



5 DECADES OF UNEARTHING ENERGY

Coal India Limited

Additional Terms & Conditions (ATC) Instructions to Bidders (ITB)



1.0 Scope of Bidder

1.1 COAL INDIA LIMITED (referred to as Employer in these documents) invites bids for the work as mentioned in the Bid Document / Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Document / Scope of work.

1.2 The work comprises the design, development, implementation, commissioning, integration, training, handholding and maintenance of an Artificial Intelligence (AI) assisted tender evaluation solution for Coal India Limited, as elaborated in the Scope of Work. The Contract Period shall be 5 (five) years from the date of Go-Live date.

2.0 Eligible Bidders

2.1 The invitation for bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, LLP, Company registered under Companies Act. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC).

2.2 Any form of Joint Venture/Consortium are not eligible for the purpose of this NIT.

2.3 Credentials of a Consortium or MoU party submitted by one of the partners shall not be accepted.

2.4 Foreign bidders participating in this domestic / national tender shall not be eligible. Only entities registered in India shall be eligible to bid.

3.0 Eligibility Criteria of the Bidder

3.1 Eligibility criteria to qualify for award of the contract:

Sl. No.	Parameter	Eligibility Criteria	Information to be furnished by the bidder in Bid Submission Confirmation Sheet	Scanned copy of documents to be uploaded by the bidder in support of information/declaration furnished against Eligibility Criteria as Confirmatory Documents	Remarks
a.	Bid Submission Confirmation Sheet	—	Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format. The bid submission confirmation sheet will be provided by the buyer in secured .xls format.	The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.	Any Bid not accompanied by a Bid Submission Confirmation (BSC) Sheet, or if the BSC is found tampered, the Bid shall be considered as non-responsive and is liable for rejection.
b.	Earnest Money Deposit	The Bidder shall furnish, as part of his bid, a Bid Security / Earnest Money as deliberated below: EMD amount for this tender is ₹ 18,55,000 (Rupees Eighteen Lakhs Fifty Five thousand only).	UTR Number of the transaction via which EMD was deposited. Or, MSE Certificate number in case exemption is sought based on this parameter. Or, Any other reason for claiming exemption.	Proof of submission of EMD / Bid Security in the bid including transaction ID / Number / UTR. Or, In case of exemption of EMD / Bid Security, the scanned copy of the 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 / Bid Security to bidders is allowed as per GeM GTC.	Please refer clause 3.2
c.	Bank Mandate	—	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Bank Mandate as per format given at Annexure-IV.	This should be treated as Additional Document. Not part of Eligibility Criteria
d.	Work Experience (Similar Work Criterion)	The bidder should have successfully completed, in its name, as main contractor or as sub-contractor, work of the same or similar nature during the last 7 (seven) years ending the last day of the month previous to the one in which bid applications are invited, as under: One completed work costing not less than ₹ 2 crores OR Two completed works each costing not less than ₹ 1.25 Crores OR Three completed works each costing not less than ₹ 1 Crore	Start date & end date of each qualifying experience (similar nature). Work Order Number / Agreement Number of each experience. Name & address of Employer / Work Order issuing authority of each experience. Executed value of work against each experience. Whether the work was executed as main contractor or sub-contractor.	a. In case of Work Order from Government Bodies / PSUs: i. Copies of Contract Document (Purchase Order/Work Order with Schedule of Rates) and ii. completion certificates issued by client. Copy of contract document may not be insisted if completion certificate/ Bill / Invoice copy specifies details otherwise required like Date of PO/contract agreement, Contract Value, Execution value, date of completion and other requirements for prequalification as specified in the tender. b. In case of Work Orders from Private Parties: In case of work orders from private parties, a	Similar nature of work shall mean: Development or Configuration or Execution of Software Projects / Platform using AI / ML / GenAI tools / Prompt Engineering which involves LLM. OR Experience in Bespoke Software Application development using AI / ML / GenAI tools / Prompt Engineering which involves LLM. Notes: (a) In cases where a work order contains items other than those



		<p>All the above amounts are inclusive of taxes/GST.</p>		<p>certificate from a Chartered Accountant certifying the value of work done, along with TDS certificates (where applicable) / bank statement, shall also be required; TDS certificates / bank statements shall be used as corroborative evidence only.</p> <p>In case of non-availability of a completion certificate from the service recipient, a separate UDIN-bearing certification from an ICAI-registered Chartered Accountant in practice for awarded work value, gross amount received and completion date shall be considered for the specific work.</p>	<p>defined as similar work in the same work order but are relevant and required for the work, then the value of the total work order shall be considered.</p> <p>(b) A work order may contain a single work or a combination of one or more works as mentioned above in the similar work definition.</p> <p>(c) Only supply of off-the-shelf AI / ML / GenAI tools or Prompt Engineering software / platform shall not be considered as similar work.</p> <p>(d) Only supply of licences (where no other service component is involved) will not be considered.</p> <p>(e) Only cloud billing projects cannot be considered; cloud billing projects should have some component of a solution similar to the above definition.</p> <p>(f) Purchase Orders / Projects which have gone live but whose contract period is not completed shall be considered for the executed value of the PO.</p> <p>(g) For the same project finalised against one tender or RFP, if separate orders for supplies or services, or variation / amendment / extension orders, are issued in continuation of the original work order, the total value of works completed put together shall be accepted as one single completed work.</p> <p>(h) Work carried out at multiple locations through a single purchase order, or multiple purchase orders finalised against one tender, shall</p>
--	--	--	--	--	--



					<p>be considered as one similar work.</p> <p>(i) Bids by Consortium or MOU parties shall not be accepted. Also, credentials of Consortium or MoU Parties submitted by one of the Consortium partners shall not be accepted.</p> <p>(j) Similar works carried out by the Bidder only in India shall be considered.</p> <p>(k) In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as executed value mentioned in completion certificate etc.) along with his bid.</p> <p>(l) The subject work involves comprehensive analysis for the Bidders documents as a part of procurement process and will be used for decision making of various procurement. Hence the tendered work is critical and indivisible in nature and therefore no PQC criteria relaxation for work order experience and annual turnover shall be provided to MSEs, Start-ups.</p> <p>(m) If the bidder is under an NDA (Non-Disclosure agreement) with his client, then only a Certificate from practicing CA or Statutory Auditor along with self-certification/declarations from authorized signatory of the bidder or CEO or CFO of the firm stating conformance of this criterion shall be accepted. However, Bidder shall</p>
--	--	--	--	--	---



					<p>be required to provide a brief of the similar work along with value and contract period.</p> <p>Following Details to be submitted:</p> <p>i. Brief of the project,</p> <p>ii. Details of Works carried out</p> <p>iii. Value of the project</p> <p>iv. Executed value</p> <p>v. Name of the Client</p> <p>vi. Project Start Date</p> <p>vii. Project Delivered/Go Live Date</p>
e.	Annual Financial Turnover	The average annual turnover of the bidder (based on standalone financials of the bidding entity) shall be not less than ₹ 5.92 Crores (including GST) during preceding three financial years.	<p>Annual turnover for each of the last three (3) financial years, i.e. 2023-24, 2024-25 and 2025-26</p> <p>Name of the Chartered Accountant issuing the Profit & Loss Account or the Turnover certificate.</p> <p>Membership Number and UDIN of the CA.</p>	<p>Audited financial statements (Balance Sheet and Profit & Loss Account) for the last three financial years, and/or a Financial Turnover certificate issued by a practising Chartered Accountant having a membership number with the Institute of Chartered Accountants of India, containing the information furnished by the Bidder through the BSC. Reports issued by any Auditor / Chartered Accountant shall mandatorily bear UDIN.</p>	<p>Definition of Turnover: Total Revenue as per Schedule III of the Companies Act, 2013 shall be considered as Turnover.</p> <p>In case audited financial results of the immediate three preceding financial years are not available and the original bid closing date is up to 6 months from the current financial year, the bidder has the option to submit the audited financial results of the three years immediately prior to the preceding financial year. Where the closing date of the bid is after 6 months from the current financial year, the bidder shall compulsorily submit the audited financial results for the immediate three preceding financial years.</p> <p>For bidders whose financial year is the calendar year, the audited financial results shall be considered on a calendar year basis in lieu of financial year.</p> <p>If a Bidder is not required to get its</p>



					accounts audited under Section 44AB of the Income Tax Act, 1961, a certificate from a practising Chartered Accountant towards the turnover of the Bidder along with a copy of its Income Tax Return shall be obtained.
f.	Manpower	As mentioned in clause 3.11 below.	Confirmation in the form of Yes/No for possessing the required documents.	Annexure-VII on company letterhead, along with CVs of individual proposed team members as per Annexure-VIII. Both annexures need to be certified by the HR Head or competent authority of the bidder.	
g.	Technical Eligibility — Manufacturer's Authorisation	Bidder shall submit a Manufacturer's Authorisation Form (MAF) from the Cloud Service Provider (CSP) / ML Ops Platform as applicable to the solution proposed, to participate in this tender.	Confirmation in the form of Yes/No for possessing the supporting documents.	MAF from CSP and Software / Security / wherever applicable, as per the format at Annexure-IX.	
i.	Compliance regarding Malicious Code	—	Confirmation in the form of Yes/No for possessing the supporting documents.	Compliance Certificate regarding Malicious Code as per format at Annexure-X, on the bidder's letterhead, duly signed and sealed.	
j.	Non-Disclosure Agreement	—	Confirmation in the form of Yes/No towards acceptance of the Non-Disclosure Agreement.	Bidders are required to accept the format of the Non-Disclosure Agreement at Annexure-XI through the Bid Submission Confirmation Sheet. The NDA is to be executed by the successful bidder on non-judicial stamp paper of appropriate value.	
k.	Permanent Account Number	—	Confirmation in the form of Yes/No for possessing the supporting documents	PAN card issued by the Income Tax Department, Government of India.	
l.	GST Registration	The Bidder should be either: <ul style="list-style-type: none"> • GST registered bidder under regular scheme, or • GST registered bidder under composition scheme, or • GST unregistered bidder. 	Confirmation in the form of Yes/No for possessing the supporting documents.	GST registration certificate, or a declaration in case of an unregistered bidder. The GST status shown on the GeM portal shall be final for financial bid evaluation.	
m.	Legal Status of the Bidder	The Bidder should be a Company registered under the Companies Act, or a Limited Liability Partnership, or any other legal entity registered in India. Bids by Consortium or MoU parties shall not be accepted. Foreign bidders are not eligible.	Confirmation in the form of Yes/No for possessing the supporting documents.	Certificate of Incorporation with Memorandum & Articles of Association / LLP Agreement / Partnership Deed, as applicable, together with Power of Attorney or Board Resolution in favour of the tender signing authority.	



n.	Letter of Bid	—	Confirmation in the form of Yes/No.	Annexure-V (No need of separate submission; the acceptance during bidding through GTE / BSC shall be sufficient.)	
o.	Integrity Pact	—	Confirmation in the form of Yes/No regarding acceptance of the Integrity Pact as per the format at Annexure-I prescribed in the Bid Document.	Bidders are required to accept the pre-contract Integrity Pact as available in the Bid Document through the Bid Submission Confirmation Sheet (BSC).	
p.	Code of Integrity for Public Procurement (CIPP)	—	Confirmation in the form of Yes/No.	Bidders are required to accept the CIPP as available in the Bid Document through the Bid Submission Confirmation Sheet (BSC) as per Annexure-II.	
q.	Public Procurement (Preference to Make in India)	—	Confirmation in the form of Yes/No, along with the percentage of local content and the location(s) at which local value addition is made.	'Class-I Local Supplier' / 'Class-II Local Supplier' shall indicate the percentage of local content and provide self-certification that the services offered meet the local content requirement. For procurement of value in excess of ₹ 10 crore, a certificate from the statutory auditor or cost auditor of the company (in the case of companies), or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies), giving the percentage of local content, shall be furnished.	Only Class-I and Class-II Local Suppliers are eligible for participation. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR, for which a bidder or its successors will be debarred for up to two years.
r.	Undertaking	—	Confirmation in the form of Yes/No for possessing the supporting documents.	Bidders are required to submit the duly filled Undertaking as per format given at Annexure-VI, on their letterhead, regarding relatives as employees of the Company, local supplier status, CIPP, debarment status and land border country restrictions.	

3.2 EMD/Bid Security:

3.2.1 The bidder has to submit the Bid Security/EMD in CIL designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only. The details of which is as follows:

Name of beneficiary and details	Name	Coal India Limited
	Bank A/C no. of beneficiary	0100050002081
	IFSC Code	PUNB0143720
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	Punjab National Bank
	Branch and Address	New Town Rajarhat Branch, Sree Commercial Comp, BL-AH Rajarhat.

3.2.2 In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date of bid submission but not received by the Company within the specified date due to any reason then the bid will not be accepted. However, the Bid Security/EMD will be refunded back to the Bidder.

3.2.3 Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of Bid Security/EMD shall be applicable and acceptable.

3.2.4 The Bid Security/EMD for the unsuccessful Bidder shall be refundable as promptly as possible. The Bid Security/EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/Earnest Money Deposit as stated above, unless the Bidder is exempted as per the GeM GTC.

3.2.5 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by CIL as non-responsive unless otherwise exempted in the Bid document.

3.2.6 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 (Annexure- IV) submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).

3.2.7 The Bid Security/EMD of successful Bidder may be retained and adjusted with Performance Security/Security Deposit at Bidder's option.

3.2.8 The Bid Security/Earnest Money may be forfeited: -

- if the Bidder withdraws the Bid after the end date of Bid submission during the period of 'Bid validity/extended validity with mutual consent'; or
- in the case of a successful Bidder, if the Bidder fails to furnish the required Performance Security Deposit/Additional Performance Security if any, within the specified time limit

3.2.9 Additionally, CIL shall debar such defaulting Contractor from participating in future bids for a minimum period of 12 (twelve) months.

"Note: - However, debarment shall be done as per the 'Guidelines on Debarment of firms from Bidding' clause of the CC."

3.2.10 The Bid Security/EMD deposited with CIL will not carry any interest.

3.2.11 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 (Annexure-IV).

3.2.12 Deleted

3.2.13 In case the tender is cancelled, then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.

3.2.14 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).

Note:

- Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.
 - Bidder to submit e-Mandate (Annexure-IV) form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer/Internet Banking Payment, as provided in Bid Document.
- 3.3** If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
- 3.4** 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.
- 3.5** 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 evaluation of the GeM shall be final.
- 3.6** 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.
- 3.7** Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.
- 3.8** If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes:

- The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.
- If any financial data is mentioned in any currency other than INR, it will be converted to INR for the purpose of evaluation only. For conversion of US Dollars to Rupees, the rate of conversion shall be Indian Rupees [as on 60 (sixty) days prior to the date of invitation of Bid] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date which is 60 (sixty) days prior to the date of invitation of Bid, and the amount so derived in US Dollars shall be converted into Indian Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily reference exchange rates published by the Reserve Bank of India for the relevant date. In case the reference exchange rate is not published by the Reserve Bank of India, any reference exchange rate referred by the Reserve Bank of India or the Government of India will be considered.
- The subject work involves comprehensive analysis of Bidders' documents as a part of the procurement process and will be used for decision making in various procurements. Hence the tendered work is critical and indivisible in nature and therefore no relaxation in eligibility criteria for work order experience and annual turnover shall be provided to MSEs and Start-ups.
- Whenever a contractor had worked as a sub-contractor to a main contractor, their experience can also be considered. With regard to a sub-contracted work order, the bidder has to submit a certificate from the end user / owner / consultant of the owner acting as Engineer-in-Charge stating that the main contractor has intimated them about the engagement of sub-contracting OR that the bidder has been allowed / permitted as a sub-contractor.
- In case the executed value of a job is more than the work order value and the bidder claims for meeting the eligibility requirement on the basis of executed value, then it is the responsibility of the bidder to submit documentary evidence of the final executed value along with the bid.
- CIL reserves the right to independently verify, either directly or through a CIL-approved Third Party Agency, the solution provided by the bidder to its client with respect to the submitted similar work order for past

performance / proven track record / satisfactory working, at the techno-commercial evaluation stage. The bidder must facilitate such verification. In case the solution provided by the bidder to their client is found not to have a proven track record / not satisfactorily working / poor past performance, the bid submitted by the bidder is liable for rejection.

3.9 Deleted.

3.10 Deleted.

3.11 Manpower Strength:

3.11.1 The bidder must have on its rolls the qualified manpower as mentioned below:

Role	Minimum Qualification and Experience	Minimum Number
Lead Partner / Domain Expert / Project Leader / Subject Matter Expert or equivalent	Total experience in AI / ML / DL / Data Science / Prompt Engineering / Generative AI shall be a minimum of 3 (three) years up to the last day of the month previous to the one in which the tender is invited. Shall be responsible for the functional understanding of the solution and shall be deployed on the project.	1
Project Manager	Total overall experience (involving different types of projects) shall be a minimum of 7 (seven) years. Relevant experience in AI / ML / DL / Data Science / Prompt Engineering / Generative AI as Project Manager shall be a minimum of 2 (two) years up to the last day of the month previous to the one in which the tender is invited. Both the above conditions are mandatory.	1
Generative AI Consultant or equivalent	Experience shall be a minimum of 2 (two) years up to the last day of the month previous to the one in which the tender is invited. The consultant must hold an expert level certificate from the proposed OEM (ML Ops Platform). Each named consultant shall have at least one project to his/her credit.	5

Note:

- The proposed Team should be on the payroll of the bidder company. The bidder shall submit copy of appointment letter, PF Statement, etc. in support for establishing the team member is on the payroll of the company.
- If an assignment has multiple components e.g., assignment in different areas under one or different sector shall be considered separately. However, bidder shall have to attached and flag the same separately under assigned category.
- Every project shall be considered against only one Generative AI Consultant. Submitted CVs shall clearly state the details of the project.
- In case the primary resource exits from the project, the bidder shall replace the resource with a resource of the same required experience with immediate effect.
- Details of manpower shall be furnished in Annexure-VII along with CVs in Annexure-VIII, both certified by the HR Head or competent authority of the bidder.

3.12 Any bid not meeting the above mentioned minimum eligibility criteria will be treated as non-responsive and will summarily be rejected.

4.0 One Bid per Bidder:

4.1 A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In



relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format.

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. More than 20% (twenty percent) of the voting share capital of the company which has submitted a bid, or
 - ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. Holds more than 20% (twenty percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

4.2 Conflict of Interest: Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:

- a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or vice-versa) in more than one bid shall result in the disqualification of all the bid;

4.3 Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in CIL for a minimum period of 12 (twelve) months from the date of issue of such letter.

Note: - However, debarment shall be done as per the 'Guidelines on Debarment of firms from Bidding' clause of the CC.

5.0 Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and CIL will in no case be responsible or liable for those costs.

5.2 The costs associated with the Business Presentation and the live demonstration of the Proof of Concept referred to at Clause 19.0 shall also be borne by the Bidder, and CIL will in no case be responsible or liable for those costs.

6.0 Site Visit (If required by the bidder)

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

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

6.3 In addition, the Bidder is encouraged to familiarise itself with the existing tender evaluation process of CIL and with the systems with which the proposed solution is required to integrate, and shall be deemed to have taken all such factors into account while quoting its rates.

7.0 Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed below as issued online by CIL and addenda issued in accordance with Clause 9.0 of ATC (ITB):

- Scope of Work/Bill of Quantities;
- Additional Terms & Conditions (Instructions to Bidders);
- Service Level Agreement/Conditions of Contract;
- GeM GTC and GeM SLA as linked in GeM Bid Document;
- Formats/Annexures as provided in ATC includes form of Article of Agreement;
- Guidelines on Debarment of firms from Bidding;
- Code of Integrity for Public Procurement
- Other documents, if required.

8.0 Clarification of Bidding Documents

8.1 Pre-bid meeting shall be held virtually through video conference as suitable on the scheduled date & time mentioned in portal and mode of meeting shall be published on GeM portal through corrigendum. The purpose of the pre-bid meeting is to clarify the issues and to answer questions on any matter that may be raised at that stage. Non- attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal at least 07 days before of the Bid Submission end date, which can be viewed by all interested Bidders.

Authorisation of representatives:

Delegates participating in the pre-bid conference must provide a photo identity and an authorization letter from their company/principals via email to Tender Inviting Authority, else they shall not be allowed to participate.

8.2 The Bidder may seek clarification/representation within the specified period through GeM Portal only. The 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 Department as per the GeM functionality.

8.3 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.

8.4 Bidders are to note that after the clarifications are given in the pre-bid conference, no further deviation shall be permitted, and all decisions taken by CIL in the pre-bid conference shall be binding on all Bidders. CIL shall not be under any obligation to respond to queries received after the date specified.

9.0 Corrigendum to Bid Document

9.1 Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

10.0 Language of Bid

10.1 All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/work order/agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate/work order/agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

11.0 Bid Prices

11.1 The Bidders shall offer for the whole Works mentioned in the Scope of work/Bill of Quantities. Based on quote submitted by the Bidder, CIL reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities/Bid Document. The cost of any other item/services, which are considered necessary for completion of the job as per defined scope of work, is deemed to have been included in the quoted lump-sum prices.

11.3 For the avoidance of doubt, the cost of all licences, models, tools, integration effort, data migration, training, documentation and post Go-Live support required for completion of the job as per the defined Scope of Work is deemed to have been included in the quoted lump-sum prices.

11.4 All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) and other levies payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by GeM Portal as per pre-defined logic.

11.5 All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder.

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

11.7 Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.

11.8 The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter

submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

11.9 However, in case Contractor is GST unregistered Bidder/dealer or GST registered under composition scheme in compliance with GST rules, the Bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

11.10 Input tax credit is to be availed by CIL/Subsidiary as per rule.

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

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the Contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to Company has been ascertained or at actuals, whichever is lower.

11.12 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account.

11.13 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

11.14 Bidders are also required to upload the price breakup of the lump-sum offering in the format uploaded under the designated section of the bid document. The price breakup shall be uploaded by the bidder in the Price Bid only. Disclosure of the quoted price / price breakup anywhere in the technical bid shall lead to summary rejection of the bid. In case of any discrepancy between the quoted total on the GeM portal and the Price Breakup total, precedence shall be given to the quoted value on the GeM portal.

12.0 Currencies of Bid and Payment

12.1 The unit rates and prices quoted by the Bidder shall be entirely in Indian Rupees (₹) only. No other currency shall be acceptable.

13.0 Bid Validity

13.1 Bid shall remain valid for a period of 120 days after the deadline for bid submission.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request that the Bidders may 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. A Bidder agreeing to the request will not be required or permitted to modify the bid.

14.0 Bid Security/Earnest Money Deposit:

14.1 Please refer Clause No. 3.1 (b) of ATC (ITB) above.

15.0 SIGNING AND SUBMISSION OF BID:

15.1 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 Company registered under Companies

Act and for Limited Liability Partnerships registered under Limited Liability Partnership Act. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

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

15.3 The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to Bidder), Service Level Agreement (Conditions of Contract), GeM GTC, GeM SLA of GeM Bid Document, 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 in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

15.4 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 on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. undertaking, annexures and Letter of Bid.

15.5 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.

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

15.7 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.

15.8 Deleted.

15.9 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.

15.10 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.

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

- 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).

Confirmatory Documents/Technical Clarification:

15.11 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.

15.12 Price Bid: The Price bid containing the Bill of Quantity will be lumpsum 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 but exclusive of GST based on the Applicability of ITC. The Price Bid Format is given in Annexure-XV

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

System for decision of cost to company:

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

15.14 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”.

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

15.16 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.

16.0 Deadline for Submission of Bids

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

16.2 CIL may extend the deadline for submission of Bids by issuing a Corrigendum, in which case, all rights and obligations of CIL and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17.0 Modification and Withdrawal of Bids

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

17.2 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 issuance of LOA with the following provision of penal action:

The penal actions are-

- 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 (1) year from participating in tenders in CIL. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
- 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 (1) year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:
- If the Bidder withdrawing his bid is other than H-1, the tender process shall go on.
- If the Bidder withdrawing his bid is H-1, then re-tender will be done.

18.0 Opening of Technical Bid

18.1 The Technical bid (Cover-I) will be opened on schedule date 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.

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

19.0 Evaluation of Tender

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

Evaluation of Tender-

19.2 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.

19.3 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.

19.4 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.

19.5 'Seeking/Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

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

19.7 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.

19.8 Deleted

19.9 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 considered for Technical scoring and corresponding marks given in Technical Evaluation Matrix as per Clause 19.2 (J) of ATC (ITB).

19.10 In case the Bidder(s) submit(s) requisite documents online as per Bid Document and Compliance with Eligibility Criteria as spelt out at clause no. 3.1 of ATC (ITB) of Bid Document. The Technical Evaluation as per criteria of evaluation and corresponding marks given in Technical Evaluation Matrix as per Clause 3.1 (g) of ATC (ITB).

19.11 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.

Techno-Commercial Evaluation — Presentation and Proof of Concept:

19.12 Bidders who are found to meet the eligibility criteria at Clause 3.1 shall be evaluated for detailed techno-commercial parameters as per the Technical Evaluation Matrix given below.

19.13 As part of the techno-commercial evaluation, a Business Presentation is to be made by the Bidder to a Committee of Senior Officers of CIL constituted for the purpose. The proposed solution components are to be submitted in the given format for all the products and/or cloud services proposed.

19.14 Bidder(s) would be called for the presentation at a notice of minimum 7 (seven) days. The presentation shall be made by the proposed team who shall be working on this assignment with CIL. A signed copy of the presentation needs to be submitted on that day for evaluation purposes.

19.15 As part of the presentation, the Bidder shall carry out a live demonstration of a Proof of Concept (PoC) for the automated tender evaluation process using Generative AI on sample tender documents (Notice Inviting Tender and offers) provided by CIL. The Bidder shall submit a PoC document stating (a) comparative statements generated, (b) technical queries generated, and (c) performance metrics / actual results.

19.16 The presentation and demonstration of the Bidders would be evaluated by the Committee of Senior Officers of CIL. The marks awarded by the Committee shall be final and no representation shall be made by any Bidder at any point in time.

19.17 Definition of Projects (for the purpose of marking at Items B2 and B3 of the Technical Evaluation Matrix below): Design / Development / Implementation of solutions using AI / ML / DL / Data Science / Prompt Engineering / Generative AI in any organisation in India. "Platform / Product OEM" means the OEM of the proposed ML Ops Platform.

19.18 Bidders shall submit their self-evaluation against the Technical Evaluation Matrix in the format at Annexure-XII. The self-evaluation is indicative only and shall not bind the Committee.

Technical Evaluation Matrix:

19.19 Bidders will be given a score out of 100 marks as per Technical Evaluation Matrix. Only those bidders, who obtain a Total Technical Score of 70 or above, out of 100 will be considered eligible for opening of Price Bid.

19.20 Marking will be done based on the following parameters:

Item	Points	Marks
A	Bidder Experience	75
A1	Bidder Resource strength in Gen AI & Certifications	20
A2	Experience of the Bidder in Gen AI	30
A3	Experience of key personnel deployed on the project by Bidder	15
A4	OEM Cloud Experience	10
B	Financial Credibility of Bidder	5
C	Presentation and Demonstration of GenAI capabilities	20
C1	Presentation on Functional Understanding, Technical Capabilities of Solution & Work Plan	10
C2	Demonstration of Proof of Concept (PoC) for Automated Tender Evaluation Process using Gen AI in CIL	10

Note: Only those bidders who secure a minimum of 50 marks out of the total 80 marks under Item A and B, collectively, shall be shortlisted and called for the Presentation and Live Demonstration as mentioned in Item C.

The detailed marking scheme shall be as under:



#	Criteria	Parameters	Documents to be submitted by the bidder during presentation	Total Marks
A1. Bidder Resource strength in Gen AI & Certifications				20
1	Bidder's Total Resource Strength — number of AI / ML / DL / Data Science / Prompt Engineering / Gen AI certified resources on the payroll of the company as on the last date of tender submission.	> 50 resources: 10 Marks > 25 and <= 50 resources: 7 Marks > 15 and <= 25 resources: 5 Marks > 5 and <= 15 resources: 3 Marks <= 5 resources: 1 Mark	Letter from HR Head of bidder	10
2	Organizational certifications and documented controls evidencing software development lifecycle practices.	Valid ISO/IEC 27001:2022 certificate: 2 marks Statement of Applicability (SoA) covering Control 8.25 and related secure development controls: 3 marks Valid CMMI Level 3 certificate or above: 2 marks Valid ISO/IEC 42001:2023: 3 marks	Bidder shall submit valid ISO/IEC 27001:2022 certificate and Statement of Applicability (SoA) evidencing applicability of Control 8.25 (Secure Development Life Cycle) and related secure development controls. Bidder may also submit valid CMMI certificate indicating maturity level.	10
A2. Experience of the Bidder in Gen AI				30

1	Number of projects* in India, each of value, in the last 3 years up to the last day of the previous month in which the tender is invited.	<p>Projects of value ₹5 Cr and above (1 project =5 marks)</p> <p>Projects of value < ₹5 Cr and >= ₹2 Cr (1 project = 3 marks)</p> <p>Projects of value < ₹2 Cr and >= ₹1 Cr (1 project = 2 mark)</p> <p>Projects of value less than 1Cr will not be considered for marking</p> <p>(Subject to a maximum of 20 marks)</p>	Documentation as mentioned in Note A below.	20
2	Experience of deploying AI in Procurement function Deployment of AI / GenAI-based enterprise solution specifically for Procurement function which shall include Bid evaluation including document verification, validation of tender specifications in Indian Central Government/State Government/PSU	Each Project carries 3 Marks	Project documents for deployment of such service for Procurement which shall include work order along with Completion certificate/ Satisfactory performance / go-live / client certificate indicating the implementation of required feature.	10
A3. Experience of key personnel who will be deployed on the project by the Bidder				15
1	<p>Role: Lead Partner or Domain Expert or Project Leader or Subject Matter Expert or equivalent.</p> <p>Total experience in AI / ML / DL / Data Science / Prompt Engineering / Gen AI</p>	<p>5 or more projects = 5 marks</p> <p>4 projects = 4 marks</p> <p>3 projects = 3 marks</p>	Documentation as mentioned in Note B below.	5



	should be a minimum of 3 years up to the last day of the month previous to the one in which the tender is invited.	2 projects = 2 marks 1 project = 1 mark		
2	<p>Role: Project Manager.</p> <p>Total overall experience (involving different types of projects) should be a minimum of 7 years. Relevant experience in AI / ML / DL / Data Science / Prompt Engineering / Gen AI as Project Manager shall be 2 years up to the last day of the month previous to the one in which the tender is invited. Both conditions are mandatory.</p>	<p>3 or more projects = 5 marks</p> <p>2 projects = 3 marks</p> <p>1 project = 1 mark</p> <p>Nil project = 0 marks</p>	Documentation as mentioned in Note B below.	5
3	<p>Role: Generative AI Consultant or equivalent.</p> <p>Experience should be a minimum of 2 years up to the last day of the month previous to the one in which the tender is invited. The consultant must have an expert level certificate from the proposed OEM (ML Ops Platform).</p>	<p>Bidders should have a minimum of 5 named Generative AI consultants who shall be deployed on the project, and marks shall be allocated taking the average number of projects per consultant:</p> <p>> 3 average number of projects = 5 marks</p> <p>> 2.5 and <= 3 = 4 marks</p> <p>> 1.5 and <= 2.5 = 3 marks</p> <p>> 1 and <= 1.5 = 2 marks</p> <p><= 1 average number of projects = 0 marks</p> <p>Subject to each consultant having at least one project each.</p>	Documentation as mentioned in Note B below.	5
A4. OEM Cloud Experience				10

1	OEM Platform implemented in any industry, one or more combination, in India in the last 3 years up to the last day of the month previous to the one in which the tender is invited.	Number of implementations (cloud): > 5 projects: 5 Marks > 3 and <= 5 projects: 3 Marks > 1 and <= 3 projects: 2 Marks <=1: No marks	Declaration from OEM with details of the projects mentioning industry name and the year of implementation.	5
2	Number of OEM certified resources on AI / ML Ops (in India) up to the last day of the month previous to the one in which the tender is invited.	>= 100 : 5 Marks >= 50 and < 100 : 3 Marks >= 25 and < 50 : 2 Mark < 25 : 1 Mark	Declaration from OEM.	5

Note A: The Bidder shall submit a declaration letter — signed by an authorised signatory viz. CEO / CFO / CMD / Country Head / Board Level Director / officer holding an equivalent position (to be certified by the Company Secretary in case of a company) / Lead Partner / Managing Partner (in case of LLP), and certified by a CA / Statutory Auditor — mentioning:

(1) details of the Client (name, location, contact details);

(2) Work Order date;

(3) brief description of works;

(4) % completed;

(5) total value of the completed work; and

(6) all the projects with the value of work order in descending order of contract value, subject to the maximum number of works specified against each item above.

In

case required, CIL may ask for the relevant work order and completion certificate or payment advice received till date for an ongoing project.

For ongoing projects, the total value of the Work Order shall be considered for evaluation purposes only after the project has gone live.

Note B: Total and industry experience of proposed manpower is to be certified by the HR Head (to be mentioned in signatures) OR by an authorised signatory from the HR department along with an authorisation letter from the CEO / CFO / CMD / Country Head / Board Level Director / officer holding an equivalent position (to be certified by the Company Secretary in case of a company) / Lead Partner / Managing Partner (in case of LLP). Every project will be considered against only one Generative AI Consultant. Submitted CVs shall clearly state the details of the project. No marks will be allotted if the details of the assignment do not meet the definition at Clause 19.17.

Note C: All declarations from the OEM shall be on their respective letterhead signed by their authorised signatory. “OEM” for the purpose of Item B4 means the OEM of the proposed ML Ops Platform.

**Definition of Project: Design / Development / Implementation of Solutions using AI/ML/DL/Data Science/Prompt Engg/ Gen AI(Generative AI) Implementation in any organization in India*

***Platform/Product OEM- Proposed ML Ops Platform*

#	Criteria	Parameters	Documents to be submitted by the bidder during presentation	Total Marks
B. Financial Credibility of Bidder				5
1	Financial turnover in any of the last three financial years. (The highest turnover of any of the last three years as submitted shall be considered.)	>= ₹50 Cr : 3 Marks >= ₹25 Cr and < ₹50 Cr : 2 Marks < ₹25 Cr : 1 Mark	Audited Balance Sheets (Profit & Loss Account Statement) indicating annual turnover.	3
2	Profitability during the last three financial years.	Net Profit(Profit After Taxes) in all 3 years — 2 Marks Net Profit(Profit After Taxes) in 2 of 3 years — 1 Mark Net Profit(Profit After Taxes) in 1 of 3 years— 0.5 Mark	Audited Balance Sheets (Profit & Loss Account Statement).	2

Definitions: (i) Turnover — for the purpose of marking, Revenue from Operations as per Schedule III of the Companies Act, 2013 shall be considered as Turnover. (ii) Where the Balance Sheet / Profit & Loss Account statement for only 1 or 2 years is submitted, Nil marks shall be considered for the years for which required details were not submitted. (iii) Documentation to be submitted in similar lines as asked in the Eligibility Criteria at Clause 3.1.

#	Criteria	Parameters	Documents to be submitted by the bidder during presentation	Total Marks
C1. Presentation and Demonstration				10

1	<p>Functional understanding of the solution.</p> <p>Presentation should be given by the Lead Partner / Domain Expert who shall be deployed on the project by the Bidder.</p>	<ul style="list-style-type: none"> • The bidder is required to make a detailed presentation on the business process of tender evaluation in CIL and related business requirements, which need to be developed and delivered using GenAI and other digital tools, as part of the Scope of Work. • The bidder should also cover operational constraints, Government policies and regulations, if any, on Generative AI transformation during the presentation. 	Signed copy of Presentation	2
2	<p>Technical capabilities of proposed solution.</p> <p>Presentation should be given by the Lead Partner along with the Technical Manager.</p>	<ul style="list-style-type: none"> • The technical details of the solution including technical architecture and all underlying modules of the Generative AI Management Suite, and integration with Active Directory, GeM Portal, CIL e-tendering website, SAP ERP and other systems etc. • Technical capability of the proposed CSP, OEM / SaaS, LLM, AI, ML, DL and Gen AI etc. • Solution architecture in detail for every component of the proposed solution including security architecture and high availability. • Change Management, Service Management, Exit Management & Migration. • Demonstration of the proposed SaaS / Platform with test data, demonstrating application capabilities, performance (response time), user interface, ease of use, reporting / dashboards etc. • The bidder may include an OEM expert in the presentation. 	Signed copy of Presentation	5

3	<p>Work plan and Quality of Approach.</p> <p>Presentation should be given by the Lead Partner along with the Project Manager.</p>	<ul style="list-style-type: none"> • Detailed Project Execution Plan using Gantt Chart etc. • Resource planning and positioning. • Cut-off plan. • Assessment of quality of team based on interaction and leading questions during the presentation. • Bidder's experience in any industry and shared learning that will be applicable in the CIL Generative AI context, including assessment of quality and relevance proposed for CIL Generative AI. 	Signed copy of Presentation	3
C2. Proof of Concept (PoC) for Automated Tender Evaluation Process using Gen AI in CIL				10
1	<p>Accuracy & Performance of Bid Analysis.</p> <ul style="list-style-type: none"> • Sample Tender Along with Offers will be provided for Live Demonstration as per 3.A.9 of Scope of Work • The generative AI system should accurately analyse and compare bids based on predefined criteria. • Precision and recall metrics will be considered to evaluate the system's ability to identify relevant information and discrepancies in bids. • Time taken to open and process bids. • Time taken to generate TQs. 	<p>Accuracy in identifying critical parameters (e.g. PO related parameters, financial turnover, etc.) as part of eligibility and technical evaluation.</p>	<p>Live demonstration of the tender evaluation using GenAI / associated digital tools.</p> <p>PoC document stating —</p> <ul style="list-style-type: none"> (a) Comparative statements (b) Technical Queries generated (c) Performance metrics / actual results 	10



Note: Bidders will be evaluated based on overall performance against the evaluation criteria and parameters outlined above. The bidder's documentation, proposal and demonstration will collectively contribute to the final assessment.

Note: Only those bidders who secure a minimum of 50 marks out of the total 80 marks under Item A and B, collectively, shall be shortlisted and called for the Presentation and Live Demonstration as mentioned in Item C.

19.21 The firm(s) scoring a minimum of 70 points out of a maximum of 100 points on the technical Bid shall then be stated as “technically qualified”.

19.22 In case none of the Bidder(s) complies with the technical eligibility criteria as per Bid Document or none secures the minimum 70 marks out of 100, 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).

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

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

Price Evaluation (Part II)

1 Net landed prices will be arrived at after including GST, as indicated in the BOQ, for evaluation purposes.

2 The bid having the lowest Price Bid shall be termed as the lowest evaluated bid and will be awarded 100 marks. Financial score of other bidders will be calculated on the basis of the following formula:

$\text{Financial score of other bidder} = \text{Price Bid of lowest bidder} \times 100 / \text{Price Bid of the other bidder}$
--

Evaluation of Bids for Total Score

1 Net Technical score of the bidders will be calculated on a pro-rata basis assuming highest score (Thigh) as 100 and calculating technical score of other bidders as below:

Net Technical Score of a bidder =

$(\text{Technical Score of the bidder say T} / \text{Highest Technical Score say Thigh}) \times 100 =$

$(T / \text{Thigh}) \times 100$ (refer example below), where T is the technical score of other bidder and Thigh is the highest technical score.

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

$\text{Total score} = (0.70 * \text{Net Technical score}) + (0.30 * \text{Financial score})$
--

3 The bidder whose bid has secured the highest “Total Score” as per above will be considered as successful bidder.

4 In the above calculations of evaluation of bids for Total Score, score will be rounded to one decimal.

As an example for reference purpose (the rank provided by the GeM Portal shall be final), the following procedure will be followed for evaluation.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to one RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable.

Using the formula of $(T/\text{Thigh}) \times 100$ (Where Thigh is the score of highest technical scorer i.e. score 90 of bidder C), following points were given to each bidder:

A: $(75/90) \times 100 = 83.33$

B: $(80/90) \times 100 = 88.88$

C: $(90/90) \times 100 = 100$

Financial proposals were opened for technically qualified bidders. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: ₹ 120

B: ₹ 100

C: ₹ 110

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $(100 / 120) \times 100 = 83.33$ points

B: $(100 / 100) \times 100 = 100.00$ points

C: $(100 / 110) \times 100 = 90.90$ points

In the combined evaluation, thereafter, the evaluation committee calculated the Total score as under:

A: $83.33 \times 0.70 + 83.33 \times 0.30 = 83.33$ points.

B: $88.88 \times 0.70 + 100 \times 0.30 = 92.216$ points.

C: $100 \times 0.70 + 90.9 \times 0.30 = 97.27$ points.

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

Proposal C: 97.27 points

Proposal B: 92.216 points

Proposal A: 83.33 points

Proposal C at the evaluated highest score of 97.27 was, therefore, declared as a successful bidder and recommended for approval to the competent authority.

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

6 Purchase Preference to MSE & MII shall not be applicable due to QCBS based evaluation.

19.25 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 H-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

19.26 After financial concurrence of TCR and competent approval, the LOA in favour of the H-1 Bidder will be issued and the scanned copy of the same shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

(A) Logical End of online created Tender: Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.

(B) If H-1 Bidder backs out (i.e. Techno commercially established H-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

However, debarment shall be done as per the 'Guidelines on Debarment of firms from Bidding' clause of the CC.

19.27 Since the tender is on QCBS basis, Reverse Auction (RA) is not applicable.

21.0 Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned.

21.2 It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract.

21.3 Any effort by a Bidder to influence CIL's processing of Bids or award decisions may result in the rejection of his Bid.

21.4 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

22.0 Examination of Bids and Determination of Responsiveness

22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one: -

- which affects in any substantial way the scope, quality, or performance of the works;
- which limits in any substantial way, inconsistent with the Bidding documents, CIL's rights or the Bidder's obligations under the Contract; or,
- whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

22.2 If a Bid is not substantially responsive, it may be rejected by CIL at its sole discretion.

22.3 The Bid is liable to be rejected in case of any deviation with respect to technical specification requirements or in case of non-submission of any annexure, declaration or document required in the tender.

23.0 Evaluation and Comparison of Bids

23.1 The CIL will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.0 of ATC (ITB).

23.2 The evaluation of Bid, by CIL shall be done as per Clause No. 19.0 of ATC (ITB).

23.3 CIL reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

23.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny/technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

23.5 Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. H-1 will be decided on the basis of QCBS based evaluation system.

24.0 Award Criteria

Subject to Clause 23.0 of ATC (ITB), CIL will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has emerged as highest scorer (H-1) bidder on the basis of QCBS based evaluation system, provided that such Bidder has been determined to be:

- a) eligible in accordance with the provisions of Clause 2.0 of ATC (ITB); and
- b) qualified in accordance with the provisions of Clause 3.0 of ATC (ITB).

25.0 Employer's Right to Accept Any Bid, Negotiate and to Reject Any or All Bids

25.1 Notwithstanding Clause 24.0 of ATC (ITB), CIL reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CIL's action.

(A) Negotiations

25.2 Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the 'H-1 bidder', who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

- A. Where the procurement is done on nomination basis;
- B. Procurement is from single or limited sources;
- C. Procurements where there is suspicion of cartel formation which should be recorded; and
- D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with H-1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

I) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/Subsidiary based on the recommendations of the Tender Committee. Convincing reasons must be recorded by the authority recommending negotiations. The Competent Authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.

II) Deleted

III) After the Competent Authority or Tender Committee has decided to call a specific bidder for negotiation, the following procedure should be adopted:

- A. Negotiations must be carried out by the Competent Authority or Tender Committee only;
- B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- C. The bidder to be called in for negotiations should be addressed as per the format of letter laid down in the relevant Annexure of Bid Document, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation; A negotiations meeting should be started only after obtaining a signed declaration from the negotiating bidder and Revised bids should be obtained in writing from the selected bidders at the end of the negotiations and same shall be recorded on GeM Portal. The revised bids so obtained should be read out to the bidders or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

(B) In case, negotiation with H-1 does not yield a reasonable rate, re-tendering should be done straightway.

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the H-1 Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

25.3 Award of work to multiple H1 bidders:

i) If there are more than one highest scorer bidder & splitting up of the work will not be done, selection of H-1 may be decided based on the lowest amount quoted by such bidder.

26.0 Notification of Award and Signing of Agreement:

26.1 The Bidder/Seller, whose Bid has been accepted, will be notified/communicated by the Company/Buyer through communication of LOA prior to expiration of the Bid validity period and subsequent generation of GeM contract on the portal.

26.2 This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

26.3 The communication of LOA through email shall be mandatory.

26.4 The issuance and communication of LOA will constitute the formation of the Contract. (The LOA shall at all time supersede the Contract Generated on GeM Portal).

26.5 The Agreement between the Employer and the successful Bidder shall be executed within 14 days of confirmation of Performance Security and Additional Performance Security (if any) submitted by the Contractor as per contract conditions.

26.6 No payment for the work shall be made before execution of this agreement. The invoicing of the first payment bill shall be done through the GeM Portal, and all subsequent payments of the work (for all invoices) shall be made outside the GeM Portal.

26.7 The successful Bidder shall execute the Non-Disclosure Agreement at Annexure-XI on non-judicial stamp paper of appropriate value prior to or at the time of execution of the Agreement. No data of CIL shall be shared with the Contractor before execution of the NDA.

26.8 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of ATC (ITB).

26.9 The work order shall be issued by the HoD (CMC), CIL after submission of the Performance Security and Additional Performance Security (if any) by the Contractor, with the following details: (A) time schedule for execution of the formal written Agreement; and (B) any other salient detail as per the standard format.

26.10 The Contractor shall commence the work from the date "T", being the date of execution of the Agreement or the forty-fifth (45th) day from the date of issue of the LOA, whichever is earlier, save where the delay in execution of the Agreement is attributable to CIL. The implementation schedule in the Scope of Work shall be reckoned from T, and the date of execution of the Agreement shall be recorded in the signed Agreement.

27.0 Performance Security/Security Deposit

Security Deposit shall consist, Performance Security to be submitted at award of work to the CMC Division, CIL.

The Security Deposit shall bear no interest. For details refer Conditions of Contract.

28.0 Deleted

29.0 Legal Jurisdiction

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Kolkata High court only.

30.0 Downloading bid document

i) The Bidders will download the Bid documents from the GeM portal. 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.

ii) Deleted.

iii) 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.

31.0 e-Payment

The Bidder has to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful Bidders/Bidder are required to submit an Authorization form (annexure-IV) duly signed for e-payment to them at the time of signing of Agreement/at the time of bidding.

32.0 Change in the Constitution of Contracting Agency

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

33.0 Miscellaneous

33.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

33.2 The site for work may be made available in parts.

33.3 Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

33.4 Provisions related to instructions to bidder shall be a part of agreement.

34.0 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

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.

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 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 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 Joint Venture where any member of the 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 persons, 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 persons, 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 (d) 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.

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

Annexure I: Pre-contract Integrity Pact

INTEGRITY PACT

Between

Coal India Limited hereinafter referred to as “The Principal,” and _____ hereinafter referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/ PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers,” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

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

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant BNS/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or

reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

Place ----- Date -----

(For & On behalf the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign Nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish on correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

Annexure II: (Proforma for CIPP)

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S THROUGH BSC SHEET

Code of Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers should observe the highest standard of ethics and should:

- a) **not indulge** in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv) **“Coercive practice”**: harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v) **“Conflict of interest”**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
 - vi) **“Undue Advantage”**: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm²⁴) provided services for the need assessment/ procurement planning²⁵ of the tender

process in which he is participating;

- vii) **“Obstructive practice”**: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;
- b) **proactively disclose**, whether asked or not, in a tender document:
 - i) Procuring authorities as well as bidders, suppliers, contractors, and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
 - ii) All bidder must declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
 - iii) The Contractor/Consultant must disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format given in the Tender Document.

3. Professionalism and Unfair Competitive Advantage

- a) **Professionalism**: The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity’s interest paramount above his/ its own corporate interests and above any consideration for future work, strictly avoiding any conflicts of interest.
- b) **Unfair Competitive Advantage**: Fairness and transparency in the selection process require that the consultants or their affiliates competing for a specific assignment do not derive an unfair competitive advantage from having provided consultancy services related to the assignment in question. Such unfair competitive advantage is best avoided by full transparency and by providing equal opportunity so that all firms or individuals interested or involved have full information about a service assignment and its nature, scope, and background information. To that end, the request for proposals and all information should be made available to all short-listed consultants simultaneously.
- c) Therefore, without limitation on the generality of the foregoing, and unless stated otherwise in the RfP document, Consultants (including its experts and sub— consultants) or its allied firm shall not be eligible for any assignment that,
 - i. by its nature, may be in conflict with another assignment of the consultant or its

- allied firm for the same or for another Procuring Entity.
- ii. A Consultant or any of its affiliates/ allied firms that has been engaged by the client to provide goods, works, or non-consultancy services for a project, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non-Consultancy services.
- iii. Conversely, a Consultant or any of its affiliates/ allied firms hired to provide consultancy services for the preparation or implementation of a project, shall be disqualified from subsequently providing goods or works or non-consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;

d) Punitive Provisions

Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity concludes that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement
 - i. Forfeiture or encashment of bid security;
 - ii. calling off of any pre-contract negotiations; and
 - iii. rejection and exclusion of the bidder from the procurement process
- b) If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
 - iii. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- c) Provisions in addition to above:
 - i. Removal from the list of registered consultants and debarment of the bidder from participation in future procurements of the Procuring Entity for a period for a period not exceeding two years;
 - ii. In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

NOTE FOR INFORMATION TO THE BIDDERS: Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation (BSC) Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

Annexure III: Proforma of Bank Guarantee for Performance Security

To,

.....

.....

Re: Bank Guarantee in respect of Contract No.....Dated..... Between..... (Name of the Company) and..... (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per LOA..... dated (herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its Branch/Office at..... have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.

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

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the

Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

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

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

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name)

(Designation)

(Code)

(Address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at..... (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

Instructions to Bidders for BG

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of Coal India Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii) (Company name) has chosen (Bank name) and (Bank name) to act advising/beneficiary bank of (Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***

* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned.

** Name of Department of the Area/HQ, to which the Bid Document is concerned, is to be mentioned.

*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned. **The details shall be provided after award of contract.**

- i) The Supplier/Contractor/Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the(Bank name) (IFSC-_____) or(Bank name) (IFSC-_____), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _____to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of Coalfields Limited at (as the case may be) by Speed Post/Registered Post (AD).

**Annexure III-A: DRAFT PROFORMA OF INSURANCE SURETY BOND FOR
PERFORMANCE SECURITY/ADDITIONAL PERFORMANCE SECURITY (if applicable)**

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act, as applicable)

To

Re: Insurance Surety Bond in respect of Contract No/NOA No. _____ Dated _____

Between (Name of the Company) _____ and (Name of the Contractor/Seller)

WHEREAS (Name and address of the Contractor/Seller)

_____ (hereinafter called "the Contractor/Seller") has entered into a contract made as per Notification of Award/Supply order/letter of acceptance dated _____ (hereinafter called the said contract) with (name of the Company) _____ (hereinafter called "the Company") to execute (name and brief description of supply order/work) _____ on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor/Seller shall furnish a Performance Security/Additional Performance Security (if applicable) in the shape of Insurance Surety Bond from an Insurer/Surety Company registered with and approved by the Insurance Regulatory and Development Authority of India (IRDAI) to issue surety bonds, for a sum of Rs. _____ as security for due compliance and performance of the terms and conditions of the said Contract.

We (name of the Insurance Company/Surety) _____ having its Registered Office/Branch Office at _____ have, at the request of the Contractor/Seller, agreed to furnish this Insurance Surety Bond by way of Performance Security/Additional Performance Security (if applicable).

NOW, THEREFORE, we the Insurance Company (hereinafter called "the Surety") hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Surety do hereby irrevocably guarantee and unconditionally agree that the Surety shall on its first written demand, and without any objection, demur and without any reference to the Contractor/Seller, pay to the Company the said sum of _____ or such portion as shall then remain due without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Surety to pay the sum, or the Company having failed to compel such payment by the Contractor/Seller.

Any such demand shall be conclusive as regards the liability of the Contractor/Seller to the Company and as regards the amount payable by the Surety under this Bond. The Surety shall not be entitled to withhold payment on the ground that the Contractor/Seller has disputed its liability to pay or has disputed the quantum of the amount or that any settlement of dispute proceeding is pending between the Company and the Contractor/Seller regarding the claim.

The Surety further agrees that the Bond shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be _____ day of _____, but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor/Seller and the Company, the Surety shall renew the period of the Insurance Surety Bond failing which it shall pay to the Company the said sum of _____ or such lesser amount of the said sum of _____ as may be due to the Company and as the Company may demand.

This Bond shall remain in force until the dues of the Company in respect of the said sum of Rs. _____ and Company's interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor/Seller and discharged the guarantee.

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

This Insurance Surety Bond shall also be operative at our Office located at _____ (detailed address), from whom, confirmation regarding issue of this Bond or extension/renewal thereof shall be made available on demand.

Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the issuing office/operative office of the Surety, which shall be deemed to be a sufficient demand notice. Surety shall effect immediate payment thereof forthwith through electronic fund transfer to CIL's designated bank account.

The details of outstation office of the Insurance Company/Surety issuing the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:

ii) IRDAI Registration No.: _____

iii) GSTIN: _____

iv) Telephone No.: _____

v) Fax No.: _____

vi) Email ID: _____

The details of Local Operating Office (if any) of the Insurance Company/Surety issuing the Insurance Surety Bond are as below:

i) Complete Postal Address with PIN Code:

ii) IRDAI Registration No.: _____

iii) GSTIN: _____

iv) Telephone No.: _____

v) Fax No.: _____

vi) Email ID: _____

Whenever there is change in postal address and/or other details of this office issuing the Bond and/or the operative office, we (the issuing Insurance Company/Surety) will ensure to intimate the respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

The Surety hereby undertakes that it shall be the primary and sole responsibility of the Surety to transmit the original executed Insurance Surety Bond (along with requisite non-judicial stamp paper/e-stamp certificate and digital verification credentials) directly to the Company/Coal India Limited (or its designated Subsidiary/Area Office) through Registered Post/Speed Post/secure authorized courier, with an advance authenticated copy transmitted via official corporate email domain of the Surety to the designated email address of the Company. Any physical submission routed through the Contractor shall only be deemed provisional and operative upon receipt of direct official confirmation and original documentation from the Surety.

The Surety unconditionally and irrevocably agrees, confirms, and covenants that upon making any payment to the Company under this Bond, the Surety shall have no right of subrogation, indemnity, lien, set-off, counter-claim, or any recourse whatsoever against the Company/Coal India Limited, its directors, officers, or representatives in respect of any such sums paid or any dispute arising out of or in connection with the underlying Contract. The Surety's rights of subrogation, recovery, or reimbursement, if any, shall be enforceable strictly and exclusively against the Contractor and its assets, and the Surety shall not implead or hold the Company liable in any recovery, arbitral, or judicial proceedings initiated against the Contractor.

Clause for Verification and Authenticity of Insurance Surety Bond: The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain ([official email of Surety]) to the Company's designated email address ([official email of CIL]), validating the Bond number, secured amount, and validity period preferably within 5 working days. The Surety further undertakes that the authenticity of this Bond can be independently verified by the Company via the digital QR code/secure verification URL embedded on this document or through the official IRDAI-registered online portal of the Surety. The Surety shall not dispute, delay, or repudiate any liability or demand on grounds of internal procedural non-compliance, defective authority, or communication delay.

Matter relating to any dispute or difference arising out of this Surety Bond shall be subject to the jurisdiction of _____ court only. The laws applicable to this Surety Bond shall be the laws in force in India.

Notwithstanding anything contained herein the liability of the Surety under this Bond is restricted to Rs. _____. The Bond shall remain in force till the day of _____ and unless the Bond is renewed or claim is preferred against the Surety on or before the said date all rights of the Company under this Bond shall cease and the Surety shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* Kindly refer the relevant clause of respective Manual for validity period of Insurance Surety Bond.

NOTE: A claim period of 90 days beyond validity period is to be provided by the Surety.

This Bond will not be discharged due to the change in the constitution of the Insurance Company/Surety or the Contractor/Seller.

We hereby declare that we are authorised to execute this Insurance Surety Bond.

Signed and sealed this _____ day of _____ at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company/Surety by:

(Signature): _____

(Name): _____

(Designation): _____

(Code): _____

(Address): _____

“The Insurance Surety Bond as referred above shall be operative at our office at _____ payable at _____.”

(Bid Document shall specify town/city of the operative office. Insurance Surety Bond shall specify name of the office with address of the specified town/city)

NOTE:-

1. The department shall ensure extension of Bond period in case of extension of time.
2. Official CIL/Subsidiary e-mail IDs should be specified in the NIT/Contract with a stipulation that claims shall be lodged only through the designated official e-mail ID.
3. The Surety shall be required to remit the claimed amount within 24 (Twenty-Four) hours of lodging of the claim through the designated official email ID.
4. The Surety shall, upon issuance or any renewal/amendment hereof, transmit an independent confirmation directly from its official corporate email domain to the Company's designated email address, validating the Bond number, secured amount, and validity period preferably within 5 (five) working days.

Annexure IV: Mandate Form for Electronic Fund Transfer/Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

City..... Pin Code.....

E-mail Id

3. Permanent Account Number

4. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
IFS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

5. Date from which the mandate should be effective:

I/We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/We shall not hold the Authority responsible. I/We also undertake to advise any change in the particulars of my/our account to facilitate updation of records for purpose of credit of amount through SBI NEFT/RTGS transfer. I/We agree to discharge the responsibility expected of me/us as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/us.

Place:

Date:

Signature of the Bidder/Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)

Annexure V: (Proforma for Letter of Bid)

ACCEPTED UNCONDITIONALLY BY BIDDER/S THROUGH BSC SHEET

To,

The Tender Inviting Authority

Coal India Limited,

Coal Bhawan Premise No-04 MAR,

Plot No-AF-III, Action Area-1A,

Newtown, Rajarhat,

Kolkata-700156, India

Sub: Letter of Bid for the work/Service “Design, Development, Implementation and Maintenance of AI-assisted Tender Evaluation Solution for Coal India Limited”

Ref: No.:

Dear Sir,

1. This has reference to above referred bid. I/we have read and examined the bid documents including conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the GeM portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid documents.
3. I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.
4. I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.
5. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
6. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.
7. I/We hereby authorize department to seek references/clarifications from our Bankers.
8. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
9. If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us, including termination of the Contract Agreement, forfeiture of all dues including the Security Deposit, for which I/We shall have no claim against CIL/Subsidiary.
10. This bid and your subsequently issued LOA shall constitute a binding contract between us and Coal India Limited.
11. Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Coal India Limited shall, without prejudice to any other right or remedy, be at liberty to” cancel the LOA and

to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of twelve (12) months”.

12. We understand that CIL is not bound to accept the highest scorer (H-1) or any bid it may receive. We acknowledge the right of CIL to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We, hereby, declare that only the company, persons or firms interested in this proposal as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this proposal or in the contract to be entered into, if we are awarded the Contract, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is, in all respects, for and in good faith, without collusion or fraud.

Annexure VI: (PROFROMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, local supplier status of the bidder, CIPP etc.

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of (Name of Company viz. Coal India Limited/Subsidiary).

OR

The details of relatives of Myself/Our Partners/Directors working as employee of (Name of Company viz. Coal India Limited/Subsidiary) is as follows:

- a. Name of the employee
- b. Place of posting
- c. Department
- d. Designation
- e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step- Brother/ Sister / Step-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities, as per requirement of the Bid Document, and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

Or

I/We hereby undertake that we shall initiate and complete the registration process with the CMPF/EPF authorities, if applicable, as per the requirements of the Bid Document before the payment of first running on account bill and ensure compliance with all statutory obligations, including timely payment of dues, as required under law.

*** Delete whichever is not applicable.**

3. ** I/We am/are not debarred or banned or delisted by DoE/ Ministry of Coal/ Coal India Limited for pan CIL/ respective Company [*TIA to Enter the Name of subsidiary/Company*], as applicable, which shall not affect the eligibility / qualification in the instant tender.
4. **I/We have not been debarred by any procuring entity for violation of 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.

OR

**I / Wehave been debarred by.....(name of procuring entity) for violation of 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 for a period of.....year/s, effective from to.....

****Delete whichever is not applicable.**

Note: A bidder who has been debarred by any procuring entity for violation of 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 not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

5. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by..... (name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

***Delete whichever is not applicable**

6. You are required to give details of all 'allied' firms that come within the sphere of effective influence based on the following criteria, if applicable:

- a) You, being a proprietary firm, own it,
- b) You, being a partnership firm, have common (all or majority of) partners, or any one of partners having a profit share of 20% or more in it.
- c) You have common Management (say the majority of the directors) with it.
- d) Your partners or directors have a majority interest in its management;
- e) You have a controlling voice by owning substantial or majority (20% or more) shares in it.
- f) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.
- g) You are a successor/ subsidiary to it or vice-a-versa;
- h) You have common offices/ manufacturing facilities with it.

I / We do not have any allied firms that come within the sphere of effective influence based on the above-mentioned criteria.

Or

I/ We have the following allied firms that come within the sphere of effective influence based on the above-mentioned criteria:

Sl. No.	Name of Allied firms	PAN	Remarks

7. **Certificate 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 –**

I have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

8. *I/we do not have multiple business verticals within a State.

Or

*I / We have been 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 are as follows:

a) _____

b) _____

***Delete whichever is not applicable**

9. Details of the bidder's GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable:

i. Designation:

ii. Address:

iii. E-mail:

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners/members of the firm etc. from Bidding, as per the Bid Document.

(Signature for & On behalf of Bidder) (Office Seal)

Annexure VII:

PROFESSIONAL QUALIFICATION OF TEAM MEMBERS

Number of Professional/Manpower of the Applicant with experience as per ATC (ITB)

Sl. No.	Name of the Personnel	Number of Years of Experience as required in clause 3.11	Type of Work Done	Highest Educational Qualifications	Whether CV Attached (Y/N)
1					
2					
3					
4					

Note:

CV of the above Personnel to be attached as per Annexure VIII. Personnel whose CV has not been attached will not be considered for Technical Scoring

The Bidder has to submit updated version of this Annexure to CIL in case of change in employment of the professional/manpower enumerated in this Annexure at the time of bid submission. The experience of the replacing Personnel (Professional/Manpower) should not be less than the experience of the Personnel enumerated in this Annexure.

(Sign. & Seal of Authorized Signatory)

Place:

Date:

Annexure VIII:

(FORMAT FOR CURRICULUM VITAE (C.V) OF THE PROFESSIONAL TEAM MEMBERS)

Bidder's Name:

Name:

Father's Name:

Date of Birth:

Number of Years of Experience as per NIT Docs.:

Educational Qualifications:

Details of Experience (Including experience in present organization)

Name of Company/Organization	Designation/ Position held	From (date)	To (date)	Nature of Jobs/ Work handled
---------------------------------	-------------------------------	-------------	-----------	---------------------------------

(i)

(ii)

Details of Completed Assignments:

Signature Date:

(Countersigned by the authorized representative of Bidder)

Annexure IX: Manufacturer's Authorisation Form (MAF)

(To be submitted on the letterhead of the Cloud Service Provider, as applicable)

Tender Ref:

To,

The Tender Inviting Authority,
Coal India Limited,
Coal Bhawan, Premises No. 04-MAR, Plot No. AF-III,
Action Area-1A, Newtown, Rajarhat, Kolkata – 700156, India

Dear Sir / Madam,

We,, with our principal place of business located at, are an established and reputed manufacturer / provider of products / services, having factories / development facilities at various locations globally.

We confirm that the following company, ("Bidder"), is our authorised channel partner in India.

We hereby authorise the Bidder to bid, negotiate and conclude a contract with you pursuant to the above-referenced Tender, for supply of products / services and related software manufactured / developed by us.

We confirm that we will support them in all respects for supply, warranty, and maintenance of the said products / services, in accordance with our standard terms.

We certify that the quoted products / services of our Company and the related software are not 'end of life' as of the date of submission of the bid, and that the quoted products and related software will not be declared 'end of support' for a duration of 7 (seven) years from the date of submission of the bid.

We undertake that, in case of default by the Bidder in execution of their obligations under the above-referenced Tender with respect to the delivered products, we will ensure to make alternative arrangements through another authorised partner, to ensure continued support for the delivered products / services, as per the terms of the above-referenced Tender.

Sincerely,

Name:

Designation:

Place:

Date:

(Signature and seal of the authorised signatory of the CSP)

Annexure X: Compliance Certificate regarding Malicious Code

(To be submitted by the Bidder on its letterhead)

Tender Ref:

(a) This is to certify that the software being offered as part of the contract does not contain embedded malicious code that would activate procedures to:

6. inhibit the desired and designed function of the equipment;
7. cause physical damage to the user or equipment during exploitation;
8. tap information resident or transient in the equipment / network.

(b) The firm will be considered to be in breach of the procurement contract in case physical damage, loss of information, or infringement related to copyright and Intellectual Property Rights (IPR) is caused due to activation of any such malicious code in embedded software.

(c) We further certify that the models, libraries, packages and other third-party components incorporated in the offered solution are free from known malicious code and are used in compliance with their respective licences.

Date:

Signature of Bidder with Seal:

Name and Designation:

Phone:

E-mail address:

Annexure XI: Format for Non-Disclosure Agreement (NDA)

(To be executed by the successful Bidder on non-judicial stamp paper of appropriate value. Bidders are required to accept this format through the Bid Submission Confirmation Sheet at the bidding stage.)

THIS AGREEMENT is made this between:

COAL INDIA LIMITED, a company registered in India under the Companies Act, 1956, having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot No. AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata – 700156 (hereinafter referred to as the “Corporation”, which expression shall include its successors and assigns) of the one part;

AND (hereinafter referred to as the “Contractor”, which expression shall include its successors and assigns) of the other part.

WHEREAS the Corporation has awarded to the Contractor, under the contract dated (hereinafter “the Contract”), the work of “Design, Implementation and Maintenance of an Artificial Intelligence (AI) assisted Tender Evaluation Solution for Coal India Limited”;

AND WHEREAS for performance under the said Contract the Contractor will be exposed to, and will be made available, substantial proprietary and confidential information of the Corporation, including tender documents, bids received from bidders, evaluation records and related data;

AND WHEREAS the Corporation would like to ensure the confidentiality of such disclosures and the proprietary interests therein;

NOW, THEREFORE, in consideration of the said premises, the parties hereto agree as follows:

1. “Confidential Information” shall include any and all information, material, ideas and concepts, whether proprietary or not, in whatever form, tangible and intangible, known or available to, or acquired, developed or accumulated by or for the Corporation, or otherwise forming part of the pool of knowledge or information of the Corporation, or applied by the Corporation for the conduct of its business or affairs, including but not limited to: (a) parameters and information relative to the design, sizing or operation of the systems, sub-systems and software that are in place; (b) all Notices Inviting Tender, bids, offers, price information, evaluation records, comparative statements, technical queries and Tender Committee proceedings of the Corporation; (c) improvements, modifications and customised versions of procedures or plans developed by incorporating and/or utilising the data and information belonging to or furnished by the Corporation; and (d) any and all information that has or could have commercial value or other utility in the business in which the Corporation is engaged, the unauthorised disclosure of which could be detrimental to the interests of the Corporation, whether or not such information is identified as Confidential Information by the Corporation.
2. The Contractor undertakes that all Confidential Information delivered to, received by, made available to, or acquired by it pursuant to the said Contract: (a) shall be held in strict confidence and not used, reproduced or disclosed in whole or in part or in any form except as herein authorised or as may be later authorised in writing; (b) shall not be distributed, disclosed or disseminated in whole or in part or in any form by the Contractor to any person or authority except its own employees in discharge of their duties, who have given or are bound by an appropriate undertaking of secrecy no less stringent than the undertakings of the Contractor in terms hereof; and (c) shall be treated by the Contractor with the same degree of care to avoid disclosure to any third party as it would with respect to the Contractor’s own information of like importance.
3. The provisions of Clause 2 shall not apply to any portion of the Confidential Information which: (a) is already in the public domain or becomes available to the public through no breach of this Agreement; (b) was in the Contractor’s possession prior to the disclosure hereunder or development pursuant to the Contract; or (c) is received by the Contractor independently from a third party who is lawfully in possession of it and free to disclose such information without restriction. Confidential Information shall not be deemed to be in the public domain merely because any part of it is embodied in general disclosures, or because individual features, components or combinations thereof are now or in future come into the public domain.
4. The Contractor will be entitled to disclose Confidential Information if, and to the extent, required by any applicable law or an order of a court, government or intergovernmental agency, or other official judicial or regulatory body of competent jurisdiction, provided that the Contractor will (except to the extent expressly prohibited by such law or order): (a) notify the Corporation prior to such disclosure, specifying the Confidential Information required to be disclosed and to whom; (b) cooperate with the Corporation to prevent or limit such disclosure to the extent reasonably practicable; and (c) use reasonable endeavours to ensure the Confidential Information is kept confidential.

5. The Contractor shall not transmit, store, process or cause to be processed any Confidential Information outside the territory of India, and shall not transmit any Confidential Information to any externally hosted service, model or application programming interface, except with the prior written approval of the Corporation.
6. Upon completion of the said Contract, or its earlier determination, or on the request of the Corporation, the Contractor shall promptly (a) cease use of the Confidential Information and ensure that all persons to whom it was disclosed do the same; (b) return to the Corporation all copies of Confidential Information without retaining any copy; and (c) destroy all notes, abstracts and other documents and permanently erase (to the extent technically practicable) all electronic files that contain or reproduce Confidential Information, and shall provide to the Corporation a written certification of an officer of the Contractor that it has done so.
7. The Contractor acknowledges that any and all proprietary and intellectual property rights in any and all developments with respect to the said work shall vest in the Corporation and shall form part of the Confidential Information. The disclosure of Confidential Information under this Agreement, or its development by the Contractor under the Contract, shall not be construed as granting the Contractor any right, copyright or any other present or future proprietary right in respect thereof, other than approval to use the same for and in the performance of the said Contract.
8. The Contractor shall ensure that all its employees, agents and sub-contractors involved in the Project execute individual non-disclosure undertakings, and shall remain responsible and liable for any breach by them as if it were a breach by the Contractor.
9. This Agreement shall terminate upon the termination of the Contract.
10. Any breach of any provision herein by the Contractor will constitute immediate and irreparable damage to the Corporation which cannot be adequately compensated in money. The Corporation shall, without prejudice to any other right or remedy available to it, be entitled to obtain relief by way of prohibitory and/or mandatory injunction.
11. Nothing contained in this Agreement shall be deemed to constitute any party a partner, joint venturer or employee of the other party for any purpose.
12. If any provision (or part of any provision) of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions shall remain in force.
13. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and signed by each party's duly authorised representative. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
14. This Agreement will be governed by and construed in accordance with the laws of India. All disputes, controversies or claims arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Kolkata High Court.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date, month and year hereinabove written.

For and on behalf of COAL INDIA LIMITED	For and on behalf of the Contractor
Name:	Name:
Signature:	Signature:
Designation:	Designation:
Date:	Date:

Annexure XII: QCBS Bidder Self-Evaluation

(To be filled by the Bidder and submitted along with the Technical Bid and the presentation. The self-evaluation is indicative only and shall not bind the Committee constituted for evaluation.)

Item	Points	Maximum Marks	Self-evaluation Marks claimed by Bidder
A	Presentation and Demonstration of GenAI capabilities	20	
A1	Presentation on Functional Understanding, Technical Capabilities of Solution & Work Plan	10	
A2	Demonstration of Proof of Concept (PoC) for Automated Tender Evaluation Process using Gen AI in CIL	10	
B	Bidder Experience	75	
B1	Bidder Resource strength in Gen AI	10	
B2	Experience of the Bidder in Gen AI	35	
B3	Experience of key personnel deployed on the project by Bidder	15	
B4	OEM Cloud Experience	15	
C	Financial Credibility of Bidder	5	
	TOTAL	100	

Against each item above, the Bidder shall indicate the page number / document reference of the submitted documents on the basis of which the marks are claimed.

Place:

Date:

(Sign. & Seal of Authorized Signatory)

Annexure XIII: Letter of Acceptance (Specimen Copy)

To,

M/s

Name of work: - "Design, Development, Implementation and Maintenance of AI-assisted Tender Evaluation Solution for Coal India Limited".

Ref. No.: -

GeM Bid No.: -

... Sir,

This is to inform that your Bid dated for execution of the (name of
the contract and identification number, as given in the Bid Document) for the contract price of Rupees ()
(amount in words and figures), is hereby accepted as follows:

Sl. No.	Description of Work	UoM	Quantity	Estimated rate without GST (₹)	Total cost of work GST (₹)
1.	Design, Development, Implementation and Maintenance of AI-assisted Tender Evaluation Solution for Coal India Limited	No	01		
Total in Rs.					
2.	Total awarded amount in Rs. With GST @ %				

The Contract Period shall be 5(five) years from the date of Go-Live as per the Scope of Work. The implementation schedule shall be counted from the date "T", being the date of execution of the Agreement or the 45th day from the date of issue of this Letter of Acceptance, whichever is earlier, as provided in Clause 26.10 of ATC (ITB).

The payment for the work done would be made only after execution of the agreement.

You are further advised to furnish Performance Security Deposit in the form as detailed in relevant Clause of Additional Terms & Conditions (Instruction to Bidders) for an amount of Rs. to the CMC Division, CIL within 21 days of issue of this letter of acceptance and sign the contract failing which actions as stated in Bid document will be taken.

The Bank Guarantee issued by the issuing bank on behalf of contractor / supplier in favour of Coal India Limited shall be in paper form as well as issued under Structural Financial Messaging System (SFMS).

The work order shall be issued by the HoD (CMC), CIL on submission of the Performance Security, indicating the time schedule for execution of the Agreement.

.....

Yours faithfully,

Tender Inviting Authority

Annexure XIV: Agreement (Specimen Copy)

This Contract Agreement (hereinafter referred to as the “Contract Agreement”) is made and entered into on the _____ day of _____ 20__ between:

1. Coal India Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premise No. 04 MAR, Plot No.-AF-III, Action Area-1A, New Town, Rajarhat, Kolkata-700156, acting through the HoD (CMC), CIL (hereinafter referred to as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part;

AND

2. [●], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at [●] (hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), of the Other Part.

OR

[●], a LLP registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at [●] (hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), of the Other Part.

Each of the Employer and the Contractor shall individually be referred to as “Party” and collectively as “Parties”.

Whereas the Employer is desirous that the Contractor executes the “Design, Development, Implementation and Maintenance of an AI-assisted Tender Evaluation Solution for Coal India Limited” (hereinafter called the “Works”) in accordance with the terms and conditions of the Bid Documents, and the Employer has accepted the bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalised words and expressions used herein without having been defined shall have the same meanings as are respectively assigned to them in the Service Level Agreement / Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.
2. In consideration of the payments to be made by the Employer and its subsidiaries to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works, remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay, itself or through its subsidiaries as provided in the Contract, the Contractor in consideration of the execution and completion of the Works and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:
 - (i) LOA / work order;
 - (ii) GeM Bid Document and the GeM Contract;
 - (iii) Additional Terms & Conditions (Instruction to Bidders) and its Annexures;
 - (iv) Service Level Agreement / Conditions of Contract;
 - (v) Scope of Work, including the System Requirements Specification Annexure;
 - (vi) Bill of Quantities / Price Breakup;
 - (vii) Pre-contract Integrity Pact;
 - (viii) Non-Disclosure Agreement (Annexure XI);
 - (ix) Any other document listed in the Bid Documents / Contract as forming part of the Contract; and
 - (x) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOA.

5. The date of execution of this Contract Agreement is recorded above and, subject to Clause 26.10 of ATC (ITB), constitutes the date "T" from which the implementation schedule in the Scope of Work shall be reckoned.
6. All notices under the Contract shall be sent through the registered e-mail IDs stated below. The addresses of the Parties are as follows:
- (a) If to the Employer: HoD (CMC), Coal India Limited, Coal Bhawan, Premise No. 04 MAR, Plot No.-AF-III, Action Area-1A, New Town, Rajarhat, Kolkata-700156; E-mail: [●]; Mobile: [●]
- (b) If to the Contractor: Address: [●]; E-mail: [●]; Kind Attention: [●]; Mobile: [●]
7. The Contractor shall be paid the Contract Price, being Rs. [●] (Rupees [●]) excluding GST, in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN WITNESS WHEREOF the Parties hereto have caused this Contract Agreement to be executed on the day and year first above written.

Signed for and on behalf of Coal India Limited (Employer)

Signed for and on behalf of the Contractor

HoD (CMC), CIL (Authorised Signatory)

Name, Designation & Seal

Name, Designation & Seal

In the presence of:

Witness 1 (Name, address & Date)

Witness 2 (Name, address & Date)

Annexure XV: Price Bid/Breakup Format

S No	Line Item	Unit	Qty	Price	GST@18%	Total
1	GEN AI Solution designing as per scope	No	1			
2	Change Management	mandays	100			
3	Onsite support for 5 years after Go-Live-L1 Support	Month	60			
4	Onsite support for 3 months after Go-Live-L2 Support	Month	3			
5	No of Bids in Evaluation for 5 years	Nos	150000			
Grand Total						

Note: The bidder shall carefully study the Technical Specifications, Scope of Work and all tender conditions before quoting the price. The rates quoted by the bidder shall be firm and fixed for the entire duration of the contract and shall not be subject to any escalation or variation on any account whatsoever. There shall be no minimum commitment with regard to the number of bids. In the event of an increase in the number of bids beyond the tentative quantity indicated in the BOQ, the SI shall process such additional bids at the same rates as quoted in the BOQ.

The bidder shall calculate and enter a **Grand Total** in the Price Bid field in GeM Portal

