bidders will have to accept unconditionally the Buyer added Instruction to Bidder, Buyer added Conditions of Contract, GeM GTC & GeM SLA/STC of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC Sheet and online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

8.4 The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him online in support of his eligibility criteria, undertaking, annexures and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission through BSC Sheet.

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

8.5 The Bidder will have to make the payment of EMD / Bid Security through online mode only.

The bidder must submit the EMD/Bid Security in Company's designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only. In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the last date of bid submission up to 24:00 hrs due to any reason then the bid will not be accepted. However, the EMD/Bid Security will be refunded back to the Bidder.

In case of exemption of EMD / Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per Bid Document or relevant clause of GeM GTC.

8.6 The EMD for Mining tenders and Tenders for Turnkey Contracts will be as per Contract Management Manual, EMD for works tenders will be as per Manual of Civil Engineering Works of CIL and EMD for Non-Consultancy Services as well as Consultancy Services will be as per Manual for Non-Consultancy Services of CIL.

8.7 The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the Bid Document.

8.8 The information provided by the Bidder through BSC Sheet, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC Sheet) for evaluation of technical bid.

8.9 For online submission of tender the Bidders will have to upload the following:

1. **For One/Single Part (Single Stage Single Envelop) System** – All the confirmatory documents as prescribed in the Bid Document in Cover-I and Price bid in Cover-I/ Cover-II as specified (Both are to be decrypted simultaneously).

2. **For Two Part (Single Stage Two Envelop) System-** All the confirmatory documents as prescribed in the Bid Document in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

3. **For One/Single Part System and/or Two-Part System:**

   i) **Confirmatory Documents/Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document in support of online information / information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.

   ii) **Price bid:** The Price bid containing the Bill of Quantity will be Percentage Rate or Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. The rate to be quoted will be inclusive of all other Taxes and duties as applicable on the last date of submission of Bid and shall be include / exclude GST based on the Applicability of ITC.

*[**Note:** The TIA will frame the above-mentioned clause in consultation with concern finance based on the applicability of Input Tax Credit (ITC), Reverse Charge Mechanism (RCM) and BOCW Cess etc.]*

[***Note:***

1. *L-1 will be decided on overall quoted value, i.e., Cost to Company.*

2. *H-1 (Highest Scorer) will be decided based on the sum of weightage of Technical and Financial score ratio.*

3. ***System for decision of cost to company:***

   Case – 1: Works/Services for which INPUT TAX CREDIT (ITC) is not available to the Company.

   *For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by CIL/ Subsidiary taken by the system will be added, as applicable will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be "the Cost to Company".*

   Case – 2: Works for which INPUT TAX CREDIT (ITC) is available to the Company.

   *For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by CIL/ Subsidiary taken by the system will be ignored as applicable to decided based on rates quoted by the bidders excluding GST. This value of the bidder will be "the cost to Company".*

   Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value.]

[***Note:** Review or modify by TIA in consultation with concerned finance department based on the applicability of ITC, RCM for which item-wise breakup is required**:***

In the case of item rate tenders, the bidder/ seller must upload the break-up of each item rate in the specified folder and sum of all the item amounts matches the overall amount quoted on the GeM Portal.

In case of any discrepancy, the total amount quoted on the GeM Portal shall be considered final for bid evaluation. Accordingly, the procuring entity will revise the item rates rounded off to two decimal places based on amount quoted, but their sum should not be greater than the total amount quoted on the GeM Portal, which shall be binding on the bidder.

If the bidder fails to upload the item-wise rate break-up in the specified folder, the total amount quoted on the GeM Portal will be considered final for bid evaluation. The procuring entity will then derive the item rates in proportion to the estimated rates provided in the tender, rounding them off to two decimal places. The sum of these derived amounts shall not be greater than the total amount quoted on the GeM Portal, and this shall be binding on the bidder.]

iii) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD at specified folder.

DEADLINE FOR SUBMISSION OF BIDS

8.10.1 Bids shall be submitted online on the GeM Portal only.

8.10.2 The Tender Inviting Authority may extend the deadline for submission of Bids by issuing a Corrigendum, in which case, all rights and obligations of the Procuring Entity and the Bidders previously subject to the original deadline will then be subject to the new deadline.

8.11 **Modification and withdrawal of Bid**:

Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). 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 LOA with the following provision of penal action:

I. For One Part (Single Stage Single Envelop) System-

The penal actions are-

1. the EMD will be forfeited and

2. the Bidder will be debarred for a minimum period of one year from participating in tenders of the Company.

The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

i. If the Bidder withdrawing it's bid is other than L-1, the tender process shall go on.

ii. If the Bidder withdrawing it's bid is L-1, then re-tender will be done.

II. For Two Part (Single Stage Two Envelop) System-

The penal actions are-

1. 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 a minimum period of one year from participating in tenders of the Company.

2. 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 a minimum period of one year from participating in tenders of the Company. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

   i. If the Bidder withdrawing it's bid is other than H-1/L-1, the tender process shall go on.

   ii. If the Bidder withdrawing it's bid is H-1/L-1, then re-tender will be done.

[*Note for Procuring Entity (Not to be part of Bid Document)*

In case of above, a letter will be issued to the bidder by Tender Inviting Authority stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders of the Company. This letter will be circulated to all Areas and Respective Company HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators. Penal action against clauses above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

Approving Authority for Forfeiture of EMD: *The Tender Accepting Authority (TAA), limited to the level of CMD of* Company*, shall be the approving authority for the forfeiture of the Earnest Money Deposit (EMD). In cases where a bid is withdrawn before the opening of the price bid in a two-part tender system, the EMD* *may be forfeited with the approval of the authority responsible for approving the opening of the price bid.*

Approving Authority for Debarment of Bidders: *Debarment of a bidder shall be carried out with the approval of the Competent Authority, in accordance with Guidelines on Debarment of Firms from Bidding*.]

9. **OPENING OF BID:**

9.1 **For One Part (Single Stage Single Envelope) System:**

9.1.1 The tender will be opened on scheduled date & time as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal by the "Bid Opener" as per the GeM functionality.

9.1.2 All the documents uploaded by L-1 Bidder including EMD exemption documents (if any) and duly filled Bid Submission Confirmation Sheet by bidder shall be downloaded after opening of bid.

9.2 **For Two Part System (Single Stage Two Envelope)- Opening of Technical Bid-**

9.2.1 The Technical bid (Cover-I) will be opened on schedule date & time as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Opener" as per the GeM functionality.

9.2.2 All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and duly filled Bid Submission Confirmation sheet by bidder shall be downloaded after opening of Technical bid (Cover-I).

10. **EVALUATION OF TENDER:**

10.1 After opening of Tender/ Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.

10.2 **Evaluation of Tender-**

I. For One Part (Single Stage Single Envelop) System:

A. After opening of bid, the documents submitted by L-1 Bidder as enlisted in the Bid Document 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 L-1 Bidder through Bid Submission Confirmation Sheet. If the L-1 bidder complies with the eligibility requirement as per Bid Document, then the bidder will be considered eligible for award of contract.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid

Submission Confirmation Sheet or in case corresponding document have not been uploaded by the L-1 Bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). 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 GeM Portal 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 in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. However, only documents that were already in existence prior to the bid submission deadline based on the information furnished in Bid Submission Confirmation Sheet shall be considered for this purpose and no new certificate or contract should be asked for so as to qualify the bidder.

Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

C. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online against the information furnished through BSC Sheet. The Bidder(s) is 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.

D. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents in the Bid Document.

E. In case the L-1 Bidder submits requisite documents online as per Bid Document, then the Bidder will be considered eligible for award of Contract.

F. In case the L-1 Bidder fails to submit requisite documents online as per Bid Document or if any of the information/declaration furnished by L-1

Bidder through BSC Sheet is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by Bidder, which changes the eligibility status of the Bidder, then his bid shall be rejected and EMD of L-1 Bidder shall be forfeited and the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement).

G. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement).

[***Note (Not to be part of Bid Document)****: The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.*].

II. For Two Part (Single Stage Two Envelop) System:

- **For Estimated Cost Value (ECV) put to tender is below Rs. 75 Lakh for Production/ Coal dispatch/ Safety wherever pre-qualification criteria (experience criteria) is taken as decided by respective Company or Estimated Cost Value (ECV) put to tender is Rs. 75 Lakh and above:**

A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover – I as enlisted in the Bid Document 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) in Bid Submission Confirmation Sheet. If it confirms to all of the information/ declarations furnished by the Bidder in Bid Submission Confirmation Sheet and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid Submission Confirmation Sheet 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 allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). 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 GeM Portal 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 in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. However, only documents that were already in existence prior to the bid submission deadline based on the information furnished in Bid Submission Confirmation Sheet shall be considered for this purpose and no new certificate or contract should be asked for so as to qualify the bidder.

Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents mentioned in the Bid Document.

D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online against the information furnished through BSC Sheet. 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.

E. In case the Bidder(s) submit(s) requisite documents online as per Bid Document, then the Bidder(s) will be considered eligible for opening of Price Bid.

F. In case Bidder(s) fails to confirm the submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection to submitted information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

G. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document 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).

H. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

*When TAA is CMD then with the approval of concerned Director and in case the TAA is CFDs then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.

I. After Technical evaluation of tender, the price bid shall be opened on schedule date and time as per GeM Portal Conditions.

J. The Tender Committee may recommend for award of work to the successful Bidder after evaluation of the reasonableness of rates.

[***Note (Not to be part of Bid Document):*** *The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.*]

[***Note:***

1. *Bid Submission Confirmation (BSC) Sheet to be prepared by User Department with the help of Tendering Department/Cell.*

2. *In case of QCBS bid evaluation system, the above-mentioned clause, i.e., Evaluation of Tender to be modified or drafted by user department.*]

III. The following clauses are applicable for both One Part and Two-Part Systems:

A. Preference to Make in India (as applicable) vide Order No. P - 45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024, issued by Govt. of India as amended from time to time shall be applicable.

Refer clause no. 10.1 of Section 2.

B. Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time:

Refer clause no. 10.2 of Section 2.

C. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Refer Clause no. 10.3 of Section 2.

D. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

Refer clause no. 10.4 of Section 2.

E. **Restrictions/ Prior Registration on Entities from a Class of Countries:**

Refer clause no. 10.5 of Section 2.

11. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their Techno-Commercial eligibility based on the information furnished through Bid Submission Confirmation Sheet followed by the scanned documents uploaded by Bidder in support of the information furnished by them in BSC and after evaluation of the reasonableness of rates. The approval for award of work to 'L-1/H-1' Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

*[**Note for Procuring Entity (Not to be part of Bid Document)**: The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time. All tenders are to be evaluated strictly on the basis of the terms and conditions incorporated in the Bid Document.*

Nobody outside the TC should be allowed to determine this evaluation. Even if an external expert's advice and report is obtained, it is still the responsibility of the technical member(s) in particular and the TC in general to accept/ reject or modify the evaluation contained in such a report/ evaluation.

No criteria shall be used for evaluation of tenders that cannot be verified or not stated in the Bid Document, with the exception of provisions of laws in force. No hearsay information or hitherto undeclared condition should be brought in while evaluating the tenders. Similarly, no tender enquiry condition (especially the significant/ essential ones) should be overlooked/ relaxed while evaluating the tenders. The aim should be to ensure that no tenderer gets undue advantage at the cost of other tenderers and/ or at the cost of Procuring Entity. Information relating to evaluation of tenders and the Tender Committee's (TC's) deliberations should be confidential and not be shared with persons not officially connected with the process.

The tender accepting authority i.e. Competent Authority shall approve the award of work after concurrence of associate finance. The timeline for clearing of proposal by associate finance shall be 03 (three) working days. The approval for award of work to 'L-1/H-1' Bidder will be accorded by the Competent Authority *as per Delegation of Power based on the TC recommendation. In any approval for acceptance of tender, the responsibility of the Competent Authority is not discharged merely by selecting the 'cheapest offer/Highest Scorer offer' or accepting TC recommendations but ensuring (through his associate Finance), whether:*

i) *Offers have been invited in accordance with this manual and after following fair and reasonable procedures in prevailing circumstances;*

ii) *He is satisfied that the selected offer will adequately meet the requirement for which it is being procured;*

iii) *The price of the offer is reasonable and consistent with the quality required; and*

iv) *The accepted offer is the most appropriate taking all relevant factors into account in keeping with the standards of financial propriety.*]

12. After financial concurrence of TCR and competent approval, the Letter of Acceptance (LOA) to the 'L-1/H-1' Bidder will be issued and the scanned copy of the LOA shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process. (*The LOA shall at all time supersede the Contract Generated on GeM Portal*).

13. **Logical End of online created Tender:** Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work or the tender is cancelled.

14. **Grievances and its Redressal:**

    1. Any supplier, contractor, consultant or service provider that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of the Procuring Entity may make an application for its review within a period of 48 hrs to the Tender Inviting Authority, specifying the ground(s) and the relevant clauses of the tender documents. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, through GeM Portal as per GeM Portal functionality, of the declaration of techno-commercial or financial evaluation results.

       [**Note:** in case of QCBS based evaluation system, qualified bidder may represent regarding obtained marks system as per GeM Portal functionality.]

    2. Only a directly affected bidder can represent in this regard:

       a) Only a bidder who has participated in the concerned procurement process.

       b) In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

c) The following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:

i) Determination of the need for procurement;

ii) Selection of the mode of procurement or tendering system;

iii) Choice of selection procedure;

iv) Complaints against specifications except under the premise that they are either vague or too specific to limit competition may be permissible.

v) Provisions limiting the participation of bidders in the procurement process in terms of government policies.

vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government.

vii) The decision to enter into negotiations with the L1 bidder;

viii) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

ix) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed; all such issues should be highlighted before the vendor/contractor consummates the contract.

3. This grievance redressal is beside the avenue of complaints to the vigilance department of the procuring organisation or judicial remedies.

[**Note for Procuring Entity (Not to be Part of Tender Document):**

1. *If received during the processing of the tender, the officer receiving the application shall forward it to the TC/Convener of TC for its examination on merits and action as considered necessary. An interim reply may be sent that the application will be kept in view in the tender evaluation, and a final response shall be given only after the declaration of the award of the contract. The Tender Committee shall place the application on record, including its analysis and action taken thereon, in the TC minutes/ report to the Competent Authority. After the award, the competent authority shall respond to the aggrieved party as per sub-para 2) below.*

2. *If such grievance is received after the declaration of the award of the contract, the officer receiving the application shall forward the application to the Competent Authority (Chairperson of TC) of the tender for his examination on merits and action as considered necessary. Such post award grievance must be redressed and closed within 30 days of receipt of the grievance. If the Competent Authority finds the complaint to have substance, appropriate and feasible remedial measures should be initiated as per sub-para 3 or 4 below.*

3. *If the grievance is resolved or if the grievance is found to be unwarranted, the aggrieved party shall be informed by the officer receiving the application of the final decision without disclosing confidential details.*

4. *Based on such representation, if the Competent Authority is satisfied that there has been a contravention of procurement guidelines in this case, he may initiate such action as, in his opinion, is necessary to rectify the contravention, including:*

   a) *If the grievance is due to inadequacy of procurement guidelines or a lack of understanding of the staff, remedial action to address such lacunae may be initiated without repercussions to the concerned staff.*

   b) *Annulment or reconsideration of the procurement proceedings;*

   c) *cancellation of the resultant procurement contract, if legally feasible;*

   d) *In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the conduct rules.*

   e) *In case the complicity of any bidder is proved,*

      i) *removal of the concerned firm from the list of registered firms*

      ii) *debarment of the bidders, if warranted*

      iii) *reporting the matter to the Competition Commission of India (CCI) in case of anticompetitive actions by the bidder.*

   f) *Handing over the case to CVO if there are aspects that require investigations.]*

15. **Bid Security/ EMD Refund**:

   a. The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).

   b. The Bid Security/ EMD deposited with the Procuring Entity will not carry any interest.

   c. No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.

   d. In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the department.

   e. If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case-to-case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

f. The EMD of successful Bidder (on Award of Contract) will be retained by respective Company and will be adjusted to Performance Security Deposit at the option of the Bidder.

g. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage or two-part tendering, bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e., opening of Price Bid (except the cases where EMD/Bid Security is to be forfeited).

16. **[*Note for Procuring Entity (Not to be part of Bid Document): Handling Dissent among Tender Committee:***

1. *All members of the TC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst TC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. The Competent Authority (CA) can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.*

2. *In cases where the CA does not agree with the majority or unanimous recommendations of the TC, he should record his views and, if possible, firstly send it back to TC to reconsider along the lines of the tender accepting authority's views. However, if the TC, after considering the views of the CA, sticks to its own earlier recommendations, the CA can finally decide as deemed fit, duly recording detailed reasons. He will be responsible for such decisions. However, such situations should be rare.*

Independence, Impartiality, Confidentiality and 'No Conflict of Interest' at all Stages of Evaluation of Bids-

1. *Members of the TC should not have any conflict of interest and should not directly engage in any communication with bidders from the date of their appointment to the date on which the contract is awarded.*

2. *Information relating to the evaluation of bids and the Tender Committee's (TC's) deliberations should be confidential and not be shared with persons not officially connected with the process until the award of the contract is notified to the successful firm, except that after technical evaluation, the list of successful bidders may be published, as required in the Tender document. Under no circumstances should the tender file or confidential information contained therein be provided for scrutiny or for decision to any person/ office who is not involved in decision-making.*

3. *All technical, commercial and finance officials who have contributed to the techno-commercial or financial evaluation of bids, even though they may not be part of the TC should deal with the procurement in an independent, impartial manner and should have no conflict of interest with any of the bidder involved in the procurement. They should also maintain confidentiality of the information processed during the evaluation process and not allow it to reach any unauthorised person. They should sign a declaration at the end of their reports/notings stating that, "I declare that I have no conflict of interest with any of the bidder in this tender." TC members may also make such a declaration at the end of their reports.*

4. *During the processing of the tender, all references/grievances/ complaints/ directives/ request for information from any sources including higher level officials/ authorities within the Ministry or from outside may be forwarded to the TC/Convener of TC for its examination on merits and action as considered necessary, maintaining independence, impartiality, confidentiality and 'No Conflict of Interest.' An interim reply may be provided that the Tender is still under consideration and that final response would be given after the declaration of the award of contract.]*

17. **Contacting Procuring Entity during the evaluation:** From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

18. **REVOCATION OF TENDER PROCESS:**

The online evaluation of tender must be performed by the Evaluator with utmost care and diligence. The Evaluator of tender must ensure that the decision of Tender Committee is correctly uploaded on the GeM Portal.

However, 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.

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.

[***Note:*** *Revocation of Tender process w.r.t (a) & (c) above, will be done with the specific approval of concerned Director and Revocation of Tender process w.r.t (b) will be done with the specific approval of TAA limited to concerned Director.*]

The Revocation of Tender on the GeM Portal may be done with the help of GeM Team.

19. CANCELLATION OF TENDER:

Any tender published on the GeM portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender".

It will be the responsibility of the Publisher of tender to conclude the published tenders to its logical end within the bid validity period.

Tenders should be cancelled only under exceptional cases with due approval of Tender Approving Authority limited to CMD of Company. However, for cancellation of Tender due to non-receipt of any bid, no approval will be required.

The respective Company may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below-

a) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;

b) When none of the tenders is substantially responsive to the requirements of the Bid Documents;

c) None of the technical Proposals meets the minimum technical qualifying score (if any);

d) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders.

e) The Bids'/ Proposals' prices are substantially higher than the 'estimated/ updated/ justified' cost.

f) In case, the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the respective Company shall re-tender the case as per the requirement.

g) Due to non-receipt of any bid

In case where responsive bids are available, the aim should be to finalise the tender by taking mitigating measures even in the conditions described above. If it is decided to rebid the tender, the justification should balance the perceived risks in finalisation of tender (marginally higher rates) against the certainty of resultant delays, cost escalations, loss of transparency in re-invited tender. After such decision, all participating bidders would be informed.

Approval for re-tendering should be accorded by the Competent Authority after recording the reasons/ proper justification in writing. In case a procurement is re-tender more than once, approval of one level above the Competent Authority may be taken, limited to CMD of Company. The Procuring Entity should review the qualification criteria, and technical and commercial terms of the tender before re-tendering and also consider wider publicity to attract an adequate number of responses. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process. Before retendering, the procuring entity is first to analyse the reasons leading to retender and check whether, while floating/ issuing the enquiry, all necessary requirements and formalities such as standard conditions, industry friendly qualification criteria, and technical and commercial terms, wide publicity, sufficient time for bidding, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

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

SECTION 4.1 – ADVISORY FOR BUYER AS WELL AS SELLER FOR SERVICE TENDER INVITED THROUGH GEM PORTAL (AS APPLICABLE)

1. Formats for Bank Guarantees.

The format provided in the bid document for Bank Guarantee regarding Performance Security shall supersede the format provided by the GeM portal. Seller/bidder are requested to kindly submit the Bank guarantee as per format given in the bid document.

2. Functionality of GeM Portal regarding verification of MSE status of bidder and their bid evaluation.

As per advisory of GeM, "*No online verification of the status of MSE is being done at the GEM end because of the latest order granting benefits up to 3 years after the change of status. Buyers are requested to verify the status of the MSE at their end*".

3. Window for seeking price justification in case quoted value of 'L-1/H-1' is found on higher side by the tender committee and recording of suo-motu rebate if given by L1 bidder.

At present on GeM portal, there is no provision for seeking price justification in case of quoted value of 'L-1/H-1' is found on higher side. The price justification shall be sought outside the GeM Portal through e-mail of TIA. If 'L-1/H-1' seller/bidder gives suo-motu rebate then the same may be recorded on GeM portal using the Tab of "Need to Negotiate with L1?" till development of the functionality for the same by GeM.

4. Functionality of GeM regarding challenge rejection window for disqualified bidders.

Any document submitted by the seller through challenge rejection window shall not be considered other than application uploaded as '**appeal/representation**' by procuring entity.

5. Period of Bidder's representation window.

At present, by default GeM gives only 4 days for seeking clarification through bidder's representation window. Till development of the functionality regarding selection of bidder's representation period as per respective manual at buyer end, if buyer want to select the period more than the period provided by GeM Portal, the same may be modify with the help of GeM Authority.

6. Reply of queries against the clarification sought by bidder through Bidder's representation window.

If the response of buyer is more than the character limit mentioned in the GeM portal, the response shall be submitted through Corrigendum till development of the functionality by GeM to upload document through bidder's representation window.

7. Bid duration period is upto 45 days in GeM Portal or as per GeM functionality.

Till development of the functionality regarding selection of bid duration period more than 45 days as per respective manual. The same may be implemented with the help of GeM Authority.

8. Period of completion of work shall be in number of days only.

The period of work in days as mentioned in the Scope of work / Bid document shall supersede the period mentioned in the GeM Contract.

9. GeM functionality regarding Bid Validity Extension.

The request for Bid Validity Extension to be sought through GeM Portal as well as through offline mode (outside the GeM portal, through e-mail of TIA.

10. Non-receipt of e-mail to seller sent by Tender Inviting Authority (TIA).

Non-receipt of an e-mail sent by TIA as per directives of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in Bid Submission Confirmation (BSC) sheet is seller's responsibility.

11. Issuance and communication by TIA to seller / bidder through e-mail to comply the provisions of Bid Document.

Non-receipt of an e-mail sent by TIA to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in BSC is seller's responsibility.

12. Invoicing of first bill shall be done through GeM Portal.

No payment for the work shall be made before execution of this agreement as per Bid Document and the GeM contract shall be created on GeM portal to conclude the tending process on GeM. After that the invoicing of first payment bill shall be done through GeM portal and all the payment of work shall be done outside GeM Portal.

13. What action shall be taken by the Tender Committee (TC) if the IP addresses of more than one seller/bidder are found to be matched during the bidding process?

If it is observed that the IP address used for submitting bids by two or more bidders is the same or appears to be linked, the Tender Committee (TC) shall take the following steps:

i. The TC shall seek clarification from the concerned bidders without disclosing the name of another bidder regarding the matching IP address and ask them to submit a written explanation along with supporting documents, if any along with shortfall document/technical clarification link.

ii. The TC shall examine the explanations, along with technical records, system logs, and other relevant evidence available on the GeM portal or e-tendering system and also take help/support of relevant technical department of the company.

iii. If the TC is satisfied that there is no evidence of collusion, cartelization, or bid rigging, the bids may be considered for further evaluation with proper recording of reasons.

iv. However, if the TC concludes that the matching IP address indicates collusive bidding, manipulation, or unfair trade practice, the concerned bids shall be rejected and appropriate action may be recommended as per applicable rules, including debarment or blacklisting, if warranted.

v. The entire process and decision of the TC shall be duly documented in the tender file with clear justification.

SECTION 05 – GENERAL ESSENTIAL REQUIREMENTS FOR SERVICES

A. ELIGIBILITY CRITERIA

a. **EMD/BID SECURITY:** As per respective Manuals of CIL. For Consultancy Services as per Manual for Procurement of Non-Consultancy Service**.**

[Note for Procuring Entity:

1. Submission of EMD is exempted for an ECV upto Rs. 2 lakhs for all types of service tender irrespective of mode of procurement.
2. In case the procurement is to be done through GeM Portal, EMD exemption shall be applicable as per GeM Portal functionality.*]*

b. **Work Experience (Not Applicable for tenders with ECV below Rs. 75 lakhs except Production/ Coal Despatch/ Safety as decided by Respective Company)**: As per respective Manuals of CIL.

[**Note:**

1. The Experience Certificate shall be in the name of the bidder except JV.

   In case the bidder is a partner of a Partnership Firm/member of a Joint Venture, the Experience Certificate in the name of partnership firm/JV may be considered, subject to submission of valid documentary.

   In case of change in the name of the legal entity, the Experience Certificate in the previous name may be considered, subject to submission of valid documentary evidence establishing such relationship or change of name.

2. For issuance of work experience certificate to a contractor/Sub-Contractor, the "Employer" is the entity, who engaged the contractor/Sub-Contractor and for whom the work was performed, who is responsible for certifying the work performed and its duration.

3. If the experience has been earned by the bidder as a sub-contractor, the bidder shall submit a copy of the permission or any other relevant document issued by the owner or his authorized representative permitting engagement of the sub-contractor.

4. If a bidder intends to avail the benefits available to Micro and Small Enterprises (MSEs), such as EMD exemption and purchase preference in terms of the MSE Order, 2012 (as amended from time to time), the eligibility criteria namely Work Experience, shall be strictly in the name of the participating bidding entity, except in case of change in name of entity. Work experience earned in the name of a

partner, transferee entity, or acquiree entity shall not be considered for determining eligibility.

However, if the bidder does not intend to avail the benefits under the MSE Order, 2012 (as amended from time to time), the eligibility with respect to work experience certificates shall be examined and considered in accordance with the applicable law of the land.]

c. **Working Capital (Not Applicable for tenders with ECV below Rs. 75 lakhs)**: As per respective Manuals of CIL.

d. **Financial Turnover (Not Applicable for tenders with ECV below Rs. 75 lakhs)**: As per respective Manuals of CIL.

e. **Net Worth (Not Applicable for tenders with ECV below Rs. 75 lakhs)**: As per respective Manuals of CIL.

f. **Fleet Requirement**: As per respective Manuals of CIL.

g. **PAN:** Permanent Account Number (PAN) issued by Income Tax Department and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN) and Verifiable Tax Residency Certificate, as applicable in the form of Yes/No.

Scanned copy of documents to be uploaded by Bidders:

Scanned copy of PAN card/e-PAN issued by Income Tax department, Govt. of India and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

Any additional document may be sought during clarification along with deficient documents, if felt necessary by the Tender Committee.

Note: In case of JV, each Indian member of JV should possess PAN and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

h. **GST Registration** (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

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to GST status of the Bidder.

Scanned copy of documents to be uploaded by Bidders:

The following documents depending upon the status w.r.to GST as declared by Bidder in the GeM portal:

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 with UDIN from a practicing Cost Accountant or practicing Chartered Accountant having membership number with Institute of Chartered Accountants/ Institute of Cost Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

[**Note:**

1. In case of JV, Bidder should submit scanned copy of GST status of Lead Member.

2. In case Lead Member is not a GST registered, A Certificate with UDIN from a practicing Chartered Accountant/Cost Accountant having membership number with Institute of Chartered Accountants of India/ Institute of Cost Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.]

Note: -

1. In case the service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture before the payment of first running on account bill.

2. Bidder to provide the multiple business verticals within a State and separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements, if applicable in the undertaking.

3. Bidder to provide the details of GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable in the undertaking.

4. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

5. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for financial bid evaluation irrespective of the document submitted in support of GST status with the bid.

6. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the financial bid evaluation of the GeM shall be final.

7. The status of GST registered bidder shall be valid at the time of Bid Opening / Technical Bid Opening. In case the status shown as invalid/ suspended etc. on date as mentioned above, the bidder shall be treated as non-responsive.

8. ***[Note for Procuring Entity (Not to be part of Bid Document***): *During evaluation of GST Registered Bidders the confirmation of their status shall be verified from the relevant Govt website at the time of Bid Opening / technical bid opening.]*

i. Legal Status of the Bidder: The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/Joint Venture or any other legal entity.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document with respect to Legal Status of the Bidder.

Supporting Documents to be uploaded by Bidders:

1. The following documents in respect of Legal Status shall be uploaded by the JV Bidder:

    i. Scanned copy of JV Agreement containing name of members and lead members, Power of Attorney to the lead member and share of each member etc. (**Annexure – II**).

    ii. Board Resolution / Power of attorney or any sort of legally acceptable document (As applicable) of the respective JV member from the Board of Directors of the concerned Company, or from the members of the entity, or from the proprietor, or from limited liability partnership or any legal entity authorizing the signatory of JV agreement on behalf of them.

    iii. The document(s) (any of them as applicable) regarding legal status of all the individual members of JV as mentioned below:

    Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

    OR

    Copy of the Certificate of Registration issued by the Registrar of Firms along with a copy of the registered Partnership deed containing name of partners.

    OR

    Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

    OR

    LLP Agreement with certificate of incorporation containing name of Bidder.

    OR

    Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts.

2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV as mentioned below:

    a. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

    OR

    Copy of the Certificate of Registration issued by the Registrar of Firms along with a copy of the registered Partnership deed containing name of partners.

    OR

    Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

    OR

    LLP Agreement with certificate of incorporation containing name of Bidder.

    OR

Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts.

b. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

j. Letter of Bid:

The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid (**Annexure – VII**) in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of the Letter of Bid as per format given in the Bid Document.

k. Integrity pact (As applicable)

Bidders are required to accept the pre-contract integrity pact (**Annexure – I**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

l. Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) (**Annexure – III**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No. regarding acceptance of Code of Integrity for Public Procurement (CIPP) as mentioned above in Bid Document.

m. Restrictions on Public Procurement from certain countries:

The Undertaking (**Annexure – VIII**) of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the Bid Document.

The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

n. Undertaking regarding relatives as employees of company, EPF/CMPF, Status of Debarment, CIPP etc.

An undertaking is to be given on Bidder's letter head as per the format given in the bid document (**Annexure – VIII**).

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding submission of the undertaking as per format.

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company etc.

o. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

p. Purchase Preference under 'Make in India' Policy for "Local supplier".

Preference to Make in India (as applicable) vide Order No. P - 45021/2/2017 PP (BE-II) dated 16.09.2020 and Revised vide Order No. P-45021/2/2017 PP (BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Govt. of India as amended from time to time shall be submitted.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

[***Note:*** *Not Applicable Where Estimated Cost Put to Tender is Less Than Rs. 5 Lakhs.*

1. *In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid in Open Tender Enquiry (OTE).*

2. *In terms with the above said policy, Class-I local suppliers, Class-II local suppliers and Non-local supplier shall be eligible to bid in Global Tender Enquiry (GTE).]*

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. *(Please refer MII Order 2024, as amended time to time and FAQ as issued time to time for clarity on definition of local content)*

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content.

Scanned copy of documents to be uploaded by Bidder(s) in support of information / declaration furnished by the Bidder against Eligibility Criteria:

a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders (excluding Joint Venture) at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, in the undertaking (Annexure – IX).

*[**Note:** In the case of a Joint Venture (JV), each member shall submit a separate Self-Certification indicating the percentage of local content in the offered items. The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their respective participation share and work responsibilities as defined in the Joint Venture Agreement.*

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

b) In cases of procurement for a value, i.e., Estimate Cost Value put to tender, in excess of Rs. 10 crores, all the Bidders (excluding JV) at the time of bidding shall be required to provide a certificate with UDIN (Annexure – IX) in the name of bidder from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The bidder is to provide the self-certification regarding the details of the Location(s) at which the local value addition is made.

*[**Note:** In case the bidder is a Joint Venture (JV), each member shall submit a certificate with UDIN issued by the statutory auditor or cost auditor (in the case of companies), or by a practicing cost accountant or practicing chartered accountant (for entities other than companies), indicating the percentage of local content in the items offered. Such certificates shall be issued in the name of the individual JV members as per their respective legal status.*

The overall local content of the Joint Venture shall be calculated as the weighted average of the local content percentages of the individual members, based on their participation share and work responsibilities specified in the Joint Venture Agreement.

Each member shall also provide a self-certification detailing the location(s) where local value addition has been made.]

B. General Requirement:

In order to qualify in the tender the Bidders have to accept the following conditions:

i. All the Terms and Condition of the NIT and Bid Document Unconditionally accepted through Letter of Bid (LoB).

ii. Expected values of each of the General Technical Evaluation (GTE) items.

iii. Documents confirming the legal status of the Bidder.

However, in case of JV, the participating share of JV members shall be as below:

a) Lead Member shall have at least 50% participating share in JV.

b) Other individual member(s) shall have at least 20% participating share in JV.

iv. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee.

Data to be furnished by Bidder in BSC Sheet:

a. Confirmation in the form of **Yes/No** for each GTE item.

Technical evaluation by the Tender Committee (For GeM Portal):

In Bid Submission Confirmation (BSC) Sheet, bidder will declare regarding acceptance and possession of requisite document in the form of **Yes/No** and Tender Committee will decide the eligibility against the declaration made and submitted the confirmatory documents uploaded by the bidder and evaluated by Tender Committee as explained in Part I. The outcome is to be uploaded online in Confirmatory Document page by Evaluator.

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

To be taken as per Checklist.

C. SAMPLE CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS

Note: The User Department shall prepare the Checklist of Documents to be uploaded by the bidders in associations with the tendering department as per the eligibility criteria mentioned in the respective manuals/Standard Bid Document.