CONTRACT MANAGEMENT MANUAL

MANUAL FOR PROCUREMENT OF NON – CONSULTANCY SERVICES

(GeM Compatible)

(Updated up to August 2026)

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COAL INDIA LIMITED

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SECTION 01 – CONTRACT IDENTIFICATION

1. Applicability of this Chapter to Procurement of Other Non-consultancy (NC) Services

1.1 Other services" (including the term 'non-consultancy services' in certain contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Other services involve routine repetitive physical or procedural non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis. It may include small works, supply of goods or consultancy service, which are incidental or consequential to such services. Other services may include transport services; logistics; clearing and forwarding; courier services; upkeep and maintenance of office/buildings/Estates (other than Civil & Electrical Works, etc.); drilling, aerial photography, satellite imagery, mapping and similar operations, etc.

1.2 The term "Outsourcing of Services" implies deployment of outside agencies on a sustained long-term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of CIL & its subsidiaries (Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services, and so forth). There may be Human Resources and administrative issues involved in 'outsourcing' which are beyond the scope of this manual, but nevertheless need to be addressed. Besides outsourcing, other services also include procurement of short-term stand-alone services.

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

1.4 Manual for Procurement of Non-Consultancy Services is applicable for tenders except those covered under Chapter 3 & 6 of Contract Management Manual and standard NIT/Model NIT Document as circulated by Coal India Limited.

*[**Note:** The terms used throughout this manual, including "works," "work," "work/service," and "service," etc. refer to Non-Consultancy Services]*

2. Authorities competent to procure Non-Consultancy Services and their Purchase Powers

Authorities competent to procure (outsource) Other (Non-consultancy) Services and their purchase powers are to be dealt with as per the extant delegation of power.

3. **When is Procurement/ Outsourcing of Other (Non-consultancy) Services justified**

In the interest of economy, efficiency and to provide more effective delivery of public services, GFR, 2017 permits to procure/ outsource NC services (i.e., auxiliary and support services). Approval of the competent authority should be obtained before engaging service providers. We may justify need for Procurement of NC services on consideration of: -

i) Economy, speed and efficiency and more effective delivery of NC services relating to additional requirement/ commitment/ usage of:

a) Staff/ Management/ Organization;

b) Technological and Material Resources;

c) Money, and

d) Time/Speed of execution.

ii) Any class of services decided by CIL & it's Subsidiaries.

4. **Prepare Contract Identification Package:** ***Responsibility – User Department***

Details of 'service/work' to be given out on contract, item rate or percentage rate or item wise basis for Non-Consultancy Services. The indicative estimated value of contracts for such 'service/work' groups of 'service/work' which will be given out as single contract shall be arrived at, as deliberated hereinafter.

5. **Action to be initiated for preparation of the following:** ***Responsibility – User Department***

(a) Detailed scope of service/work,

(b) Detailed specification,

(c) Detailed cost estimate,

(d) Examine the particulars and identify special characteristic of the service/work, if any, attracting special conditions for fixing eligibility criteria.

6. A well-prepared cost estimate is crucial for ensuring that realistic budgetary resources are allocated. The cost estimate should be based on the Procuring Entity's assessment of the resources required to complete the assignment, including managerial and staff time, as well as physical inputs such as materials, consumables, tools, and machinery. *Costs may be divided into three broad categories. Profit element, Taxes and duties should be added to the estimated costs:*

i) Remunerations for Personnel deployed;

ii) *Reimbursable: (Travel, logistics, Consumable, Material, Tools, Hiring of third-party services etc.);*

iii) *Administrative and Miscellaneous (Mobilisation, demobilisation, Temporary Structures, Administrative expenses, office and IT equipment, contingencies, financing costs, Costs for hiring/ depreciation/ financing of machinery and equipment etc.).*

Rates: *Costs are normally estimated using unit rates (staff remuneration rates, reimbursable expenses) and quantities (exceptionally some items may be estimated on the lump-sum basis or percentage basis – Contingencies and support services).*

Staff Costs: *The estimate of staff cost is based on an estimate of the personnel time (staff months/weeks/ days) required for delivering the services considering time required by each staff, his remuneration rate (or the minimum wage rate, if applicable), and the related direct cost component. In general, staff remuneration rates include basic salary, social charges, overheads, fees or profit and allowances.*

[**Note:** The guidelines as mentioned above are general and merely indicative in nature for estimation purpose.]

The user department in association with other Department(s) if felt necessary, will prepare the estimate based on: -

Schedule of rates (if available).

OR

Analysis of rate based on market rate of consumables, Labour, materials, cost of equipment, interest, depreciation etc. inclusive of profit and overhead as 15%.

OR

Lowest amongst at least three budgetary offers.

OR

Any other appropriate method as deemed fit by estimate approving authority.

User department will do a meticulous, detailed exercise to arrive at a reasonable estimate. It will be the responsibility of the user Department entrusted with this task to explain the basis of the estimates, if the bids are received at abnormally higher or lower prices. They will also estimate the cost that a Project might incur at different distinct stages of its progress.

7. **Final Administrative and Budgetary Approvals**

1. The Services and Activities Schedule shall be compatible with the available budget. The most important step is to determine whether all tasks required to achieve the desired output have been included. The next step is to determine whether an adequate budget has been allocated to implement the services as proposed. Since the budget may be fixed or limited, a series of iterations may be required before a final, acceptable Services and Activities Schedule is formulated. Competent Authority's (CA's) approval may be taken for the Procurement before proceeding ahead. After administrative approval, provision may be made in the Budget, or if that is not feasible, additional confirmation at the time of seeking Administrative approval may

be taken from the CA for inclusion in the Revised Estimate stage of the Budget. Procurement should be initiated only after such approvals, as per DoP, and budgetary provisions.

8. **Receive approved Project Report/cost estimate including scope of 'service/work' etc. *Responsibility – User Department.***

The approval of estimate, shall be obtained including all taxes along with maximum applicable Goods and Services Tax (GST) and the same shall be put to tender. It should be specifically mentioned in Scope of Work / Bid Document that estimated value put to tender is inclusive of GST.

Note:

Where the identified estimate package is a part of approved Project Report or scheme (If any) or Revenue expenditure, approval should be obtained as per extant DoP.

[***Note (Not to be part of Bid Document):*** *It is desirable that the time gap between the approval of estimate and floating of the tender is less than six months. In case tendering is not done for six months or more from date of approval of estimate, the estimate shall be reviewed and fresh competent approval shall be obtained*.]

9. Finalize Scope of Work, Items of 'Service/work' with quantities thereof after detailed survey, cost estimate etc. and send for approval of Competent Authority. *Responsibility – User Department*

Note: Administrative approval for Tendering: Administrative approval of the proposal to be obtained from the Tender Accepting Authority/ Tender Approving Authority. In case, the Tender Approving Authority is above CMD, the administrative approval of the proposal to be obtained from CMD, CIL/CMD Subsidiaries.

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

10. **Prepare draft Bid document covering: *Responsibility – User Department*.**

Part I –

(a) Scope of Service/ Work, which includes / Bill of Quantity,

(b) Buyer added (Instructions to Bidders, Conditions of Contract (General Terms & Conditions, Special Terms & Conditions etc.)),

(c) GeM GTC and GeM STC/SLA,

(d) Any other documents

Part II –

(a) Price Bid.

11. Review and make additions/alterations of the above draft as at step 10 above, if any, depending on special features of a particular contract. *Responsibility – User/Tender Inviting department.*

12. Obtain approval of the Competent Authority for bid document and publication/hosting. *Responsibility – User/Tender Inviting department.*

13. Arrange for maintaining a master copy of approved bid document and a master copy of the uploaded bid document hosted on the website. A register/website of Concerned Company be maintained, which shall record bid notices/documents hosted. *Responsibility – Tender Inviting Authority.*

SECTION 02 – PREPARATION & COMPILATION OF BID DOCUMENT

1. Approval of the Competent Authority for bid document and publication/hosting. *Responsibility - Tender Inviting Authority.*

   [**Note:** Standard NIT will be prepared and approved as per provision mentioned in the Guidelines for Procurement of services (including e-Procurement through GeM Portal). The different approvals required during tendering process, i.e., approval of Bid Document, approved justified rate, opening of price bid, approval for award etc. and post tender management activities shall be dealt as per DoP of user/indenting department.]

2. While preparation of Bid Document, if there is any variation in provisions from the Manuals based on operation constraints/difficulties, the bid document shall be approved by CMD of the Company, except in the following cases:

   i) Change in Eligibility Conditions,

   ii) Change in Buyer added General Terms & Conditions which includes Bid Security, Dispute Resolution Mechanism, etc.,

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

   iv) Change in Additional Terms and Conditions.

3. The following system may be followed for publication of the Bid Documents in the Website and Govt. Portals:

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

   ii. The Engineer-In-Charge may be the Consignee for the Procurement of Services through GeM Portal.

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

   Publication of the following Common Window Advertisement in National dailies, regional and local newspapers on monthly basis may be arranged and also arrange for scrolling of the same on the Company website along with GeM Bid Document Number.

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

4. In case the 'service/work' is of a specialized nature/very urgent nature with strict time frame, limited tenders to be invited with the competent approval (If the TAA is upto the level of Director then the approval of Director and in other cases with the approval of CMD).

   Note:

   i) Please refer to the Limited Tender Enquiry Clause of Guidelines for Procurement of Services (including e-Procurement through GeM Portal) and all the provisions of relevant chapter of this manual shall be applicable.

   ii) Other relevant provisions of GFR 2017 (Rule 162) shall apply.

   iii) The number of prospective bidders in Limited Tender Enquiry should be more than three. (**Example: -** Invitation should be sent to more than 3 bidders.)

SECTION 03 – TENDER OPENING, EVALUATION AND AWARD

1. Before publication of tender, the authority inviting the tenders initiates proposal for constitution of the tender committee. Approval of the competent authority who has powers to approve the award of ‘service/work’ is obtained for constitution of the tender committee. In case Board/CFDs of Company is the approving authority, approval of Chairman/CMD shall be taken. The constitution of the tender committee for different values of services is broadly defined in the “Guidelines for Procurement of Services”.

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

3. Intimate members of the Tender Committee about the date and time of the opening of tender~~s~~ immediately after tender publication.

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

5. **Bid Opening & Tender Evaluation:** As per the relevant clause of buyer added Instruction to bidders of CMM.

   Acceptance of offer shall be from the Tender Accepting Authority (TAA) having delegation of power to accept recommended value of award.

6. **Single Bid or Single Valid Bid:** There are occasions where in response to call for Bid, only single Bid or single valid bid is received. The powers of accepting such single Bid or single valid bid shall be as per delegation of power of the accepting authority.

   Rejection of Single Bid or Single Valid Bid: It has become a practice among some procuring entities to routinely assume that open tenders which result in single bid~~s~~ or single valid bid are not acceptable and to go for re-tender as a ‘safe’ course of action. This is not correct.

   Re-bidding has costs: firstly, the actual costs of retenders; secondly the delay in executing of the work with consequent delay in the attainment of the purpose for which the procurement is being done; and thirdly the possibility that the re-bid may result in a higher bid price.

   Lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process should be considered valid provided following conditions are satisfied:

   i) The procurement was satisfactorily advertised and sufficient time was given for submission of bids;

ii) The qualification criteria were not unduly restrictive; and

iii) Prices are reasonable in comparison to market values.

7. **Award of Service/work:**

The Tender Committee may recommend for award of 'service/work' to the successful Bidder after evaluating their technical eligibility based on the details filled in the Bid Submission Confirmation (BSC) Sheet submitted along with the bid, scanned documents uploaded by Bidder in support of the information furnished by them, information provided by GeM Portal of the respective bidder and after evaluation of the reasonableness of 'L-1/H-1' rates. The reasonableness of rates will be evaluated as per the following provisions and other guidelines issued from time to time: -

*[**Note:** "In Quality and Cost Based Selection (QCBS), the H-1 bidder" is the highest-scoring bidder based on a combination of sum of weightage of technical and financial evaluation. H-1 to be read as highest scorer bidder.]*

a) The overall amount for the service/work as well as rates for individual items of service/work quoted by 'L-1/H-1' are justified and are in conformity with the guidelines given below: -

Compare the rates quoted by overall 'L-1/H-1' for each item of 'service/work' with: Approved Estimated rate/Updated Estimated rate/Justified rate (as applicable) of the work.

OR

Analysis of rate based on prevalent market rates, including that of materials / consumable, equipment and labour (wherever possible and practicable) etc.

OR

The Company's own Schedule of Rates (SoR) for such items of 'service/work' (if available).

OR

Recent rates awarded in the Company for such items of service/work in other contracts, if available.

b) It is not obligatory to recommend the award of 'service/work' to the Bidder 'L-1/H-1' in all cases.

In case the 'L-1/H-1' found to be on the Lower side; clarification may be obtained from the 'L-1/H-1' Bidder to safeguard the interest of Company.

In case the 'L-1/H-1' offer is found to be on the higher side, justification of such rate may be sought once. Suo-motu rebates, if offered, during such justification may be considered.

c) Negotiation, if unavoidable, may be carried out, as per recommendation of the Tender Committee after giving justification and recording details of such negotiations. Such negotiation shall be brought out in TC recommendation and approval of such negotiations be sought from the Tender Accepting Authority limited to CMD of company.

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

    i) Offers have been invited in accordance with this manual and amendments issued time to time, and after following fair and reasonable procedures in prevailing circumstances;

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

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

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

9. Prepare and finalize Letter of Acceptance (LOA) in accordance with the approval of award by the Competent Authority, specifying the quantity awarded and the rate finalized, Contract period, total value of contract and base for price variation (wherever applicable) etc.

10. Issue LOA to successful Bidder(s) with directions to deposit Performance Security, Additional performance security APS (if any) and subsequent generation of Contract on Portal to conclude the tendering process on GeM.

SECTION 04 – ISSUE OF LOA AND SIGNING OF AGREEMENT

1. The Bidder, whose Bid has been accepted, will be notified /communicated by the Procuring Entity by issuing LOA to the successful bidder prior to expiration of the Bid validity period and subsequent generation of Contract on Portal to conclude the tendering process. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the execution and completion of the 'Services/Works' by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price/Value").

   The communication of LOA shall be mandatory through email ID of TIA to the email ID of successful bidder provided in Bid Submission Confirmation (BSC) Sheet / GeM Portal.

   [***Note:*** *The LOA shall at all times supersede the Contract Generated on GeM Portal*.]

2. The notification of LOA will constitute the formation of the Contract.

3. The Engineer-In-Charge shall issue service/work order after submission & confirmation of Performance Security and Additional Performance Security (if any) by the Contractor and finalize the following in consultation with contractor after issuance of LOA:

   a. Detailed Service/Work Programme,

   b. Contractor's Resource Mobilization plan,

   c. Other necessary details and plans for execution of the contract.

4. The 'Service/work' order shall be issued by Engineer-In-Charge after submission and confirmation of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details: -

   a. Time schedule for execution of formal written Agreement.

   b. Any other salient details as per standard format (to be decided at Subsidiary level).

5. **Agreement to be signed by the Engineer-In-Charge on behalf of the company: -**

   [***Note:*** *For services/works with a contract value of up to Rs. 10 lakhs, irrespective of Estimated Value, only a Service/Work Order shall be issued to the contractor, and execution of a formal agreement is not required. The Service/Work Order shall be properly drafted to incorporate all essential terms and conditions arising from the tender process, thereby binding the contractor to execute and complete the service/work within the stipulated time. The Service/Work Order shall also include the Bill of Quantities (BOQ) and the applicable Terms and Conditions.*]

A formal agreement is to be executed on a non-judicial stamp paper of appropriate value for all contracts. The agreement and the 'service/work' orders shall be thoroughly scrutinized concerning the following:

i) That the agreement is signed by the contractor himself or a person holding the power of attorney to sign the agreement.

ii) Any alteration to the standard form may result in legal complications. No officer should accept unauthorized alterations to the standard contract form. The primary responsibility for issuing amendments to the contract will always rest with the authority who has originally approved the contract though for administrative reasons, he may delegate the powers of issuing amendments to his subordinate authorities subject to the delegation of financial power rules of the company. The subordinate authority will keep the superior authority informed in writing whenever such amendments are issued. At the time of closing the contract, the authority who had originally approved the contract must satisfy itself that the amendments issued by the subordinate authority are in order. He may, if required, evolve his own control systems to see that the contracts approved by him are being executed properly.

iii) That the terms of the agreement/work (service) orders are precise and definite without any ambiguity or misconception/wrongful words.

iv) Whether there are provisions in the contract for making available land for construction of temporary structure, allotment of company's buildings, supply of electricity, supply of water, supply of equipment etc. for the execution of the contract. If so, whether clear stipulations have been made for the recovery of the cost thereof.

v) The provision has been made for recovery of all statutory dues wherever applicable and other taxes and duties.

vi) All decisions taken by correspondence with the contractor shall form part of the agreement and shall be duly incorporated.

vii) That the quantities stipulated in the agreement are in accordance with those shown in the Bid Document.

viii) That the rates and the amounts in the agreement/work (service) order are in accordance with the accepted tender.

ix) That the dates of commencement and completion of the 'service/work' have been clearly specified. Whether there is any provision in the tender/work order/agreement for issue of materials to the contractor. If so, whether the rates of recovery have been clearly specified.

x) That the contractor has submitted a labour license under Contract Labour (Regulation & Abolition) Act 1970 and rules 1971, if applicable.

xi) The common defects to be taken care of regarding agreement:

a. The original offer by the contractor is kept in a correspondence file that is freely approachable.

b. Pages of agreement are not numbered serially. Page numbering is necessary to ensure that no unauthorized deletions or additions are made.

c. The condition of contract many times call for submission of drawings for prior approval. This is not enforced.

d. Acceptance letter as well as letters which contain important deviations from the contract conditions but which have been agreed to during negotiation /clarification are not attached to the agreement.

xii) The contractor indemnifies the Company against any liability arising out of non-observance of the statutory provisions like royalty payments, all taxes, workmen compensation act, minimum wages act, income tax act, contract labour & abolition act etc.

xiii) Agreement shall be executed with the successful Bidder within 14 days of receipt & confirmation of BG submitted in terms of Performance Security Deposit and Additional Performance Security (as applicable) by the Bidder.

In the event that the agreement is not executed within the stipulated time period as mentioned above, execution may be permitted for a further period of up to 14 days only with the approval of the Tender Accepting Authority (TAA), limited to the concerned Director, with proper justification.

In case of failure to enter into Agreement within the specified period/extended period, the contract will be terminated with forfeiture of 'Bid Security / EMD' or Performance Security and Additional Performance Security (if applicable), which also includes the value of executed work. Additionally, the contractor includes allied firms shall be debarred for a minimum period of 1 year as per guidelines on debarment of firm.

No payment for the service/work shall be made before execution of this formal agreement.

In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online.

xiv) Inform the successful Bidder of the date of signing of the Agreement at least 5 days before, or it can be signed on the date decided with mutual consent prior to that.

The successful Bidder shall enter into and execute Contract Agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the Contract Agreement shall be borne by the successful Bidder. Two sets of Contract Agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-In-Charge.

6. Enter details of contract signed, in the Register of Contract.

7. **Earnest Money/Bid Security**: On the request of the Bidder (If EMD/Bid Security is not adjusted in Performance Security), send advice to concerned Finance to discharge the EMD/Bid Security submitted online after the Bidder has furnished the required Performance Security/ Security Deposit and the same has been confirmed / verified as per Bid Document.

SECTION 05 – BUYER ADDED INSTRUCTION TO BIDDER

1. SCOPE OF BIDDER

1.1. The ____________________________________ (referred to as Procuring Entity 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 service/work as mentioned in the Bid Document / Scope of work.

1.2. The successful Bidder will be expected to complete the Service/Work by the Intended Completion Date specified in the Bid Document.

2. ELIGIBLE BIDDERS

2.1. The invitation for bid is open to all Bidders including an Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/ Joint Venture or any other legal entity. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Buyer added Instruction to Bidder. In a tender, a Bidder shall participate in one bid only.

2.2. **Joint Venture (JV):** Two or three entities may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

*[**Note:** Joint Ventures are eligible to participate in tenders, if the estimated cost value put to tender is more than Rs. 5.0 Cr.].*

Joint Venture details:

Name of all Members of a JV (not more than 3):

1. Lead Member (minimum participation share – 50%)

2. Member (minimum participation share – 20%)

3. Member (minimum participation share – 20%)

Joint Venture must comply the following requirements:

i. The JV must enroll in the name of the Lead Member on behalf of JV for Bid submission on GeM Portal. However, the submitted documents in the bid against eligibility criteria shall be as per clause no. 3 of Buyer added ITB of Bid Document.

ii. The bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract and the agreement (in case of a successful bid), shall be signed by all the members, so as to legally bind all members jointly and severally. Subsequent declarations/ letters/

documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.

Note: *The Joint Venture agreement shall be as per format provided at Annexure – II.*

iii. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV.

iv. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.

v. An entity can be a member in only one JV. All Bids submitted by JVs/Lead Member, consisting of the common entities with other bids as member will be rejected.

vi. The earnest money / bids security can be submitted by the Joint Venture or one or more members of the Joint Venture.

vii. If JV breaks up midway before award of service/work and during bid validity period, whichever is earlier then the bid shall be rejected. All the members of the JV shall be debarred from participating in future bids for a minimum period of 12 months, along with forfeiture of EMD.

viii. If JV breaks up midway after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, the defaulting member(s) of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

*[**Note:** If achievement is more than 50% of the total target or a minimum of two years of the contract period excluding hindrance period is completed by the Joint Venture, whichever is earlier, excluding interruptions due to death, court orders, or other similar reasons and the remaining members are willing to execute the service, then the contract may be allowed to continue with the approval of EIC.*

In other cases, all the members of the JV shall be debarred from participating in future bids for a minimum period of 12 months.]

ix. JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by Procuring Entity/Employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.

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

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

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

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1. Eligibility criteria to qualify for award of the contract –

a) Bid Submission Confirmation (BSC) Sheet:

Bidders are required to submit the duly filled Bid Submission Confirmation (BSC) Sheet in *.pdf* format as per instruction provided in the GeM Bid Document. The bid submission confirmation sheet shall be provided by buyer in secured *.xls* format.

The scanned copy of documents will be evaluated against the data furnished in the Bid Submission Confirmation Sheet.

Any Bid not accompanied by a BSC Sheet or illegible or not properly filled up or if BSC Sheet is found to be tampered with regards to GTE and Work Experience, Average Annual Financial Turnover, the Bid shall be considered as non-responsive and shall be rejected.

b) EMD/Bid Security:

i) The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as deliberated below: -

Earnest Money/ Bid Security is 1.25 % of the estimated cost value put to tender, rounded off to next hundred rupees subject to maximum of Rs. 50 Lakhs.

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

Name of beneficiary and details	Name	
	Bank A/C no. of beneficiary	
	IFSC Code	
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	
	Branch and Address	

The Bidders will upload the proof of submission of EMD/Bid Security in the bid including transaction Id/Number/UTR.

In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the last date of bid submission up to 24:00 hrs due to any reason then the bid will not be accepted. However, the EMD/Bid Security will be refunded back to the Bidder.

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

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage or two-part tendering, bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e., after opening of Price Bid (except the cases where EMD/Bid Security is to be forfeited).

ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Procuring Entity as nonresponsive unless otherwise exempted in the Bid document. 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.

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

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

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

vi) 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.

vii) 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.

viii) Any prospective bidder deposited the EMD but not submitted the bid or If any Bidder withdraws their bid online after submission of EMD (i.e. before the end date & time 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:**

1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption (for startup, if applicable for particular service).

2) Bidder to submit e-Mandate 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) Exemption to submit EMD/Bid Security shall apply as per GeM Portal functionality.]

c) Work Experience:

The bidder must have successfully completed similar Services, over the period of last 7 completed financial years and including current financial year (on or before the last day of the month preceding the month in which the tender has been invited).

In all the above cases, the completed work will be considered, whether or not the date of commencement is within the above said period.

The definition of similar work shall be as follows:

……………………………… (to be decided based on the nature of service by the respective company)

Three similar completed services with each annualised value not less than the amount equal to 40% (forty percent) of the estimated annualised cost;

Or

Two similar completed services with each annualised value not less than the amount equal to 50% (fifty percent) of the estimated annualised cost;

Or

One similar completed service with annualised value not less than the amount equal to 80% (eighty percent) of the estimated annualised cost.

The above qualification criteria shall be jointly fulfilled by JV.

Note:

1. The experience of incomplete/ongoing works as on last date of eligibility period shall not be considered for evaluation.

2. In case, the period of work was less than 1 year, the full value of work will be considered as annualized work.

The above qualification criteria shall be jointly fulfilled by JV in the following manner:

The qualifying criteria parameter e.g. experience of JV has been deliberated hereinafter towards fulfilment of qualification criteria related to experience.

a. In case of completion of a single work of similar nature, annualised value, not less than the amount equal to 80% (eighty percent) of the estimated annualised cost put to tender:

   i) Any of the JV member/JV itself shall have the experience of having successfully completed a single work of similar nature of at least 80% (eighty percent) of the estimated annualised cost put to tender.

Or

b. In case of completion of two works of similar nature each annualised value not less than the amount equal to 50% (fifty percent) of the estimated annualised cost put to tender:

   i) Either the JV itself/ Any one member can match the above requirement.

   Or

   ii) At least two members should match the above requirement.

Or

c. In case of completion of three works of similar nature, each annualised value not less than the amount equal 40% of the estimated cost put to tender:

   i) Either JV itself/ Any one member can match the above requirement.

   Or

   ii) Any two members shall match the above requirement of at least two works by one member and one work by other member of similar nature.

   Or

   iii) All the three members shall match the above requirement of at least one work of similar nature.

Scanned copy of documents to be uploaded by Bidders:

For work experience Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as submitted in BSC Sheet.

Work order, BOQ, TDS or any other document as deemed fit by TC regarding genuineness of the submitted work experience certificate may be sought during clarification along with deficient documents, if felt necessary by the Tender Committee.

[Note (Not to be part of Bid Document): *Work experience can be taken as eligibility criteria for tenders of ECV below Rs. 75 Lakhs in case of safety/ production related works to be decided by the Subsidiary.]*

Information & Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

i. Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

ii. Description of qualifying experience (similar nature).

iii. Start date & end date of each qualifying experience (similar nature).

iv. Work Order Number/Agreement Number of each experience.

v. Name & address of Employer/Work Order Issuing authority of each experience.

vi. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm or LLP or company or any legal entity, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a member in a Joint Venture firm/partner in a Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture firm/Partnership firm will be considered against eligibility.

*[**Note:** The Experience Certificate shall be in the name of the bidder except JV.*

In case the bidder is a partner of a Partnership Firm/member of a Joint Venture, the Experience Certificate in the name of partnership firm/JV may be considered, subject to submission of valid documentary.

In case of change in the name of the legal entity, the Experience Certificate in the previous name may be considered, subject to submission of valid documentary evidence establishing such relationship or change of name.]

vii. Executed Value of work against each experience.

Technical evaluation by the Tender Committee:

i. The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if as per above mentioned clause.

ii. The Tender Committee shall calculate the value of all qualifying experiences for each Bidder and grade him as 'Eligible' if it meets the minimum requirements or else as 'Ineligible'.

iii. In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm or LLP or company or any legal entity, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a member in a Joint Venture firm/partner in a Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture firm/Partnership firm will be considered against eligibility.

*[**Note:** The Experience Certificate shall be in the name of the bidder except JV.*

In case the bidder is a partner of a Partnership Firm/member of a Joint Venture, the Experience Certificate in the name of partnership firm/JV may be considered, subject to submission of valid documentary.

In case of change in the name of the legal entity, the Experience Certificate in the previous name may be considered, subject to submission of valid documentary evidence establishing such relationship or change of name.]

Note:

1. The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

2. For issuance of work experience certificate to a contractor/Sub-Contractor, the "Employer" is the entity, who engaged the contractor/Sub-Contractor and for whom the work was performed, who is responsible for certifying the work performed and its duration.

3. If the experience has been earned by the bidder as a sub-contractor, the bidder shall submit a copy of the permission or any other relevant document issued by the owner or his authorized representative permitting engagement of the sub-contractor.

4. If a bidder intends to avail the benefits available to Micro and Small Enterprises (MSEs), such as EMD exemption and purchase preference in terms of the MSE Order, 2012 (as amended from time to time), the eligibility criteria namely Work Experience, shall be strictly in the name of the participating bidding entity, except in case of change in name of entity. Work experience earned in the name of a partner, transferee entity, or acquiree entity shall not be considered for determining eligibility.

However, if the bidder does not intend to avail the benefits under the MSE Order, 2012 (as amended from time to time), the eligibility with respect to work experience certificates shall be examined and considered in accordance with the applicable law of the land.

[Note for Procuring Entity (Not to be part of bid document):

1. *Work experience can be taken as eligibility criteria for tenders of ECV below Rs. 75 Lakhs in case of Services/works pertaining to Production/ Coal despatch/ Safety as decided by Subsidiary Companies.]*

d) **Financial Turnover:** Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 3 times to the annualized estimated cost put to tender.

The foreign member(s) should submit a Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard, certified by a local practicing public accountant/audit firm, and duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards the authenticity of the document.

(*Relevant Embassy/High Commission refers to the Embassy/High Commission in India of the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder OR the Indian Embassy in the country where the bidder has obtained the Turnover certificate or the country of origin of the bidder.)

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of Bid Document).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Note: *Joint Ventures shall meet the above eligibility requirement in the following manner:*

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual members of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above. The requirement of Turnover under this clause shall he met in the proportion given below;

a. *The lead member shall have at least 50% share in the required Average Financial Turnover, to qualify in the tender,*

b. *All other individual members shall have at least 25% share in the required Average Financial Turnover, to qualify in the tender.*

(In case of JV, Turnover certificate for each individual members of JV needs to be submitted)

The proportion of required Financial Turnover possessed by Lead Member and other members shall have to be evaluated offline by the Tender Committee.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation regarding possessing of Average annual Financial Turnover Certificate issued by a Practicing Chartered Accountant/Cost Accountant in the form of Yes/ No.

Scanned copy of documents to be uploaded by Bidders:

Average annual Financial Turnover certificate having a Unique Document Identification Number (UDIN) as per eligibility criteria as mentioned above shall issue by a Practicing Chartered Accountant/Practicing Cost Accountant having a membership number with Institute of Chartered Accountants/Cost Accountant of India.

Any additional document may be sought during clarification along with deficient documents to verify the details as mentioned in the average annual Financial Turnover certificate, if felt necessary by the Tender Committee.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

i) Average Annual financial turnover of last 3 (three) financial years ending 31st March of the previous financial year.

ii) Name of the Chartered Accountant/Cost Accountant issuing the Turnover certificate.

iii) Membership Number of the Chartered Accountant/Cost Accountant.

iv) Date of certificate issued by Chartered Accountant/Cost Accountant.

v) UDIN no. of the issued certificate.

***[Note (Not to be part of Bid Document): -** Financial Turnover criteria is not required for tender below Rs. 75 Lakh.]*

Technical evaluation by the Tender Committee:

1. The Tender Committee shall check whether the average annual financial turnover certificate submitted by the Bidder is within last 3 (three) years ending 31st March of the previous financial year in which the Bid was published.

2. The average value of financial turnover as certified by the CA is greater than or equal to the minimum requirement.

e) **PAN:** Permanent Account Number (PAN) issued by Income Tax Department and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN) and Verifiable Tax Residency Certificate, as applicable in the form of Yes/No.

Scanned copy of documents to be uploaded by Bidders:

Scanned copy of PAN card/e-PAN issued by Income Tax department, Govt. of India and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

Any additional document may be sought during clarification along with deficient documents, if felt necessary by the Tender Committee.

Note: In case of JV, each Indian member of JV should possess PAN and Verifiable Tax Residency Certificate of respective country for each foreign member, as applicable.

f) **GST Registration** (Not Applicable for Exempted Services):

The Bidder should be either GST Registered Bidder under regular scheme.
OR
GST Registered Bidder under composition scheme.
OR
GST unregistered Bidder

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to GST status of the Bidder.

Scanned copy of documents to be uploaded by Bidders:

The following documents depending upon the status w.r.to GST as declared by Bidder in the GeM portal:

a. **Status:** GST registered Bidder under regular scheme

   Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

b. **Status:** GST registered Bidder under composition scheme.

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

c. **Status:** GST unregistered Bidder:

Document: A Certificate with UDIN from a practicing Cost Accountant or practicing Chartered Accountant having membership number with Institute of Chartered Accountants/ Institute of Cost Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

[**Note:**

1. In case of JV, Bidder should submit scanned copy of GST status of Lead Member.

2. In case Lead Member is not a GST registered, A Certificate with UDIN from a practicing Chartered Accountant/Cost Accountant having membership number with Institute of Chartered Accountants of India/ Institute of Cost Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.]

Note: -

1. In case the service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture before the payment of first running on account bill.

2. Bidder to provide the multiple business verticals within a State and separate GST registrations for each vertical and the GSTIN of the specific business vertical pertaining to the supply and services covered under the Schedule of Requirements, if applicable in the undertaking.

3. Bidder to provide the details of GST Jurisdictional Assessing Officer (Designation, Address and Email ID), as applicable in the undertaking.

4. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.

5. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for financial bid evaluation irrespective of the document submitted in support of GST status with the bid.

6. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the financial bid evaluation of the GeM shall be final.

7. The status of GST registered bidder shall be valid at the time of Bid Opening / Technical Bid Opening. In case the status shown as invalid/ suspended etc. on date as mentioned above, the bidder shall be treated as non-responsive.

8. ***[Note for Procuring Entity (Not to be part of Bid Document*****)**: *During evaluation of GST Registered Bidders the confirmation of their status shall be verified from the relevant Govt website at the time of Bid Opening / technical bid opening.]*

g) Legal Status of the Bidder: The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act/Joint Venture or any other legal entity.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document with respect to Legal Status of the Bidder.

Supporting Documents to be uploaded by Bidders:

1. The following documents in respect of Legal Status shall be uploaded by the JV Bidder:

   i. Scanned copy of JV Agreement containing name of members and lead members, Power of Attorney to the lead member and share of each member etc. (**Annexure – II**).

   ii. Board Resolution / Power of attorney or any sort of legally acceptable document (As applicable) of the respective JV member from the Board of Directors of the concerned Company, or from the members of the entity, or from the proprietor, or from limited liability partnership or any legal entity authorizing the signatory of JV agreement on behalf of them.

   iii. The document(s) (any of them as applicable) regarding legal status of all the individual members of JV as mentioned below:

   Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

   OR

   Copy of the Certificate of Registration issued by the Registrar of Firms along with a copy of the registered Partnership deed containing name of partners.

   OR

   Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

   OR

LLP Agreement with certificate of incorporation containing name of Bidder.

OR

Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts.

2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV as mentioned below:

    a. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

    OR

    Copy of the Certificate of Registration issued by the Registrar of Firms along with a copy of the registered Partnership deed containing name of partners.

    OR

    Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

    OR

    LLP Agreement with certificate of incorporation containing name of Bidder.

    OR

    Any other legal entity to submit the relevant document as per their constitution of business in the eye of law and are entitled to enter into such contracts.

    b. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

h) Letter of Bid:

The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid (**Annexure – VII**) in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of the Letter of Bid as per format given in the Bid Document.

i) Integrity pact (As applicable)

Bidders are required to accept the pre-contract integrity pact (**Annexure – I**) as available in the Bid document through Bid Submission Confirmation Sheet.

This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

j) Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) (**Annexure – III**) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No. regarding acceptance of Code of Integrity for Public Procurement (CIPP) as mentioned above in Bid Document.

k) Restrictions on Public Procurement from certain countries:

The Undertaking (**Annexure – VIII**) of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the Bid Document.

The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

l) Undertaking regarding relatives as employees of company, EPF/CMPF, Status of Debarment, CIPP etc.

An undertaking is to be given on Bidder's letter head as per the format given in the bid document (**Annexure – VIII**).

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding submission of the undertaking as per format.

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company etc.

m) 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.

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

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms of the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid.

[*Note for Procuring Entity:* *Not applicable where estimated cost put to tender is less than 5 lakhs.***]**

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

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

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

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

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

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

In respect of the above eligibility criteria the bidder is required to furnish the following information in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content.

Scanned copy of documents to be uploaded by Bidder(s) in support of information / declaration furnished by the Bidder against Eligibility Criteria:

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

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

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

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

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

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

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

[Note for Procuring Entity:

1. *User/ tendering department may insert any other requirement/ declaration for eligibility based on the nature of service. For these purposes, relevant DoE Manual and Circulars/guidelines issued time to time may also be referred.*

2. *The user department may adopt the work experience and financial eligibility clause from any manual of Coal India Limited based on the nature of service with the approval of concerned Director and suitably modify all the relevant clauses at the time of Preparation of Bid Document/NIT. Any other type of work experience clause not mentioned in any manual of Coal India Limited may be inserted with the approval of CMD of the respective Company.*

3. *In case of bid evaluation by QCBS, the user department may replace/modify the eligibility criteria (work experience, Turnover etc.) based on the nature of service with the approval of competent authority.]*

3.2. 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.

3.3. 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.

4. 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;

*[**Note for Cl. No. 4.1 & 4.2 above:** Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter.*

***Note: -** However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.]*

5. COST OF BIDDING

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

6. SITE VISIT (If applicable)

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.

[***Note:*** *Need based modification to be done by user/indenting department based on the nature of service as the time of preparation of Bid Document.***]**

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the Procuring Entity and addenda issued in accordance with Clause 9:

i) Scope of Work/Bill of Quantities,

ii) Buyer added Instructions to Bidders,

iii) Buyer added Conditions of Contract,

iv) GeM GTC and GeM SLA as linked in GeM Bid Document,

v) Forms of Securities and form of Article of Agreement,

vi) Pre-contract Integrity Pact (if applicable),

vii) Proforma for e-Mandate,

viii) Guidelines on Debarment of firms from Bidding,

ix) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

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

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

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

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

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

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

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

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

9. CORRIGENDUM TO BID DOCUMENT.

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

10. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language.

11. 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, the Procuring Entity reserves the right to allot whole or part of the work as per the provisions of bid document and no claims, whatsoever, shall be entertained in this regard.

11.2. The Bidder shall quote rates and prices for all items of the Services/Works described in the Bill of Quantities / Bid Document.

11.3. 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.

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.

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

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

11.4. 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., Company) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

However, in case Contractor is GST unregistered Bidder/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 Company directly to concerned authorities in terms with GST provisions.

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

If Company 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 Company 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.

11.5. 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 except to the extent variations allowed as per the conditions of the contract of the bidding document.

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

*[**Note (Not to be part of Bid Document):** The TIA will frame the above-mentioned clause No. 11.3 & 11.4 in consultation with concerned finance department based on the applicability of Input Tax Credit (ITC), Reverse Charge Mechanism (RCM) and BOCW Cess etc.]*

12. CURRENCIES OF BID AND PAYMENT

The unit rates and prices quoted by the Bidder shall be entirely in Indian Rupees.

13. BID VALIDITY, THEIR EXTENSION AND WITHDRAWAL OF BID

13.1 Bid shall remain valid for a period of 120 days after the deadline for bid submission specified in Clause 16. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.

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

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

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

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

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

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

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

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

14. Deleted

15. SIGNING AND SUBMISSION OF BID:

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

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

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

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

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

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

   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.

f. 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.

g. 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.

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

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

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

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

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

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

   In case of Manpower hiring services, the quoted rates shall not be less than the minimum wage fixed/notified by the Central/ State Government (whichever is higher), or HPC Wages, as applicable – where the service is performed and shall include all statutory obligations and service charges/ margin (including transaction charges) over such minimum wage.

   *[**Note (Not to be part of Bid Document):** The TIA will frame the above-mentioned clause in consultation with concerned finance based on the applicability of Input Tax Credit (ITC), Reverse Charge Mechanism (RCM) and BOCW Cess etc.]*

[***Note:***

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

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

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

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

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

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

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

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

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

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

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

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

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

16.2. The Tender Inviting Authority may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations of the Procuring Entity and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. MODIFICATION AND WITHDRAWAL OF BIDS

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of service/work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of LOA with the following provision of penal action:

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

The penal actions are-

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

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

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

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

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

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders of the Company.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders of the Company. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

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

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

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

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

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

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

18. OPENING OF BID:

18.1. For One Part (Single Stage Single Envelop) System –

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

18.1.2. Deleted.

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

18.2 For Two Part (Single Stage Two Envelop) System – Opening of Technical Bid –

18.2.1 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.

18.2.2 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. 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.

19.2. **Evaluation of Tender-**

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

A. After opening of bid, the documents submitted by L-1 Bidder as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/ declarations furnished by the L-1 Bidder through Bid Submission Confirmation Sheet. If the L-1 bidder complies with the eligibility requirement as per Bid Document, then the bidder will be considered eligible for award of contract.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid Submission Confirmation Sheet or in case corresponding document have not been uploaded by the L-1 Bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

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

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

C. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online against the information furnished through BSC Sheet. The Bidder(s) is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

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

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

F. In case the L-1 Bidder fails to submit requisite documents online as per Bid Document or if any of the information/declaration furnished by L-1 Bidder through BSC Sheet is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by Bidder, which changes the eligibility status of the Bidder, then his bid shall be rejected and EMD of L-1 Bidder shall be forfeited and the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement).

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

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

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

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

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

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid Submission Confirmation Sheet or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

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

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

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

D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online against the information furnished through BSC Sheet. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

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

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

G. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3) In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% share.

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

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

ix) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change or as per notification issued by DoE/GOI time to time.

x) 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.

B. Procurement Preference to Make in India

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

In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid and Non-local supplier is not eligible to bid.

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

[***Note for Procuring Entity:*** *Not Applicable, where Estimated Cost Put to Tender is Less Than Rs. 5 Lakhs.*]

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

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

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

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

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

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

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

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

III. Applicability in tenders where contract is to be awarded to multiple bidders as predefined in the Bid Document

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

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

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

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

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

e) Deleted

IV. Verification of local content:

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

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

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

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

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

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

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

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

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

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

e) A supplier who has been debarred by any procuring entity as per this sub-para: The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.

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

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

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

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

19.4. After financial concurrence of TCR and competent approval, the Letter of Acceptance (LOA) to the 'L-1/H-1' Bidder will be issued and the scanned copy of the LOA shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

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

19.6. **Grievances and its Redressal:**

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

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

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

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

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

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

      i) Determination of the need for procurement;

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

      iii) Choice of selection procedure;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii) *debarment of the bidders, if warranted*

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

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

20. DELETED

21. 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.

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.

21.2. From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1. **Preliminary Examination of Bids - Evaluation of responsiveness of Bids**

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

   a) Any Bid not accompanied by a Bid Submission Confirmation Sheet or illegible BSC Sheet or if BSC Sheet is found to be tampered, in respect of General Technical Evaluation (GTE), Work Experience, Turnover, Working Capital etc.

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

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

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

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

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

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

h) Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. EVALUATION AND COMPARISON OF BIDS

23.1. The Procuring Entity will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.

23.2. The evaluation of Bid, by the Procuring Entity shall be done as per Clause No. 19.

23.3. The Procuring Entity 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.

23.6. Regarding the applicability of Additional Performance Security (APSD), please refer clause no. 4.6 of Buyer added General Terms & Conditions of Buyer Added Conditions of Contract.

24. AWARD CRITERIA

Subject to Clause 23, the Procuring Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

a. eligible in accordance with the provisions of Clause 2; and

b. qualified in accordance with the provisions of Clause 3.

25. PROCURING ENTITY RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

25.1. Notwithstanding Clause 24, the Procuring Entity 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 Procuring Entity 's action.

25.2. **(A) Negotiations**

I) 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 ‘lowest acceptable bidder (L-1)/Highest Scorer acceptable Bidder (H-1)’, 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, L-1/H-1 bidder price is not considered to be reasonable, and

B. Where the procurement is done on nomination basis; or

C. Procurement is from single or limited sources; or

D. Procurements where there is suspicion of cartel formation which should be recorded; and

II) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardies essential operations, maintenance and safety, negotiations with 'L-1/Highest Scorer (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.

III) 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 TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA 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.

IV) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers.

*[**Note (Not to be part of Bid Document):** For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.]*

V) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:

A. Negotiations must be carried out by the CA or TC 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 tenderer 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;

D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating bidder as per the relevant Annexure of Bid Document and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal. The revised bids so obtained should be read out to the tenderers 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 'L-1/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 'L-1/H-1' Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

Where CFDs is the approving authority, approval shall be from CFDs only. However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.

25.3. **(i) Award of work to multiple L-1 bidders:**

i) If there are more than one lowest Bidder & splitting up of the work is allowed, then work can be split to all bidders at L-1 Price.

ii) If there are more than one lowest Bidder & splitting up of the work is not considered necessary, selection of L-1 may be decided through a Random Algorithm executed by GeM system.

(ii) Award of work to multiple H-1 bidders:

i) If there are more than one highest scorer Bidder & splitting up of the work is allowed, then work can be split among all bidders at lowest quoted amount among all H-1 bidders.

ii) If there are more than one highest scorer bidder & splitting up of the work is not considered necessary, selection of H-1 may be decided based on the highest technical score.

*[**Note for Procuring Entity (Not to be part of Bid Document)**: All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.]*

26. 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 issuance and communication of LOA prior to expiration of the Bid validity period and subsequent generation of GeM contract on the portal.

If bid is submitted by Lead Member of JV, communication of LOA through email to the e-mail Id mentioned in the BSC as well as provided by the GeM Portal. After that, successful Bidder will obtain all requisite Legal Documents (PAN, GST etc) in the name of JV and register on GeM portal as a new Service Provider (SP). GeM Authority will update the new SP details in demand through back-end which will enable Buyer to create contract on GeM portal with the JV.

This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the execution and completion of the Service/Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Value/Amount/Price").

The communication of LOA through email shall be mandatory.

26.2 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*).

26.3 Work order shall be issued by Engineer-In-Charge for the contract after submission and confirmation of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:

A) Time schedule for Execution of Formal written Agreement.

B) Any other salient detail as per standard format (to be decided at Subsidiary level).

The Agreement will incorporate all agreements between the Procuring Entity and the successful Bidder and 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.

In the event that the agreement is not executed within the stipulated time period as mentioned above, execution may be permitted for a further period of up to 14 days only with the approval of the Tender Accepting Authority (TAA), limited to the concerned Director, with proper justification.

In case of failure to enter into Agreement within the specified period/extended period, the contract will be terminated with forfeiture of 'Bid Security / EMD' or Performance Security and Additional Performance Security (if applicable), which also includes the value of executed work. Additionally, the contractor including its allied firms, shall be debarred for a minimum period of 1 year as per guidelines on debarment of firm.

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

26.4 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 Buyer Added Instructions to Bidder.

26.5 The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-In-Charge.

27. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of Performance Security and Additional Performance Security (if applicable) to be submitted after award of work and Security Deposit shall bear no interest.

For details refer relevant clause of Conditions of Contract (General terms and Conditions)

28. Employment of Labour (If applicable):

28.1. Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for activity) by the Company and guidelines incorporated at relevant clause in Service Level Agreement. CIL/ Subsidiary companies shall specify such rates in their bid.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.

28.2. The Bidder shall also comply with statutory requirements of various acts including CL(R&A) Act and Rules.

28.3. The Contractor's workmen shall be paid through Bank.

29. 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 .... court only.

30. Downloading bid document

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

ii) 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. e-Payment

The Bidders have 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/ Bidders are required to submit an Authorization form duly signed for e-payment to them at the time of signing of Agreement / at the time of bidding.

32. Change in the Constitution of Contracting Agency/Financial Stake, including Joint Venture: Prior approval in writing of the Procuring Entity/Company shall be obtained, before any change is made in the constitution of the contracting agency with demonstrated capability to complete the contract, otherwise it will be treated as a breach of contract.

32.1. Any Change in the Constitution/financial stakes/responsibilities during the execution of the contract shall not be allowed for initially 2 years period from the issuance of LoA.

*[**Note:** The above condition shall not be applicable, for change of Proprietorship firm to Partnership firm. However, in any case, the Proprietor shall remain as partner of the Partnership firm throughout the contract period except death.]*

32.2. In cases of change due to death or insolvency or liquidation, the said period of 2 years may not be applicable.

32.3. The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract.

a) A new partner shall not be introduced in the firm except with the prior consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies.

c) In case the contract not terminated as provided in Sub-para (b) above,

i) the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.

ii) notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

32.4. Change of constitution of Proprietorship firm / Partnership firm / Joint Venture to Limited Company with the same members/characters/partners may be permissible after completion of two years of contract period, if the performance of the contractor in the contract is more than 90% of schedule target for the period (excluding hindrance) till the request is made.

If a Partnership firm/ Joint Venture is promoted and incorporated as a company limited by shares under the provisions of the (Indian) Companies Act, 2013 to execute the Contract Agreement, the subscribed and paid-up equity share capital of that company shall be at least 20% (twenty percent) of the remaining Contract Value excluding GST. The board of directors of the Limited Company so incorporated shall have proprietor or all the partners of the Partnership firm as directors or each Member of the Joint Venture as a director and hold paid-up capital share as per their respective participation share and have work responsibilities as defined in the Joint Venture Agreement (where the Bidder is a Joint Venture) at all times during the tenure of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

1. In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through

one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation--

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

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

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

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

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

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

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

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

[Note

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

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

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

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

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

SECTION 5.1 QUALITY-CUM-COST BASED SELECTION (QCBS) FOR NON-CONSULTANCY SERVICES (NCS)

1) In the QCBS system of selection, both the quality of the proposal and the cost of the services are considered as deciding factors. This approach is employed when the quality of deliverables is crucial, but the cost of service or work cannot be ignored.

2) Procuring entities are hereby allowed to use QCBS for procurement of non-consultancy services in the following cases:

   a) where the procurement has been declared to be a Quality Oriented Procurement (QOP) by the competent authority or

   b) for procurement of Non-Consulting Services, where estimated value of procurement (including all taxes and option clause) does not exceed Rs 10 crore, this method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of proposal.

   c) QCBS shall not be used in the procurements planned to be done through Reverse Auction or through Limited tenders.

   Notes: *In cases where the estimated value was less than Rs 10 crore, but on tendering, following the QCBS process, it is proposed to place a contract for more than Rs 10 crore, the following procedure shall be adopted:*

   i) In case the difference between estimated value (including taxes etc as above) and value of the proposed contract (including taxes etc) is less than 10% of the estimated value, there will be no bar on placement of contract.

   ii) *In all other cases, the procurement process is to be scrapped and restarted either as QOP or on a non-QCBS basis.*

3) The principles of QCBS shall be as provided in Rule 192(i), (ii), and (iii) of the GFR. However, the maximum weight of the non-financial parameters shall in no case exceed 30%.

4) **The Competent Authority for Allowing QCBS:**

   a) For declaring a procurement as QOP:

      i) For declaring a procurement as QOP, the competent authority is the Board of Directors of CIL/Subsidiary.

      ii) In case the authority to approve procurement on a nomination basis is lower than the Board of Directors of CIL/Subsidiary, such authority will also be competent to approve the procurement as QOP.

b) **For Non-Consulting Services not exceeding Rs. 10 crore in value:** The authority or officer two levels above the officer competent to finalize the particular procurement, or Board of Directors of CIL/Subsidiary, whichever is lower.

5) **Special Technical Committee (STC):**

a) In all cases of QOP, a Special Technical Committee (STC) shall be constituted with the following composition:

i) Two or more persons who have expert knowledge and/or long experience relevant to the procurement in question;

ii) One or more persons with extensive experience in handling public projects and/or public finance in the Government or State/Central Public Sector;

iii) One or more persons with experience in financial management/financial administration/audit/accountancy;

iv) Not more than one member representing the concerned department who may inter alia provide administrative support to the Committee.

v) Any person who is a member of the STC shall not associate himself in any manner with any bidder for the procurement concerned.

b) The names of members of the Special Technical Committee shall be decided either by the Competent Authority specified in 3 above or by any other authority to whom such power is delegated by the competent authority. However, powers shall not be delegated to the officer or authority competent to finalize the particular procurement. Sitting fees may be paid to the members of the STC. Incidental costs, including travel, shall be paid by the procuring entity.

c) The STC shall make specific recommendations on the following matters:

i) The weight to be given to non-financial parameters (not exceeding 30%). However, the weight for the “technical” shall be chosen, considering the complexity of the assignment and the relative importance of quality. The proposed weightings for quality and cost shall be specified in the Tender Document.

ii) The specific quality/technical parameters, their weights, their scoring methodology, the minimum qualification score, etc., and other relevant criteria necessary for ensuring fair and transparent quality/technical evaluation of the bids.

d) The recommendations of the STC shall be followed except where there are special grounds in public interest for deviating from them. However, every case of deviation from the recommendations of the STC shall require approval of the Competent Authority, who approved the declaration of the procurement as QOP.

e) **QCBS for Non-Consultancy Services not exceeding Rs. 10 crore:** In respect of QCBS for Non-Consultancy Services not exceeding Rs.10 crore, a Technical Committee shall be constituted to carry out functions mentioned above in lieu of the STC. The composition of the Technical Committee shall follow the provisions of sub-para a) above.

6) **Grounds for Declaring a Procurement as Quality-Oriented Procurement (QOP):** A procurement should be declared as a QOP only if there is enough justification in terms of value addition, enhancement of delivery, or paramount importance of quality. Reasons for not adopting a two-cover/pre-qualification-based/least-cost system shall be documented.

7) **Tender Documents - Fixing/ Selection of the Evaluation/ Qualification Criteria:** To ensure quality, some of the criteria used in marking may be made mandatory and if a bidder does not meet those, then bids shall not be evaluated further. Weightage may also be given for the timely completion of past projects of a similar nature by the bidder.

8) **Pre-bid Meeting:** In all cases of QOP, a pre-bid meeting shall be held in which the technical criteria including the marking scheme shall be discussed with the potential bidders. If any changes in the criteria are necessitated by such consultation, such changes shall require the recommendation of the STC. In Non-Consultancy Services, pre-bid meetings may be held at the discretion of the Competent Authority.

9) **Fixing of Scoring/ Marking Criteria:**

i. The scoring should not be a variable that relies on the subjective opinion of the evaluating panel. The marking scheme should enable achievement of almost similar scores irrespective of the persons/ experts being involved in the evaluation process. When the outcomes are consistent for the available information, the QCBS parameters are more reliable. Unambiguous description and criteria help to avoid grey areas so as to ensure that there is only one possible score for the item. As far as possible, the criteria should be so specific and clear that bidders can self-mark their own bids.

ii. It is better to specify minimum marks for meeting the qualifying criteria specified. *In QCBS selection, minimum qualifying marks (normally 70-80 (seventy – eighty) out of maximum 100 (hundred) marks) as qualifying benchmark for quality of the technical proposal shall be prescribed and indicated in the Bid Document along with a scheme for allotting marks for various technical criteria/ attributes. Bids scoring less than the minimum threshold shall not be considered for further evaluation. Since the weightage of the cost element adopted in NC services is as high as 70 (seventy) percent, financial considerations would dominate the selection, though to a lower extent as compared to LCS (Least Cost Selection – L1 basis). In such cases, it is essential to ensure that the minimum qualifying benchmark in the technical evaluation is set sufficiently high, to weed out low quality bids with low prices.*

iii. Examples of fixed quality parameters that sought not to be considered for relative scoring include organizations ISO/ standards' accreditation, etc. These are required to establish the credentials of the service provider but cannot be used for relative comparison between various bidders.

iv. Bidders should be asked to produce certificates for the past performance. A format may be given in the tender itself outlining the contract details, completion, sustainability of service etc. and bidders may be asked to fill it and give evidence to that effect.

v. Bidders may be asked to submit a detailed presentation on their proposals in the form of soft copy along with the bid so as to facilitate better understanding of their proposal and to ensure commitment.

vi. Besides the Bill of Quantity (BOQ) output criteria for payment, Key Performance Indicators (KPIs) may be specified with minimum achievement levels for payment so as to ensure quality compliance.

10) **Caution against JV in QCBS Procurements:**

i. Since quality is given weightage in the evaluation itself, in QCBS procurement, therefore, Joint Ventures may be avoided, as far as possible. Joint Ventures could, however, become necessary in high technology or innovative projects where a single entity may not be able to execute the work alone.

ii. If JVs are allowed, measures should be taken to ensure that all the JV members are present and deliver services all through the contract period. An Implementation Board with the participation of all JV members may be provided for wherein the Project Manager from the procuring entity shall also be allowed an audience when required. Meeting of JV members with the project executing authority for quarterly progress review may be made as a criterion linked to the achievement of key dates or even payment

11) **Evaluation of QCBS Bids:**

i. For evaluation, a suitable committee shall be constituted. However, members of the STC shall not be involved.

a) **Joint Ventures:** Joint Ventures may be avoided in general in Non-consultancy services and particularly in QCBS system in NC Services.

b) **Weightages:** The proposed weightages for quality and cost shall be specified in the Tender. Under QCBS selection, the technical proposals will be allotted weightage of not more than 30% (Thirty per cent) while the financial proposals will be allotted weightages of 70% (Seventy per cent) or more as declared in the Tender.

c) **Qualifying Benchmark:** In QCBS selection, minimum qualifying marks (normally 70-80 (seventy – eighty) out of maximum 100 (hundred) marks) as qualifying benchmark for quality of the technical proposal shall be prescribed and indicated in the Bid Document along with a scheme for allotting marks for various technical criteria/ attributes. Bids scoring less than the minimum threshold shall not be considered for further evaluation. Since the weightage of the cost element adopted in NC services is as high as 70 (seventy) percent, financial considerations would dominate the selection, though to a lower extent as compared.to LCS (Least Cost Selection – L1 basis). In such cases, it is essential to ensure that the minimum qualifying marks in the evaluation is set sufficiently high, to weed out low-quality bids with low prices.

d) **Evaluation of Quality Score:** Proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

e) **Evaluation of Financial Score:** Similarly, proposal with the lowest evaluated cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

f) **Weighted QCBS Score:** The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the service providers shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with higher technical score will be H-1.

g) **QCBS Formula:** In such a case, an Evaluated QCBS Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,
C = Evaluated Bid Price
C low = the lowest of all Evaluated Bid Prices among responsive Bids
T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weightage for the Price as specified in the Bid Document.

[Note for Procuring Entity for Purchase Preference for MSE & MII in QCBS or FBS:

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

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

SECTION 06 – BUYER ADDED CONDITIONS OF CONTRACT

SECTION 6.1 – BUYER ADDED GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

i. The word "Company" or "Procuring Entity" or "Owner" wherever occurs in the buyer added conditions in the contract, means the .... Limited, represented at the headquarters of the Company by the .... or his authorized representative or any other officer specially deputed for this service/work.

ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for this service/work.

iii. The word "Contractor"/"Contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Bid Security / Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.

v. 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.

Tender Accepting Authority (TAA)/Awarding Authority at any time after the award of tender till the finalization of contract shall be construed as the authority as per the prevalent DoP of Company.

Note: Interpretation of Tender Accepting Authority (TAA)/ Awarding Authority as above is applicable for the existing and future contracts.

vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.

vii. Engineer-In-Charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge may further appoint his representatives and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge.

Name & Designation of Engineer-In-Charge is as follows:

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

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

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

ix. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including buyer added condition of contracts (General Terms and Conditions, Special Conditions, if any), schedule of quantities with rates and amounts, Schedule of service/work etc. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

x. The 'Service/Work' shall mean the service/work~~s~~ required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any Service/work of emergent nature, which in the opinion of the Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

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

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

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

xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address or sent by e-mail known to him who gives the notice.

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

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

i) Articles of Agreement,

ii) Scope of work / Bill of Quantity,

iii) Buyer added Instruction to Bidders,

iv) GeM GTC & GeM SLA as linked with GeM Bid Document,

v) Buyer added Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,

vi) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,

vii) Finalized work programme,

viii) Integrity Pact as applicable as decided by different Subsidiary Companies,

ix) Guidelines on Debarment of firms from Bidding,

x) Code of Integrity for Public Procurement,

xi) All the documents of successful bidder(s),

xii) Any other document, if required.

2.1. After acceptance of Bid and on execution of Contract/issue of Service/Work Order to proceed with the service/work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents (Certified true copies), excepting those drawings to be supplied during the progress of service/work. The Contractor shall keep copy of these documents on the site/place of service/work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-Charge or his authorized representatives.

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

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

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

3.1. In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2. Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3. Any difference detected in the tender/tenders submitted, resulting from:

a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.

b. If, in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

c. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

d. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. SECURITY DEPOSIT:

4.1. Security Deposit shall consist of Performance Security and Additional Performance Security (if applicable) to be submitted after award of work. The Security Deposit shall bear no interest.

4.2. Performance Security shall be 5% of contract value excluding applicable GST and should be submitted within 21 days of issue of LOA (excluding the date of issuance of LOA), by the successful Bidder in any of the form given below:

– A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Commercial Bank (as defined in section 2(e) of the RBI Act 1934). The BG issued by outstation bank shall be operative at its local branch……. or branch at…………….

– Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner. Only the fixed deposit receipts (FDR) issued by one of the scheduled commercial banks are to be accepted. FDR, is required to be made out in favour of the company. FDR, which is in the name of the successful bidder/contractor can also be accepted as a security provided a certificate that the deposit can be withdrawn only on demand or with the sanction of the pledge is recorded on the FDR and bank system, the same should be verified by executing dept.

  It should be made clear to the successful bidder/contractors who had tendered F.D.R. as security, that they should advise the departments in time regarding refunds or renewal of their fixed deposit receipts and that the company will not be held responsible for any loss of interest, if timely intimation for refund or renewal of these receipts is not given. Executing officers concerned should also take prompt action for refund of the security deposit (if the contracts/works are fulfilled as per NIT) or for renewal of the security in time.

– The successful bidder can also submit the Performance Security Deposit through NEFT/RTGS in the company bank account.

– BG in electronic mode (e-BG) generated through NeSL, in the same form as mentioned at (A)

[Note: -

1. *The Performance Security can be submitted by the Joint Venture or one or more members of the Joint Venture.*

2. *Securities in the existing contracts in form of bank guarantee may be replaced by the contractors e-Bank Guarantee. Adequate safeguards such as such requiring prior submission of new forms of security before releasing the original forms of security shall be ensured.*

3. *BG in electronic mode (e-BG):*

   A. *Contractor has the option of submitting e-BG (Bank Guarantee in electronic mode) generated through NeSL (National E-Governance Services Limited).*

   B. *The e-BG is to be issued by the Bank and generated through NeSL in the format applicable for Performance Security / Retention Money as per Bid Document.*

C. *The following details are to be mentioned in the Letter of Acceptance (LoA) / award of work, provided to the contractor during the award of the work so that they can contact their respective Banks for issuance of e-BG (generated through NeSL):*

Sl. No.	***Field***	***Description of Field***	***Information to be provided***
1	*UIN**	*UIN of the legal entity*	*Mandatory*
2	*Name*	*Name of the legal entity / department / area registered for UIN*	*Mandatory*
3	*Email ID*	*Email ID of the legal entity*	*Mandatory*
4	*Name of the Representative*	*Representative of the legal entity*	*Mandatory*
5	*Email ID*	*Email ID of the representative*	*(Optional)*
6	*Mobile Number*	*Mobile Number of the representative*	*Mandatory*
7	*Business Unit Code*	*Identifier of the department/Zones/Office*	*(Optional)*
8	*Contract Reference Number*	*PO reference, Tender ID etc*	*(Optional)*

D. *Other provisions viz. timeline for submission of Performance Security, validity of the Bank Guarantee, refund of the Bank Guarantee / Security Deposit, Encashment etc. shall remain same for the e-BG as stipulated for the Bank Guarantee issued in conventional mode by the Banks.*

E. *The verification through SFMS is not necessary in the case of e-BG.]*

However, Company may approve submission of Performance Security and Additional Performance Security (as applicable) beyond 21 days by another 14 days with late fee @ 0.1% per day of Performance Security and Additional performance security Deposit (if applicable) beyond the period as provided.

[Not to be part of Tender Document: *The approving authority for the above shall be Concerned Director of the concerned Subsidiary/Company.]*

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 30 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the following actions shall be taken:

i) Cancellation of award of service/work.

ii) Forfeiture of the Earnest Money/Bid Security.

iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.

iv) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

Note: Debarment shall be done as per Guidelines for Debarment of firms from Bidding.

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

(a) The Engineer-In-Charge is advised to issue regular reminders and timely notices to the Contractor for timely submission of Performance Security and Additional Performance Security, if applicable.

(b) ***Approving Authority for Forfeiture of EMD, any due amount & Cancellation of award:*** *The Tender Accepting Authority (TAA), limited to CMD of Company, shall be the approving authority.*

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

4.3. If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

A) at Bidder's option by any Scheduled commercial Bank,

B) The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company **(Annexure – IV)**. Bank Guarantee shall be irrevocable and it shall be issued by any Scheduled commercial Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at ……..

The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original Bank Guarantee shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through SFMS and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

The details of Beneficiary for issue of BG under SFMS platform is furnished below:

<table>
<tr><td rowspan="4">Name of Beneficiary & its details</td><td>Name</td><td></td></tr>
<tr><td>Area</td><td></td></tr>
<tr><td>Bank Account No.</td><td></td></tr>
<tr><td>Department</td><td></td></tr>
<tr><td rowspan="2">Beneficiary Bank & Address</td><td colspan="2"></td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>IFCS Code</td><td colspan="2"></td></tr>
</table>

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD)/ Speed Post etc.

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

A. ***Safe Custody and Monitoring of Securities: - As per prevalent Financial Manual.***

For release of Performance Security, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority, i.e., Area GM for works executed at Area/Project Level or HOD of Concerned department for works executed at HQ level with the concurrence of the Finance Division.]

4.4. Deleted

4.5. **Refund of Security Deposit:**

The refund of Security Deposit, i.e., Performance Security and Additional Performance Security (if applicable and available) shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-In-Charge, the Security Deposit remaining with the Company shall be refunded.

It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. *(The date of completion of the contract will be certified by the Engineer-In-Charge).*

Note: Before the refund of Security Deposit a "No Claim Certificate" shall be taken from the Contractor/Service Provider.

4.6. **Award of work/service to Abnormally low bid:**

Option 1: There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids (ALB).

In case of ALB, the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. lf, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

As a safeguard, it should be closely monitored that final payments in such cases do not abnormally increases due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

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

It would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

However, in compelling circumstances, the provision for awarding work in case of Abnormally Low Bid with Additional Performance Security may be incorporated in the Bid Document with the approval of the next higher authority *(as per DoP limited to CFDs of* Company*) to the authority competent to finalize the particular tender.]*

OR

Option 2: If Additional Performance Security (APS) is applicable*:*

*Additional Performance Security (APS) shall be applicable if the bid price (excluding GST) is below 15% of the updated/justified cost (excluding GST) Finalized by the Procuring Entity as on the base date **(Base date to be decided by the user department)**. The amount of such APS shall be the difference between 85% of the updated/justified cost (excluding GST) Finalized by the Procuring Entity and quoted price (excluding GST).*

Updated/justified cost shall be based on prevalent market rate of material components and Labour components, analysed as per standard analysis of rate adopted in the preparation of SOR.

Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.

Additional Performance Security (APS) shall be furnished within a time period as mentioned in the submission of performance security clause of Bid Document.

In case the successful Bidder fails to submit the Additional Performance Security within the stipulated time then the following actions shall be taken:

i) Cancellation of award of work.

ii) Forfeiture of the Earnest Money/Bid Security/Performance Security (if submitted).

(In case successful bidder/contractor has submitted the Performance Security but failed to submit the Additional Performance Security (if applicable). Performance Security shall be forfeited in place of EMD.)

iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.

iv) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

Note: *However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.*

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

(a) ***Approving Authority for Forfeiture of EMD/Performance Security (if submitted), any due amount & Cancellation of award:*** *The Tender Accepting Authority (TAA), limited to the level of CMD of Company, shall be the approving authority.*

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

Additional Performance Security may be furnished in any of the forms as applicable for Performance Security.

The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of an Additional Performance Security, the Contractor shall furnish an extended, renewed or replacement Additional Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Additional Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

This Additional Performance Security will not carry any interest and shall be released in the following manner:

I. *30% of Additional Performance Security will be released after 60% of the total service/work is completed.*

II. *50% of Additional Performance Security will be released after 80% of the total service/work is completed.*

III. *100% of Additional Performance Security will be released after total service/work is completed.]*

*[**NOTE FOR PROCURING ENTITY:** Delete option 1 or 2, which is not applicable at the time of preparation of Bid Document.]*

5. DEVIATIONS/ VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1. The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works.

5.2. If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-In-Charge as follows:

the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which

OR

the rates shall be derived from the Company's prescribed Schedule of Rates, if available based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the Contractor is above or below the estimated amount as per the Bid Documents, failing which

OR

the rate shall be derived from Contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the Contractor. The rate to be determined by the Engineer-In-Charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.

However, the Engineer-In-Charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The Contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3. Alterations in the quantities or ‘re-appropriation/re-allocation’ of the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a Revised Work Order for the item/items involved is issued. Such alterations/ ‘re-appropriation/re-allocation’ with consent of the Contractor shall need appropriate approval, as below:

a) 'Re-appropriation/re-allocation' of the Quantities and/or Additional quantity up to 10% of original awarded value excluding GST may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

[***Note for Procuring Entity (Not to be part of bid document): -*** *In the above case, approval of Tender Accepting Authority (TAA) limited to CMD of company.*]

b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc, 'Re-appropriation/re-allocation' of the Quantities and/or additional quantity beyond 10% and upto 30% of original awarded value excluding GST may be awarded with the approval of Competent Authority.

[***Note for Procuring Entity (Not to be part of bid document): -*** *This shall require the approval of authority one step higher than the Tender Accepting Authority limited to CoFDs of company.*]

c) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc, 'Re-appropriation/re-allocation' of the Quantities and/or additional quantity beyond 30% limited to 40% of original awarded value excluding GST may be awarded with the approval of Competent Authority.

[***Note for Procuring Entity (Not to be part of bid document): -*** *This shall require the approval of Board of Directors of Company.*]

However, TAA shall be in accordance with prevalent DoP of Company.

5.4. The time for completion of the originally contracted service/work shall be extended by the Company in the proportion that the additional service/work (in value) bears to the original contracted service/work (in value) as may be assessed and certified by the Engineer-In-Charge.

The validity of the Bank Guarantee, if submitted by the Contractor, in lieu of Performance Security / Security Deposit shall be extended taking into consideration the period of extension.

5.5. The Company through its Engineer-In-Charge or his authorized representative, on behalf of the Company, shall have power to omit any part of the service/work for any reason and the Contractor shall be bound to carry out the service/work in accordance with the instruction given by the Engineer-In-Charge or his authorized representative. No claim for extra charges/damages shall be made by the Contractor on these grounds.

5.6. In the event of any deviation being ordered which in the opinion of the Contractor changes radically the original scope and nature of the contract, the Contractor shall under no circumstances suspend the service/work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

5.7. In all cases where the Service Provider/Contractor has been levied a cumulative penalty of 5 percent of the total contract value excluding GST, extension beyond the initial Contract period shall not be considered. However, this shall not be applicable for extension granted on account of hindrances.

6. TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the Bid of the contract is concluded, the Engineer-In-Charge and the Contractor shall agree upon time and progress chart of services to be submitted by the Contractor showing the order in which the service/work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the service/work shall be deemed to have commenced 'on the expiry of 10 (ten) days from the issue of Letter of Acceptance (LOA) or 07 (seven) days after handing over the site of service/work', whichever is later.

However, the date of commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance or handing over the site of work prior to the date as prescribed above.

However, payment for the work done would be made only after execution of the formal agreement.

6.1. If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the service/work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the Contractor to commence the service/work, failing which to forfeit Bid Security or Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in company for a period of minimum 1 (one) year from the date of issue of such letter.

Note: Debarment shall be done as per Guidelines on Debarment of firms from Bidding.

[*Note (Not part of tender document): -*

A. ***Approving Authority for Forfeiture of EMD/ Performance Security and Additional Performance Security, if any (whichever is submitted) & Cancellation of award:*** *The Tender Accepting Authority (TAA), limited to the level of CMD of* Company *shall be the approving authority.*

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

6.2. In the event of the Contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the originally specified or re-fixed delivery period(s) stated in the contract, the Buyer shall be entitled to deduct or recover Liquidated Damages for the delay, unless the delay is covered under Force Majeure conditions. The Liquidated Damages shall be calculated at 0.5% of the contract value (excluding GST) or the Revised Contract Value (excluding GST), whichever is less per week or part of the week of delay. However, the total Liquidated Damages shall not exceed 10% of the contract value (excluding GST) or Revised Contract Value (excluding GST), whichever is less for the delayed quantity. This deduction shall be final and binding without any scope for dispute or controversy.

[***Note for User/Indenting Department:*** *The above clause is indicative, however, suitable provision of Liquidated Damages/ Penalty shall be incorporated in NIT based on the nature/scope of the work/deliverables adopted from any manual of Coal India Limited with the approval of concerned Director. Any other type of LD clause not mentioned in any manual of Coal India Limited may be inserted with the approval of CMD of respective company*]

6.3. Extension of date of completion – on happening of any events causing delay as stated here under, the Contractor shall intimate Engineer-In-Charge in writing immediately:

A) abnormally bad weather,

B) serious loss or damage by fire,

C) civil commotion, strikes or lockouts affecting any of the trades employed on the work,

D) Deleted,

E) any other causes which, at the sole discretion of the Company is beyond the control of the Contractor.

F) **Force Majeure (FM) Clause:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the contractor along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the contractor would not be liable for imposition of any such sanction so long as the delay and/ or failure of the contractor in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

(A) The successful Bidder/ Contractor will advise, in the event of his having resort to this Clause by a registered letter/speed post/ registered email duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

(B) For delays arising out of Force Majeure, the Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

"Hindrance Register" should be maintained for recording the hindrances.

The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-In-Charge.

Time extension on account of hindrance shall be granted by Engineer-In-Charge during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied.

Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

6.4. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be by party's agreement, expressed or implied.

The extension of time other than on account of hindrance shall be granted with the approval of Accepting Authority of the tender limited to DoP.

6.5. Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties, i.e., Contractor's representative and Engineer-In-Charge's representative on daily basis and counter signed by EIC at the time of periodical review meetings to be held at least once in a month by the Engineer-In-Charge, whose decision in these cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority limited to Area General Manager for Area services/Concerned HoD for Hq Services, whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.

6.6. Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of Contractor) at same terms and conditions.

6.7. **Concurrent delays -** when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EoT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

6.8. **Limitation of Liabilities**

Except in cases of criminal negligence or willful misconduct:

1. neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Entity and

2. the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent/copyright infringement.

3. the aggregate liability of the Procuring Entity to the Contractor except for patent/copyright infringement, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.

6.9. **Denial Clause –** If delay in services is attributable to the contractor, the procuring entity should protect itself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the contractor of extension of the delivery period. In the denial clause (applicable for delays attributable to contractor), any increase in statutory duties and/ or upward rise in prices due to the PVC clause and/ or any adverse fluctuation in foreign exchange are to be borne by the contractor during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC, and foreign exchange rate. Thus, in cases of delays attributable to contractor, PVC, other variations and foreign exchange clauses operate only during the original delivery period of the services.

7. **QUALITY ASSURANCE:** The Contractor shall carry out and complete the service/work in every respect in accordance with the contract and shall ensure that the work/service conforms strictly to the instructions of the Engineer-In-Charge or his representative. The Engineer-In-Charge or his representative may issue from time-to-time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

8. **MEASUREMENT AND PAYMENT:**

Note for User/Indenting Department: *The modalities for measurement and payment for service are to be framed by the user/Indenting department. The general guidelines for "measurement & payment" are as below:*

8.1. Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor or his authorized representative.

8.2. Before taking measurements of any work, the Engineer-In-Charge or the person deputed by him for the purpose shall intimate the Contractor in writing / through e-mail at least 5 days before (scheduled date) of the measurement to attend or to send his representative to attend the measurement and will be carried out on earlier date as mutually agreed. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the Contractor objects to any of the measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.3. In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-In-Charge or by his authorized representative shall be taken to be the correct measurement of the work done.

8.4. Payment on Account - The Contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-In-Charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.5. Payment on account shall be made on the Engineer-In-Charge of work/service certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, and such other amounts as may be deductible or recoverable in terms of the contract.

8.6. Any certificate given by the Engineer-In-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-In-Charge by any subsequent certificate or by the final certificate.

8.7. The Company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Contractor are the subject matter of dispute or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of overpayment on demand or from any other company (CIL/Subsidiary).

8.8. Amount payable/ repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by statutory authority.

8.9. The payment shall be made at monthly interval (Calendar Month).

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel the contract, if the Contractor

A. makes default in proceeding with the works/services with due diligence and continues to do so even after a notice in writing from the Engineer-In-Charge, then on the expiry of the period as specified in the notice.

Or

B. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-In-Charge, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing.

Or

C. fails to complete the work/service or items of work/service with individual dates of completion, on or before the date/dates of completion or as extended by the Company, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing.

Or

D. shall offer or give or agree to give any person in the service of the Company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the Company.

Or

E. obtains a contract with the Company as a result of ring tendering or other non-bonafide method of competitive Bidding.

Or

F. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-In-Charge.

The Engineer-In-Charge or his authorized representative may give a written notice; cancel the contract in default and debar the contractor for minimum one year from participating in future bidding.

The approving authority shall be TAA or ‘CMD, if originally awarded by CFDs/CMD or Board’.

***[Note (Not to be Part of Bid Document)*: -** *In some cases, termination is the optimal choice; in others, it is detrimental to the overall intent of the assignment. This implies a missed opportunity and a waste of the funds already expended on the assignment. For these reasons, termination should be avoided if possible.]*

9.1 The Procuring Entity may consider it as a breach of Contract and the contract may be terminated under the following circumstances:

A. In the case of a partnership firm/Joint Venture, any of its partners/members is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act. If the Contractor being an individual in the case of proprietary concern, the contract shall stand terminated, in case of insolvency/liquidation.

B. In the case of the Contractor being a Company, its affairs are under liquidation either by a resolution passed by the Company or by an order of Court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the Company, if any, the contract shall stand terminated.

C. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

D. If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the Procuring Entity/owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the Procuring Entity/owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the Procuring Entity/owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Procuring Entity/owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

E. **Frustration of Contract:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether because of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, without repercussions on either side.

9.2 On full termination or full cancellation of the contract, the Engineer-In-Charge shall have powers:

A. To take possession of the site and carry out balance service/work through any other agency.

B. To give the contractor or his authorized representative of the work, 7 (seven) days' notice in writing for taking final measurement for the service/works executed till the date of cancellation or termination of the contract. The Engineer-In-Charge or his authorized representative shall fix the time for taking such final measurement and intimate the contractor in writing / through e-mail at least 5 days before the measurement to attend or to send his authorized representative to attend the measurement and will be carried out on earlier date as mutually agreed. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-Charge or his authorized representative as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

C. After giving notice to the Contractor to measure up the service/work of the Contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Contractor or take up departmentally, to complete the service/work. The Contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

In such an event, the Contractor shall be liable for loss/damage suffered by the Procuring Entity because of action under this Clause and to compensate for this loss or damage, the Procuring Entity shall be entitled to recover higher of the following:

I) Forfeiture of Security Deposit comprising of Performance Security and Retention Money and Additional Performance Security, if any, at disposal of the Procuring Entity.

Or

II) 20% of value of incomplete work. The value of the incomplete service/work shall be calculated at the Agreement rates (excluding GST) as mentioned in LOA/Work Order/Revised Work Order for the items and quantities remaining incomplete, when notice in writing for termination of service/work was issued to the Contractor.

It is being clarified that the above liability is over and above the penalties payable by the Contractor on account of LD (Liquidated Damages) provision of Clause 6.2.

The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the Procuring Entity as per law or as per agreement, will be recovered from any money due to the Contractor on any account or under any other contract and in the event of any shortfall, the Contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of service/work or performance of the contract and in case action is taken under any of provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum for any service/work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such service/work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 9.1(d).

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 9.1(d).

Note: However, debarment shall be done as per Guidelines on Debarment of Firms from Bidding.

[Note (Not part of tender document):

a) ***Approving Authority to impose penalty amount & Cancellation/termination of contract:*** *The Tender Accepting Authority (TAA), limited to CMD of Company, shall be the approving authority.*

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

9.3 **Suspension of work/service -** The Company shall have power to suspend the progress of the work/service any part thereof and the Engineer-In-Charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein,

A) A drop-in requirement, or

B) on account of any default on the part of the Contractor, or

C) for proper execution of the work for reasons other than any default on the part of the Contractor, or

D) On ground of safety of the work or part thereof.

However, during the suspension no claims for compensation, damages shall be entertained by the company. The Contractor shall adhere to all instructions issued by the Engineer-In-Charge regarding the suspension, and any resumption of work/service shall be carried out strictly as per further directions provided.

9.4 Foreclosure of contract in full or in part: If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work/service for any reason whatsoever the company, through its Engineer-In-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

A) to pay reasonable amount assessed and certified by the Engineer-In-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

B) to pay the contractor at the contract rates full amount for works/services executed and measured at site up to the date of such abandonment.

C) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works/services carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer-In-Charge.

D) to take back the materials issued by the company but remaining unused, if any, in the work/service on the date of abandonment/reduction in the work/service, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

E) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

***[Note (Not part of Bid Document): -** The foreclosure shall require the approval of authority one step higher than the Tender Accepting Authority limited to CoFDs.]*

The Contractor shall, if required by the Engineer-In-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-In-Charge to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

***Note:** However, the LD (*Liquidated Damages) *as per Clause 6.2 will be levied on the Contractor, if there is any shortfall against the executed work till foreclosure of contract.*

10. DELETED

11. WORK EXPERIENCE CERTIFICATE / COMPLETION CERTIFICATE:

For ongoing work or on completion of the service/work and notifying the same by the Contractor to the Engineer-In-Charge or his authorized representative, work experience certificate / Completion Certificate shall be issued by the Engineer-In-Charge or his authorized representative in the event the service/work is executed satisfactorily in every respect.

12. RESPONSIBILITIES OF THE CONTRACTOR:

[***Note for User Department:*** *To be framed/modify by the user department based on the nature of Service and applicability of Input Tax Credit (ITC), RCM & BOCW Cess etc.*]

i. The Company reserve the right to let other Contractors in connection with the project for the introduction and stores and materials and execution of his/their works/services and the Contractor/Contractors shall co-operate in the works/services.

ii. The Contractor/Contractors shall employ only competent, skillful and orderly men to do the work/service. The Engineer-In-Charge shall have the right to ask the Contractor/Contractors to remove from the work site any men of the Contractor/Contractors who in his opinion is undesirable and the Contractor/Contractors will have to remove him within 24 hours of such orders.

The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. All these persons shall be in the direct administrative control of the contractor. The service provider should ensure that the persons to be deployed are not alcoholics or drug addicts and do not indulge in any activity prejudicial to the interest of the Procuring Entity. The Contractor / service provider shall ensure to get the Police verification for all the manpower deployed by them, and the contractor should ensure that the manpower deputed should bear good moral character.

A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Engineer-In-Charge as and when required.

iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

The Contractor/Contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The Contractor/Contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

iv. The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-In-Charge or his authorized representative. The Contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the Contractor's/Contractors' tendered rates.

vi. The Contractor/Contractors shall furnish to the Engineer-In-Charge or his authorised representative with service/work reports from time to time regarding the Contractor/Contractors organisation and the progress made by him/them in the execution of the work/service as per the contract agreement.

vii. All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by bidder or by company under reverse charge mechanism shall be dealt as per GST Act.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

The 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., Company) to bidder/Contractor (if GST payable by bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/Contractor.

However, in case Contractor is GST unregistered bidder/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 Company directly to concerned authorities in terms with GST provisions.

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

If Company 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 Company 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.

viii. The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The Contractor/Contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work/service to the entire satisfaction of the Company.

The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work/service. The Company shall have no liability whatsoever on this account.

x. No sub-letting/sub-contracting of the service/work by the Contractor is permissible. Prior permission is required to be taken from the Procuring Entity for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the contractor. Procurement of material, hiring of equipment or engagement of labour will not mean sub-letting/sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract value excluding GST price specified in the contract (limited to 50%).-Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

xi. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction.

The Contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license. The Contractor is solely responsible for its obligation under Labour Codes and Rules relating to personnel deployed by it onsite or off-site for execution of the contract, as applicable.

The Contractor shall not engage any person of less than 18 years of age and females may be engaged during night hours while complying with the relevant laws.

The Contractor/Contractors shall not pay less than the wages fixed (notified and prevalent during execution of the bid for services as per state govt./central govt., whichever is higher) or HPC Wages (if applicable) in respect of his employees of different categories.

The payment of wages to the workers should be made through Bank.

The Contractor shall ensure that all workers engaged by them either open a new bank account or convert their existing savings/salary account to a bank that has an MoU with CIL under the Corporate Salary Package. The Contractor must facilitate their workers in opening or converting these accounts. If any worker chooses not to avail this facility, the Contractor shall submit an undertaking from that worker to the HR Manager of that unit/project, clearly stating their decision not to opt for the facility.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

The Contractor shall arrange treatment facilities to Contractor's workers. However, treatment facilities, as available at Company's hospital and dispensary shall be provided to Contractors' workers, in case Contractor wants to avail it. The treatment facility at Company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment.

However, the OPD Medical facilities to be extended to spouse and children up to the age of 18 years, of contractors' workers, in Company's hospitals/dispensaries, co-terminus with the contract's period.

The Contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.

The Contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Payment of Wages Act, Motor Vehicle Act, Workermen's Compensation Act, Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The Company shall have no responsibility / liability whatsoever on these accounts. The Contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The Contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g; bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

The contractor shall be bound to pay to their workers engaged in mining activities as defined under Section 2 (h), (i) & (k) of the Mines Act, 1952 in respect of every accounting year a minimum bonus (as modified from time to time in the Payment of Bonus ACT or applicable statute) or "Performance Linked Incentive (PLI) for Contractor Workers" in lieu thereof which shall be 8.33 percent of the salary of wages earned by the worker during the accounting year irrespective of whether they are covered under Payment of Bonus Act, 1965 or not.

OR

"The contractor shall pay to its workers engaged in non-mining activities, in respect of every accounting year, the statutory bonus as admissible under the extant law governing payment of bonus, as amended from time to time, or, where such workers are not covered under the said provisions due to wages exceeding the prescribed ceiling (presently ₹21,000 per month, or as revised from time to time), a Performance Linked Incentive (PLI) at the rate of 8.33% of the salary or wages earned during the relevant accounting year, strictly in accordance with other terms, conditions, eligibility criteria and modalities as may be prescribed under the extant law governing payment of bonus."

The Contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge.

The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that the persons to be deployed are not alcoholics or drug addicts and do not indulge in any activity prejudicial to the interest of the Procuring Entity. The Contractor / service provider shall ensure to get the Police verification for all the manpower deployed by them, and the contractor should ensure that the manpower deputed should bear good moral character.

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the Contractors or by any act of omission/ commission on the part of the Contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the Company shall be recovered from the Contractor along with the costs and expenses incurred by the Company on the same.

xii. All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of laborer considered necessary.

xiii. **Insurance –** The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works/services or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work/service so that on completion, the work/service shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-In-Charge, if any:

a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b. The Contractor shall pay directly the ex-gratia amount of *Rs 25 lakhs* to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by Company.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of *Rs 25 lakhs* in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the service/work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor.

If the Contractor fails to disburse the special Relief / Ex-gratia within the due date, the company may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and / or other subsidiaries /CIL.

"***Note:*** *The above provision shall be is applicable in accordance with the Mines Act, Section 2(h), 2(j), and 2(K), ensuring compliance with the relevant legal framework.*"

c. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-Contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted rate.

d. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.

The Contractor shall whenever required produce before Engineer-In-Charge the policy or policies of insurance and receipt of payment of the current premium.

xiv. **ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.**

a. The successful Bidder shall arrange accommodation, security etc. of its own for its workmen. However, Company may provide accommodation, if available, on chargeable basis on request made in writing by the Contractor.

b. Subject to availability, the Procuring Entity may allot at his own discretion and convenience, land for the construction of Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement with the approval of Engineer-In-Charge.

The Contractor shall remove immediately on completion of the work/service such buildings and make good, to the satisfaction of EIC, all the damages sustained.

The Contractor shall not use the land for any purpose other than that for or in connection with the contract.

In case Contractor requires any land additional to what is made available to him, the Contractor shall make arrangement for the same at his own cost.

c. It will be the responsibility of Contractor, to whom the work/service would be allotted, for making other arrangements at their own cost.

d. Electric power, if available, may be made available for the work/service by the Procuring Entity at one point within the site or near the site on conditions as specified:

The Contractor shall arrange at his own cost necessary cabling/wiring, switch board, switch gear etc. and shall be responsible for the safe maintenance.

Distribution arrangement shall be done by the Contractor at his cost as per approved layout. Distribution arrangement shall be shifted and rerouted at the

Contractor's cost during execution of work, if same is required for continuation of work or for any unforeseen reason.

The Contractor shall install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of power due to non-availability of such facility near the site. No idle wages will also be allowed on this ground.

The Contractor shall remove immediately on completion of the work such distribution system and all installations and make good, to the satisfaction of EIC, all the damages sustained.

The Contractor shall employ certified and licensed electrician for carrying out the work and its maintenance.

e. The Contractor shall make his own arrangement for water required for the work. Water, if available, may be utilized for this purpose. Distribution to required places will be the responsibility of Contractor. Water charges @1% of the contract value excluding GST will be deducted, if applicable. Drinking water, if available, will be provided free of cost by Company at one point. The Procuring Entity doesn't guarantee uninterrupted supply. It will incumbent on the Contractor to make alternative arrangement for drinking water at his own cost.

xv. **Indemnifying Procuring Entity regarding Intellectual Property (IPR):** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor shall indemnify the Procuring Entity against any breach of third party's IPR. The Contractor (and its allied firms) shall maintain confidentiality and secrecy of Procuring Entity's information provided to it (or that it comes across during execution of Contract).

13. DISPUTES RESOLUTION

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.

2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in

question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-In-Charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.

3. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-In-Charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2. Issues related to the pre-award tender process or conditions.

3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.

4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.

5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.

6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to:

   a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.

   b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government’s policies in this regard.

   c) Purchase preference policies regarding MSEs and Start-ups.

14. SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

The contractor should make request in writing to the Engineer-In-Charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the Company.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to
For works executed at Area / sub-area / project level where Area GM is not Engineer-In-Charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-In-Charge:	HOD (concerned department), Subsidiary HQ
For works executed at / through HQ level where HOD(concerned department) is not Engineer-In-Charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD(concerned department) is Engineer-In-Charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-In-Charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

a) Adjudication

b) Mediation

Note: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

<u>Adjudication</u>

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual

clause(s), as also the amount of claim (item-wise) to the concerned Director, Company for invoking resolution of the dispute through Adjudication.

2. Concerned Director Company can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Company not below the rank of HOD / E8, as the case may be).

   [***Note: Not to be part of Bid Document:*** *The Adjudicator is to be appointed preferably within one week of receipt of representation by the contractor for invoking resolution of the dispute through Adjudication.*]

3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

Note: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

(i) Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Company. A neutral third party, known as the Mediator, facilitates the mediation process.

(ii) **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.

(iii) **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members)

for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):

i. A retired judge.

ii. A retired high-ranking officer and/ or technical expert.

2. ln cases where a HLC is constituted, the Company may either

   i. negotiate directly with the other party and place a tentative proposed solution before the HLC or

   ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or

   iii. use the HLC itself as the mediator.

3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.

4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.

   [***Note: Not to be part of Bid Document:*** *Competent authority for such approval shall be one level above the Tender Accepting Authority limited to Board of Directors of concerned* Company.]

5. [***Note: Not to be part of Bid Document:*** *Mediation agreements need not be routinely or automatically included in procurement contracts/ tenders. The absence of a mediation agreement in the contract does not preclude pre-litigation mediation. Such a clause may be incorporated where it is consciously decided to do so.*]

6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.

(iv) Appointment of Mediator(s):

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.

2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of Company after consultation with concerned Legal department shall propose names of

three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.

4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).

5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

(v) **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the Company where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) **The Process:**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.

3. **Confidentiality:** Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely: -

   i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;

   ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;

iii. documents prepared solely for the conduct of mediation or in relation thereto;

iv. any other mediation communication.

v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

(vii) Termination of Mediation: The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

(viii) Mediated Settlement Agreement (MSA): As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

*[**Note: Not to be part of Bid Document**: Competent authority for such consent shall be Tender Accepting Authority limited to CoFDs of concerned* Company.*]*

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.

5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

*[**Note:** No interest shall be payable by the Procuring Entity to the contractor for any monetary claims/disputes in mediation/any other dispute resolution proceedings for any stage.]*

15. **Deleted**.

16. In the event of recovery of any claim towards LD Charges, penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with GST (if applicable) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

17. **CLOSURE OF CONTRACT:** The closure of contract shall be done within a period of 60 days after completion of the work/service, with the approval of the Area General Manager of concerned area /HoD of HQ, if the service related to HQ, after obtaining approval for deviation in estimates, wherever applicable, in accordance with Clause 5.3 of the Buyer Added General Terms & Conditions.

SECTION 6.2 – BUYER ADDED SPECIAL TERMS & CONDITIONS (BUYER ADDED STC)

Note: The user/indenting Department shall frame the Buyer added Special Terms & Conditions of Contract as per nature of non-consultancy Services.

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

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

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

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

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

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

SECTION 6.3 – GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

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

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

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

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

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

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

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

   v) Continued and repeated failure to meet contractual Obligations:

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

      b. On termination of contract.

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

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

   viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

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

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

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

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

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

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

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

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future contracts from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm, including its allied firms after the issue of a debarment order by the entities in the jurisdiction mentioned in the order (DoE/MoC/CIL/Subsidiary Company (as applicable)). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (opening of first bid, normally called as technical bid, in case of two packet/two stage tendering) nor debarred on the date of contract (i.e., date of issue of Letter of Acceptance/ generation of GeM Contract, whichever is later).

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

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

6. In case Subsidiary Company/CIL debarred the firm along with allied firms, if applicable as mentioned at Sl. No. 4, above, that a particular firm should be banned PAN CIL by debarring the firm from taking part in any bidding procedure floated by the CIL & it's Subsidiaries. Subsidiary Company may refer the case to CIL with the approval of CMD of company within 15 days after issuance of debarment order by procuring entity. For referring the case to CIL with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and

documents. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

7. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

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

8. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. The period of debarment shall not exceed 02 (Two) years. In case of clause (4)(vi) above, period of debarment shall be 02 (Two) years.

9. Once a contracting entity is debarred, it shall be extended to the constituents including allied firms of that entity, i.e. members (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner/member make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

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

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

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

12. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

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

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

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

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

    A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

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

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

17. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CPP Portal/CIL/Subsidiaries/GeM Portal, as per applicable permits).

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

SECTION 07 – GENERAL GUIDELIENS FOR MANPOWER HIRING, PRIVATE SECURITY MANPOWER AND VEHICLE HIRING SERVICES

1. Manpower Outsourcing Services

a) Least Cost System (LCS) should be considered for procurement of Manpower Outsourcing Service, wherever appropriate, especially in high value cases. Single Stage Single Cover (one part) tendering system without reverse auction may be applicable for Manpower outsourcing Services – Fixed Remuneration irrespective of Estimated Cost Value as per GeM Portal functionality.

b) In the procurement of Manpower Outsourcing Service, the minimum service charges (minimum floor price, inclusive of transaction charges) may be fixed as 3.85% (inclusive of GST). The procuring entities can also fix the service charge above 3.85% with proper justification on file, wherever required. However, such charges should not exceed 7% (inclusive of GST) in any case.

c) There is no bar on award of tenders to lowest bidder, if he has quoted service charges more than the minimum prescribed service charges in the tender document (i.e. 3.85% to 7%)

d) This stipulation of Minimum floor price is applicable only if standalone Manpower is procured (not for Manpower plus Materials contracts) that too on the basis of service charges.

2. Private Security Manpower Services

a) Security services offer protection for life and property against theft, pilferage, fire etc., safety to manpower, guiding visitors to the premises, regulating entry of unwanted visitors, salesmen and maintenance of visitors register. This is one of the most frequently outsourced Non-Consultancy services. The Private Security Agencies (Regulation) Act, 2005 (PSARA) regulates the functioning of private security agencies in India. A PSARA license and labour licence are required for any person or entity that wants to operate a private security agency in India. The state government (in which the agency will be operating) issues these licenses.

3. Vehicle Hiring for Office Use

a) **Mode of Procurement and Type of Contract:** One of the most common outsourcings is hiring of staff cars for use of the executives. The procurement of vehicles for office use on a monthly basis shall be carried out as a Rate Contract through an Open Tender Enquiry (OTE). This type of contract allows the procuring entity to hire vehicles at predetermined rates for a specified period, ensuring flexibility and cost-effectiveness.

b) **Contract Period:** As decided by the user department. Include provisions for early termination, due to unsatisfactory performance.

c) **Price Variation Clause (PVC), if considered:** To account for fluctuations in operational costs, such as fuel prices and wages, the contract will include a Price

Variation Clause (PVC) based on acceptable indices. This ensures fair compensation for the service provider and continuity of service in case of significant changes.

d) Bid Design: Appropriate eligibility, qualification, and selection criteria will be defined. Requirements for vehicle quality, technical specifications, and driver standards will also be specified. Different car specifications may be outlined for varying purposes. A conditions of contract will be included to define expectations and standards – which may cover – Uptime requirements; Monitoring and reporting, complaint response, resolution and escalation; penalties for non-compliance and KPIs.

e) **Basis of Payment:** Payment for hired vehicles will be based on daily rates, which include specified working hours per day and a set distance, within an overall monthly limit. Rates for additional overtime hours or kilometres will also be specified. Additional charges, such as night service fees for specified hours (e.g., 11 PM to 6 AM), may also be included. Basic monthly charges, overtime/ night charges will be paid monthly, while payments for extra kilometres will be processed on a quarterly basis. Any net extra Kms (after adjusting any shortfall Kms) would be paid off at the end of quarter and any net shortfall in Kms, if any, during the quarter shall be carried forward to the next quarter.

*[**Note:** The point no. e as mentioned above may be considered by the user department at the time of framing scope of work.]*

SECTION 08 – ADVISORY FOR BUYER AS WELL AS SELLER FOR SERVICE TENDER INVITED THROUGH GEM PORTAL (AS APPLICABLE)

1. Formats for Bank Guarantees.

The format provided in the bid document for Bank Guarantee regarding Performance Security shall supersede the format provided by the GeM portal. Seller/bidder are requested to kindly submit the Bank guarantee as per format given in the bid document.

2. Functionality of GeM Portal regarding verification of MSE status of bidder and their bid evaluation.

As per advisory of GeM, "*No online verification of the status of MSE is being done at the GEM end because of the latest order granting benefits up to 3 years after the change of status. Buyers are requested to verify the status of the MSE at their end*".

3. Window for seeking price justification in case quoted value of 'L-1/H-1' is found on higher side by the tender committee and recording of suo-motu rebate if given by L1 bidder.

At present on GeM portal, there is no provision for seeking price justification in case of quoted value of 'L-1/H-1' is found on higher side. The price justification shall be sought outside the GeM Portal through e-mail of TIA. If 'L-1/H-1' seller/bidder gives suo-motu rebate then the same may be recorded on GeM portal using the Tab of "Need to Negotiate with L1?" till development of the functionality for the same by GeM.

4. Functionality of GeM regarding challenge rejection window for disqualified bidders.

Any document submitted by the seller through challenge rejection window shall not be considered other than application uploaded as '**appeal/representation**' by procuring entity.

5. Period of Bidder's representation window.

At present, by default GeM gives only 4 days for seeking clarification through bidder's representation window. Till development of the functionality regarding selection of bidder's representation period as per respective manual at buyer end, if buyer want to select the period more than the period provided by GeM Portal, the same may be modify with the help of GeM Authority.

6. Reply of queries against the clarification sought by bidder through Bidder's representation window.

If the response of buyer is more than the character limit mentioned in the GeM portal, the response shall be submitted through Corrigendum till development of the functionality by GeM to upload document through bidder's representation window.

7. Bid duration period is upto 45 days in GeM Portal or as per GeM functionality.

Till development of the functionality regarding selection of bid duration period more than 45 days as per respective manual. The same may be implemented with the help of GeM Authority.

8. Period of completion of work shall be in number of days only.

The period of work in days as mentioned in the Scope of work / Bid document shall supersede the period mentioned in the GeM Contract.

9. GeM functionality regarding Bid Validity Extension.

The request for Bid Validity Extension to be sought through GeM Portal as well as through offline mode (outside the GeM portal, through e-mail of TIA.

10. Non-receipt of e-mail to seller sent by Tender Inviting Authority (TIA).

Non-receipt of an e-mail sent by TIA as per directives of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in Bid Submission Confirmation (BSC) sheet is seller's responsibility.

11. Issuance and communication by TIA to seller / bidder through e-mail to comply the provisions of Bid Document.

Non-receipt of an e-mail sent by TIA to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in BSC is seller's responsibility.

12. Invoicing of first bill shall be done through GeM Portal.

No payment for the work shall be made before execution of this agreement as per Bid Document and the GeM contract shall be created on GeM portal to conclude the tending process on GeM. After that the invoicing of first payment bill shall be done through GeM portal and all the payment of work shall be done outside GeM Portal.

13. What action shall be taken by the Tender Committee (TC) if the IP addresses of more than one seller/bidder are found to be matched during the bidding process?

If it is observed that the IP address used for submitting bids by two or more bidders is the same or appears to be linked, the Tender Committee (TC) shall take the following steps:

i. The TC shall seek clarification from the concerned bidders without disclosing the name of another bidder regarding the matching IP address and ask them to submit a written explanation along with supporting documents, if any along with shortfall document/technical clarification link.

ii. The TC shall examine the explanations, along with technical records, system logs, and other relevant evidence available on the GeM portal or e-tendering system and also take help/support of relevant technical department of the company.

iii. If the TC is satisfied that there is no evidence of collusion, cartelization, or bid rigging, the bids may be considered for further evaluation with proper recording of reasons.

iv. However, if the TC concludes that the matching IP address indicates collusive bidding, manipulation, or unfair trade practice, the concerned bids shall be rejected and appropriate action may be recommended as per applicable rules, including debarment or blacklisting, if warranted.

v. The entire process and decision of the TC shall be duly documented in the tender file with clear justification.

FORMATS/ ANNEXURES

ANNEXURE – I (INTEGRITY PACT)

Between

(the Procuring Organisation) hereinafter referred to as "The Principal," and ___________________ hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for__________________(Name of Work), 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 above-mentioned principles.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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 relation to the tender process or the contract execution.

   c. The Principal shall exclude from the process all known prejudiced 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 Bhartiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act (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 actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s):

1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to

observe the following principles during participation in the tender process and during 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 during 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 bidding 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 Service Providers", 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 Service Providers" is placed on Annex A 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 in the matter.

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 tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s), before contract 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 into 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 respective company.

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 excluding GST, as applicable 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 incorrect statement on this subject, the Principal shall act like para (2) of Section 4 above.

Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors:

In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contracts(s).

1) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

2) 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)/Sub-Contractor(s):

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

Section 8 - Independent External Monitor:

1) The Principal shall appoints competent and credible Independent External Monitor(s) for this Pact after approval by 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. He/ she reports to the CMD of respective Company.

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, CMD of respective Company and recuse himself / herself from that case.

5) The Principal shall provide to the Monitor 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 to 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, CMD of respective Company, 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, CMD of respective Company a substantiated suspicion of an offence under relevant BNS/ PC Act, and the Management of the Principal, CMD of respective Company 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 disqualification of 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 Management of the Principal CMD of Company.

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 Joint Venture (JV), this agreement must be signed by all JV 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 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 Annexure, the Clause in the Integrity Pact shall prevail.

(For & On behalf the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place ___________	
Date ____________	

ANNEX-A TO INTEGRITY PACT – GUIDELINES FOR INDIAN AGENTS OF FOREIGN SERVICE PROVIDERS

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 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 OF JOINT VENTURE AGREEMENT)

(On Duly Notarized Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture agreement is made on this ……………………..day of…………………………………

AMONGST/BETWEEN

M/s……………………………………, having its registered Office at ……………………...
Represented by Shri……………………………. (Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/ agreements on behalf of M/s……………… (hereinafter referred to as" ……………….")

AND

M/s……………………………………, having its registered Office at ………………………...
Represented by Shri…………………………….(Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/agreements on behalf of M/s……………… (hereinafter referred to as"……………….").

AND

M/s……………………………………, having its registered Office at ………………………...
Represented by Shri…………………………….(Name and Designation) of M/s………………..., who has power of Attorney to enter into Joint Venture with…………………………………...and sign all documents/agreements on behalf of M/s……………… (hereinafter referred to as"……………….").

The expressions M/s ………………….. and M/s…………………and M/s ………..shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Parties" and individually as "Joint Venture Member/Party".

WHEREAS M/s……………….and M/s……………… and M/s ………..agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "……………………………..……………………………………
……" (Hereinafter referred to as "Project") under…………………….. (Name of Company) (Hereinafter referred to as "the Principal Employer").

The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Procuring Entity, to execute the Project in accordance with the Contract Terms and Conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be "……………………………….." (here in after called the "Joint Venture").

b) The Head Office of the Joint Venture shall be located at………………………. and the site office will be located at the site of the Project.

c) All communication regarding the Project will be made to Lead Member whose Sri………..…… Telephone Nos………………………….

d) Neither of the parties of the Joint Venture shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing member of the Joint Venture.

e) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

   i) The Joint Venture fails to obtain qualification from the Procuring Entity.

   ii) The Contract for the Project is not awarded to the Joint Venture.

   iii) The Procuring Entity cancels the Project.

   iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.

   v) Both parties agree to terminate this Agreement in writing.

   vi) The Project is completed including defects liability period to the satisfaction of the Procuring Entity and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) LEAD MEMBER

M/s…………………………. shall be the Lead Member of the Joint Venture and is In-charge for performing the contract management. M/s…………………. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all members in the Joint Venture and also all the members of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the Procuring Entity. All Joint Venture Members M/s…………………., M/s……………. & M/s…………………………. nominate and authorize Shri………………. (name and designation) of M/s……………………………… to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

[*Authorization of Lead Member for submission of bid in GeM portal:*

All Joint Venture Members M/s…, M/s……& M/s………………authorize M/s………… (the lead member) to submit the bid on behalf of this Joint Venture for the bidding process and agree that in case of a successful bid, the contract shall be executed by this Joint Venture as per contract terms with the Procuring Entity, *i.e., Company.*]

3) REPRESENTATIVE OF THE MEMBERS OF THE JOINT VENTURE

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the members of the entity, or from the proprietor.

JV Member	Name	Position in the respective Company
M/s ______________	________________	______________________________
M/s ______________	________________	______________________________
M/s ______________	________________	______________________________

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s…………………………	………………… %	(……………..percent)
M/s…………………………	………………… %	(……………..percent)
M/s…………………………	………………… %	(……………..percent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES

All members of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV members.

7) BID SECURITY

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the members of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE

a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing member of Joint Venture with all the liabilities of the existing member from the beginning of the contract with the prior approval of Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture members, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual members.

10) BANK A/C

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by Company to the Joint Venture shall be through that account alone.

11) LIMIT OF JOINT VENTURE ACTIVITIES

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Procuring Entity.

12) TAXES

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS

a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.

b. Subject to the above Clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS where of the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For …………………………	For …………………………	For ………………………
Signature …………………	Signature …………………	Signature ………………
(Name & Address)	(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)	(Official Seal)
Place ………………………	Place ………………………	Place ……………………
Date ……………………….	Date ………………………	Date …………………….

ANNEXURE – III (PROFORMA FOR CIPP)

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 involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for 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 (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning 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;

All such Bidders having prohibited practices, either directly or indirectly, at any stage during the procurement process, shall be disqualified.

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

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

b) Proactive disclosure, whether asked or not, in a tender document:

i) Procuring authorities as well as bidders, suppliers, contractors, consultants, and service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest as per sub-para-a)-v) above – pre-existing or as soon as these arise at any stage in any procurement process or execution of contract;

ii) Bidders must declare, any previous transgressions 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 bidder/contractor 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 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. **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:

i) If his bids are under consideration in any procurement

a. Forfeiture or encashment of bid security;

b. calling off of any pre-contract negotiations; and

c. rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b. Forfeiture or encashment of any other security or bond relating to the procurement;

c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding two years and not less than six months;

b. In case of anti-competitive practices, information for further processing may be filed by the Competent Authority, with the Competition Commission of India;

c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

For ………………………
Signature ………………
(Name & Address)
(Official Seal)
Place ……………………
Date …………………….

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

1. A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation.

2. All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this *undertaking shall be in-built in the PR format in ERP of CIL.]*

ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)

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

To
………………………..
………………………...
Re: Bank Guarantee in respect of Contract No/LOA 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 letter of acceptance………………. 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 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 settlement of dispute 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 of Rs. ……………….and Company's 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 or 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 at _________ 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.

** Kindly refer the relevant clause of respective Manual for validity period of Bank Guarantee.*

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

We hereby declare that we are authorised to execute this bank guarantee.

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.

ANNEXURE – V (PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS)

NOT APPLICABLE

Instructions to Bidders for both BGs

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 ………… 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.				

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.

iv) 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 ……… Limited at ………… (as the case may be) by Speed Post /Registered Post (AD).

ANNEXURE – VI (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)

1. Name of Bidder: ____
2. Address of the Bidder: ____
   City: ______________________________ PIN Code: _____________
   E-mail Id: ____
   Permanent Account Number: ___________________________________
3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

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

Place:
Date:
Signature of the Party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.
Banker's Stamp
Date
(Signature of the Authorized official from the Bank)

ANNEXURE – VII (PROFORMA FOR LETTER OF BID)

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER

To,

The Tender Inviting Authority.
.... Limited

Sub: Letter of Bid for the work/Service "___________" (*to be filled by the TIA*)

Ref: No.: "_________________________" (*to be filled by the TIA*)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

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 website/e-Procurement 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 document.

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

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

All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.

All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

I/ We hereby authorize department to seek references / clarifications from our Bankers.

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.

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance shall constitute a binding contract between us and …….(*To be filled up by Department*) Limited.

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 .... …….(*To be filled up by Department*) Limited shall, without prejudice to any other right or remedy, be at liberty to" cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" **OR** to act as specified in the Bid Document.

ANNEXURE – VIII (PROFROMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

(For a specific tender or for a particular category of tender, relevant Clauses may be added/ modified/ substituted/ deleted while framing the standard Bid Document)

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 / We …..have 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.

   [***Note:*** *Where applicable, evidence of Competent Authority shall be attached.*]

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 – IX (SAMPLE FORMAT FOR LOCAL CONTENT CERTIFICATE)

Part – 1: For ECV up to Rs. 10 Cr.

Ref. No: ……….……………………….   Date: …………………….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……….……………………….   dated …………………….

We certify that the works/services offered by us against the tender for the work "…………………………… (Name of work)" against Ref. No. .... Dated……………., meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e………% (indicating the percentage of local content).

* Equal to or more than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.………% (indicating the percentage of local content).
(***Delete whichever is not applicable.)**

The details of the location(s) at which the local value addition is made is / are as under:

1.
2.

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

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

Part – 2: For ECV more than 10 Cr.

Ref. No: ……….……………………….   Date: …………………….

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……….……………………….   dated …………………….

*I/We …………………. the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (<u>Strike-off which is not applicable</u>) of M/s ………………., having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

OR

*I/We …………………. The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s …………………, having registered office at …………………… hereby confirm that the percentage of local content in the offered product / service of M/s …………………………… is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).
(***Delete whichever is not applicable.)**

For ……….. (Name of the firm issuing the Certificate)

Sign: ………………….

Official Stamp ……………

UDIN No.: ………………

M. No.: …………………

Place: …………………

Date:

The details of the location(s) at which the local value addition is made is / are as under:
1.
2.

Signature of Bidder / Authorized Representative

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

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

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

ANNEXURE – X (PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND FORM OF DECLARATION)

Invitation for Negotiations

(On letterhead of the procuring entity)

Letter No: ____Dt: __________

To

M/ s___________________________ (Registered A/D)

Sub: **Tender No ---------------- opened on --------------for the work of -----**

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on.......... (date) at........(time) at.......(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Enclosure:
1. Form of Declaration
2. Form of Revised Offer

Yours faithfully,
(Authorised Officer)

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On bidder's letterhead)

Letter No:____ Dt:____________

To _____________________________

Sub: **Tender No. ---------------- Opened on --------------for the work of -------------**

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____________ duly authorised on behalf of M/ s. _________________do declare that in the event of failure of the contemplated negotiations relating to Tender No.______________ opened on _____________my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: __________________________

Date: __________________________

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder

ANNEXURE – XI (PROFORMA FOR REVISED OFFER IN NEGOTIATION)

Format of Revised Offer in Negotiations
Revised Offer in Negotiations
(On bidder's letterhead)

From…………………………………………………………………………………..

Full address………………………………………………………………………………

To ....

Sir,

Sub: Tender No ---------------- opened on --------------for the work of -------------------------

Ref: Your invitation for negotiations no: __________________ dated: __________________

1. On further discussions with your representatives on ………………….in response to your letter no …………………………….. dated ……………..

   "*We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to……………………………….*

   Or

   I/ we reduce my/ our rates from ……… to ………. and the same shall be recorded on GeM portal as per GeM Portal functionality."

1. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

2. I/ we undertake to execute the contract as per following Schedule..............

3. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/180 days from this date, i.e., up to …………………… and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or Officer authorised to sign the bid documents on behalf of the bidder

ANNEXURE – XII (SAMPLE CHECKLIST OF WORK EXPERIENCE CERITIFICATE)

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).

2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)

3. PAN and GSTIN (as applicable):

4. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).

5. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).

6. Name of Contractor: (In case of a Joint Venture, Share of each Joint Venture Member).

7. Name & Address of Employer/Work Order Issuing authority of experience.

8. Start Date & End Date of Qualifying Experience:

9. Executed Value of Work: (Should be for the period as declared in BSC)

ANNEXURE – XIII (SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE)

The Working Capital Certificate issued by practising chartered Accountant/cost Accountant should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. Name of Bidder:

2. PAN No.:

3. Amount of Available Working Capital inclusive of lines of credit:

Sl. No.	**Particulars**	**Value in Rs.**
(1)	**(2)**	**(3)**
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit	
5	Working Capital inclusive of Access to lines of credit (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

4. Date on which bidder possess working capital:

5. Name of Chartered Accountant (CA)/Cost Accountant with Membership No.:

6. Date of issue of Certificate:

7. Certificate should be issued by Practicing CA/Cost Accountant (having Membership No.) containing UDIN No.:

NOTE:

1. Access to line of Credit shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.

   * The net availability of funds is the availability of unutilized portion. Further the certificate issued by Chartered Accountant/Cost accountant must ensure that access to line of credit exist on the date of issue of certificate.

2. In case of Joint Venture, Bidder needs to submit the Working Capital Certificate of individual Members and the requirement of Working Capital shall be met as per following proportion:

   i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.

ii. All other **individual** members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

ANNEXURE – XIV (SAMPLE FORMAT FOR LETTER OF ACCEPTANCE)
(Specimen Copy – Respective Company may modify suitably)

To,

M/s ________________

Name of service/work: -

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 value of Rupees _____________(______________) (amount in words and figures), is hereby accepted as follows:

Detailed Works/Service Description and contract value including applicable GST @_____.

*Base rate of Diesel for the instant tender shall be _________________ (As on 10th day prior to the last date on which the tenders were stipulated to be received, including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any), i.e., ______.

The time of completion for the work shall be ………… days / month which shall be counted from the expiry 'of 10 (Ten) days from the issue of letter of acceptance or 7 days from the handing over site of work', whichever is later.

However, the date of commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance or handing over the site of work prior to the date as prescribed above. 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 Buyer added Instruction to Bidders for an amount of Rs. ……………… within 21 days of issue of this letter of acceptance, i.e., ……………….. and sign the contract failing which actions as stated in Clause No. 3.1 (b) (v) / 26 of Buyer added Instruction to Bidders will be taken.

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

You are advised to Contact Engineer-In-Charge (__________), for detailed work order and execution of agreement.
…………………………………………………………………..

Yours faithfully,

Tender Inviting Authority

Distribution:

1. As per Company Practice.
2. Jurisdictional Assessing Officer (Through e-mail)

ANNEXURE – XV (SAMPLE FORMAT FOR NO CLAIM CERTIFICATE)
(Specimen Copy – Respective Company may modify suitably based on the nature of work/service)

(On Contractor's firm letterhead)

To,

The Engineer-In-Charge
________________Limited

Subject: No Claim Certificate

Ref: **Contract Agreement no. ---------------- dated --------------for the work/service of ------ -------------------**

Sir,

We have received the sum of Rs. (Rupees ____________________________________ only) in full and final settlement of all the payments due to us for the delivery of services of ________________________________ under the above-mentioned contract agreement. We hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract
documents
on behalf of the contractor
(company stamp)

Date:
Place:

ANNEXURE – XVI (SAMPLE FORMAT FOR SHOW-CAUSE NOTICE)
(Specimen Copy – Respective Company may prepare in consultation with Legal Department)

Ref. No. Date:

To,
[Contractor's Name]
[Contractor's Firm Name]
[Address]
[e-mail ID]

SHOW CAUSE NOTICE

Subject: Show Cause Notice for debarment of your firm includes allied firms from participating in Tenders of ………………. Limited for the following misdemeanour.

Name of Work:

Ref. No.:

Dear Sir/Madam,

1. As a service provider participating in tenders, you must maintain the highest standards of ethical conduct and transparency, as laid down in the Code of Integrity in Public Procurement and other provisions in the relevant Tender Documents/Contracts.

2. Due to your misdemeanour mentioned below relating to the Tender Document/ Contract referred to above, you are proposed to be debarred from participation in all tenders/ contracts of ………….. Limited for a period of ……………. Months/ years.

3. **Articles of Misdemeanours**: As per the imputations detailed in Annexure-1 attached herewith, it is determined that you have committed the following serious misdemeanours relating to the tender/ contract referred to above:

   a. (You breached the Code of Integrity in Public Procurement as specified in (clause…..) in the Tender Document/ Contract referred to above).

   b. (You made a false declaration of local content as Class I/ Class II local suppliers under Public Procurement (Preference to Make in India, Order 2017, Dtd 16/09/2020 or later, i.e., the Make in India Order), which is also be treated as a breach of code of integrity.)

   c. (any other actions or omissions by the firm that, in the opinion of the ……….. Limited, warrants debarment).

4. **Opportunity to Explain:**

   a. In light of the above misdemeanours, we hereby grant you a fair opportunity to explain in writing why you should not be debarred, as mentioned in para 2 above.

b. Your response should include Specific Reasons, Mitigating Factors, and Corrective Measures that you intend to take to rectify the situation and prevent recurrence.

c. Please also mention if you desire to avail of additional opportunities for an oral hearing in addition to the written submissions.

d. Please address your response to the undersigned using the contact details mentioned below.

e. **Response Deadline**: Please submit your response within 15 days. Failure to do so will result in further action, including an order for debarment.

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

   i) You, being a proprietary firm, own it,

   j) 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.

   k) You have common Management (say the majority of the directors) with it.

   l) Your partners or directors have a majority interest in its management;

   m) You have a controlling voice by owning substantial or majority (20% or more) shares in it.

   n) You directly or indirectly control it, are controlled by it, or are under common control through any agreement/ MoU or otherwise.

   o) You are a successor/ subsidiary to it or vice-a-versa;

   p) You have common offices/ manufacturing facilities with it.

6. Annexure-1 details the imputation based on which these misdemeanours have been determined.

7. Annexure 2 lists the documents relied upon for establishing such imputation.

Please treat this matter as most urgent.

Sincerely,
[Authorized Signatory]
[Name]
[Designation]
[Organization Name]
[Seal/Signature]

Annexure 1: (Details of actions/ omissions committed by the firm)

Annexure-2: (List of relied upon documents)
DA: (Copies of documents attached)

Note*- The action on allied firms will be taken on the basis of declaration submitted above. However if the declaration regarding allied firms submitted above, found to be wrong then further action may be taken as per guidelines for debarment.

ANNEXURE – XVII (SAMPLE FORMAT FOR DEBARMENT ORDER)
(Specimen Copy – Respective Company may prepare suitably in consultation with Legal Department)

Ref. No. Date:

To,
[Contractor's Name]
[Contractor's Firm Name includes allied firms]
[Address]
[e-mail ID]

Subject: Your company has been debarred from participating in Tenders of ………….. Limited for a period of ……….. days/months/years.

References:

a) Relevant Tender/ Contract: (….)
b) This office Show-Cause notice No. (….), dated (….)
c) Your Written reply(ies) to the show-cause notice No (….), dated (….) and
d) (Oral Hearing grant to you on (….) with (….))

Dear Sir/Madam,

1. After thoroughly evaluating the evidence and your submission mentioned above, it has been established that your company committed the serious misdemeanour mentioned below. As a result, ……………. Limited has decided to debar your company from participating in any of our tenders of all entities covered under the jurisdiction mentioned below for a period mentioned below.

   a. The Debarment shall automatically extend to all your allied firms, listed in Annexure-A, attached herewith. In the case of a joint venture, all members shall also stand debarred.

   b. Debarment does not impact the procuring entities' other contractual or legal rights.

   c. Tenders concluded before the issue of the debarment order shall not be affected by the debarment Orders.

2. **Reasons for Debarment:**

   a. It is determined that you have committed the following serious misdemeanours relating to the tender/ contract referred to above. Details of these misdemeanours are given in Annexure-B, attached herewith:

   b. (Please see the format of show-cause notice for possible misdemeanours)

3. **Other Consequences of Debarment:**

a. During the validity of the debarment order, no contract of any kind whatsoever shall be placed on your firm, including your allied firms, covered under the jurisdiction as mentioned below.

b. Your firm's Bid Security/ Performance Security/ any other amount, as applicable for the subject tender/ contract was forfeited, i.e., Rs. ……………. vide ref. no. ………. Or shall be forfeited, i.e., Rs. …………. (delete whichever is not applicable)

4. **Jurisdiction of Debarment:**

5. **Debarment Duration:** Effective immediately, your company is debarred from participating in any procurement process of the entities covered by the jurisdiction mentioned above for a period from ………… to ………..

6. **Revocation of Debarment:** Upon completion of the debarment period, this debarment shall automatically stand revoked.

We trust that your company shall rectify its conduct after the debarment period. Sincerely,

Sincerely,
[Authorized Signatory]
[Name]
[Designation]
[Organization Name]
[Seal/Signature]

Annexure-A: (List of Allied Firms that also stand debarred)
Annexure B: (Details of actions/ omissions committed by the firm)

Copy To:
1. All Allied Firms as per Annexure-A – Your firm also stands debarred as above.

As per respective Company Norms.

ANNEXURE – XVIII (SAMPLE FORMAT FOR WORK ORDER)
(Specimen Copy – Respective Company may modify suitably)

.... LIMITED
Office of the ___________________

Adress...

Ref. No. Date:

To

M/s ....

Dear Sir,

Sub: Name of the Service/Work

Ref: - Bid Document No.

1. Pursuant to the Bid Document No. .... dated .... Tenders were invited for the above-mentioned service/work and were opened online on............ and you had submitted a tender/offer in response to the aforesaid Tender Notice as per the terms and conditions stipulated for submission of such tenders which form part of this Work Order.

2. The management of .... Ltd. having decided to award the service/work in your favour, the service/work is awarded to you for a period of ……. Days commencing from .... (date) on the following terms and conditions:

3. Work Description: ....

Security Deposit

4. Performance Security Deposit, Retention Money and Additional Performance Security if any. (As per relevant Clause of Buyer added GTC).

Payment of Bills

5. You shall submit monthly running account bills supported with receipt challans for the measurement of work/ certified by the official authorized by the Company's purpose.
   Standard Deductions –

   a. 2% of the Running Account bill to be deducted towards income tax.

   b. Any other deduction as decided by Company.

Statutory Obligations - on Contractor's Account

6. Statutory obligations for engagement of contract labour (to be on Contractor's Account) are to be specified as under:

   a) Maintenance of statutory records

   b) Payment of workmen's compensation

   c) Holding of license as required under statute

   d) Compliance with the provisions of safety regulations

   e) Provision of medicines/ medical facilities to workmen to be engaged by the Contractor.

   f) Payment of wages/ other benefits to workers.

Penal Clauses/ Recovery of Damages

7. Penal Clauses/ recovery of damages are to be specified as under:

   a. Any shortfall in the quantum of work as per buyer added GTC (Clause 6.2).

   b. Forfeiture of Security Deposit due to unsatisfactory performance / violations/ breach of terms of contract.

   c. Recovery of monetary loss/ damage to the Company arising out of any action on the part of the Contractor

   d. Any other items of special nature for a particular unit.

Change in Scope/ Nature of Service/Work During Progress of Service/Work

8. It shall be dealt as per relevant Clauses of the Bid Document (Deviation Clauses, Clauses related to extension of Time etc.)

Appointment of Sub-Contractor by Contractor

9. No sub-letting/sub-contracting of the service/work by the Contractor is permissible. Prior permission is required to be taken from the Procuring Entity for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.

   The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the contractor. Procurement of material, hiring of equipment or engagement of labour will not mean sub-letting/sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract value excluding GST price specified in the contract (limited to 50%).-Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

Termination/ Cessation of Service/Work with Notice

10. The management reserves the right to terminate the service/work by giving notice by displaying such notice on the colliery/ Area / HQ notice board (as applicable), without assigning any reason. The measurement in such eventuality be taken up to the date of such termination by the management.

11. The management reserves the right to terminate the contract under the following specific conditions/ circumstances:

    a) Unsatisfactory performance of the contracted service/work

    b) Involvement in action causing breach of peace and discipline within the Company/area premises.

    c) Failure to comply with terms and conditions of the contract

    d) Moral turpitude

    e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the service/work

    f) Any action on the part of the Contractor which in the opinion of the management is detrimental to the interest of the Company.

Production of Evidence for Payment of Government Dues Connected with the Service/Work, if applicable

12. The Contractor is to produce evidence of payment of government dues (e.g. toll taxes) which he is under legal obligation to pay to state government or any other legal authority to the Company every month.

Escalation in the Rates

13. Escalation in the rates shall not be considered under any circumstances as the rates have been quoted and Finalized for a given period for which the contract is to remain in force.

Contractor's Representation at Site

14. The Contractor shall depute his agent/ representative to be in charge of the service/work during the period of contract. The agent/ representative shall receive instruction on the Contractor's behalf, from the Engineer-In-Charge or any official authorized by him for the purpose.

15. The above terms and conditions are, however, subject to review by the Management and may be revised/ altered in the interest of the service/work as may be mutually agreed upon.

Yours faithfully,
Engineer-In-Charge

Copy To: -

1) Corporate Finance / Associate Finance.
2) Jurisdictional Assessing Officer etc.

NOTES:

1) Draft Work Order is only a specimen form content.

2) Additional Clauses e.g., Penal Clauses/ recovery of damages, termination Clauses, etc. may be inserted according to the requirement in a particular case.

ANNEXURE – XIX (SAMPLE FORMAT FOR AGREEMENT)
(Specimen Copy – Respective Company may modify suitably)

This agreement, made the _______________ day of ___________20___________ between ___________ ________________________ (name and address of the Procuring Entity) (hereinafter called "the Procuring Entity" and ____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Procuring Entity is desirous that the Contractor execute ____ _____________ (name and identification number of Contract) (hereinafter called "the Works") and the Procuring Entity has accepted the Bid by 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 agreement, services and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Procuring Entity~~,~~ to execute and complete the services and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby convenants to pay the Contractor in consideration of the execution and completion of the services and the remedying of the defects wherein 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 Agreement, viz.:

   (i) Letter of Acceptance;
   (ii) Notice to proceed with the work;
   (iii) Contractor's Bid;
   (iv) Buyer added Conditions of Contract;
   (v) Specifications;
   (vi) Drawings;
   (vii) Bill of Quantities;
   (viii) Scope of work and Conditions of Contract;
   (ix) Integrity Pact and
   (x) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of ____

was hereunto affixed in the presence of: ________________________________

Signed, Sealed and Delivered by the said________________________________

in the presence of: ____

Binding Signature of Procuring Entity ____

Binding Signature of the Contractor

Signature of Witness
(Name, address & Date)

ANNEXURE – XX (SAMPLE FORMAT FOR SCOPE OF WORK/BILL OF QUANTITY ETC.)
(Specimen Copy – Respective Company may modify suitably)

1. Tenders are invited on-line on the website https://gem.gov.in from the eligible Bidders. The registration should be in the name of bidder for Individual/ Proprietorship firm/ Partnership firm/ Limited Liability Partnership/ Company registered under Companies Act or any other legal entity. Whereas for participation of Joint Venture through GeM portal, the registration of bidder shall be done in the name of the Lead Member and the submitted documents in the bid against eligibility shall be as per eligibility criteria laid down in the Bid Document. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

Detailed Works/Service Description and estimated value including maximum applicable GST @_____.

2. TIME SCHEDULE OF TENDER:

- **Bid Start Date/Time:** Will be Defaulted To The Date/Time When Bid Is Published
- **Bid Duration: _______** Days
- **Bid End Date/Time: _______***24 hrs from the Bid Start Date/Time
- **Bid Opening Date/Time:** 30 Min after Bid End Date & Time / Date & time mentioned in the GeM Bid Document
- **Seek Clarification/Representation:** As per GeM Portal
- **Pre-Bid Meeting / Interaction:** As per GeM Bid Document (If applicable)

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

*Note:

i. **Procuring Entity's State-wise GSTINs:**

ii. If number of bids received online is found to be less than three on end date of bid submission, then the following critical dates of the Tender will be extended automatically (one-time) at the time of bid opening as per GeM functionality for a period of four days (24*4 hrs).

   - Last date of submission of Bid.

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

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

iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.

iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.

v. The validity period of the tender should be decided based on the final end date of submission of bids.

vi. The Procuring Entity reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

vii. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in it's entirely, as its sole discretion.

viii. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. **Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit GeM Portal regularly to keep themselves updated.**

ix. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

x. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.

xi. Execution of work by engagement of child labour is also prohibited.

xii. The Bidders should submit bid for the whole work mentioned in the scope of work / bill of Quantity.

xiii. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the Scope of Work/Bill of Quantity.

xiv. The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of Buyer added ITB/GTC instructions will be rejected.

xv. **Procurement of Services through GeM for Services**

i) The guidelines issued by GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM, (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of Chapter – 6 of CIL's CMM.

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

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

iv) In case of any conflict between the provisions of the documents, the order of precedence (in descending order) shall be as follows:

a) Scope of Work / Bill of Quantity (BOQ).

b) Buyer Added Special Terms & Conditions (Buyer added STC).

c) Buyer Added General Terms & Conditions (Buyer Added GTC).

d) Buyer Added Instructions to Bidders (Buyer added ITB).

e) GeM SLA/STC as linked with the GeM Bid Document.

f) GeM General Terms & Conditions as linked with the GeM Bid Document.

4. **Pre-bid Meeting/Interaction (If applicable)**:

Pre-bid meeting will be held on…………………. at…………….. (time) in the office of …………….. The purpose of the pre-bid meeting is to clarify the issues and to answer the 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.

5. The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of Bid Document.

6. **Integrity Pact ***: Bidders are required to accept the integrity pact as available in the Bid document through Bid Submission Confirmation Sheet Provided in GeM Bid Document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company/firm at time of execution of formal agreement. In case of JV, all members shall sign at the time of agreement.

Name, address and contact Number of the Independent External Monitor (IEM) are as follows: -

[Not to Part of Bid Document: *Applicable on Estimated cost for bids as specified by* Company *from time to time].*

Name	Address	Contact Number

Signature
(Tender Inviting Authority)

ANNEXURE – XXI (SAMPLE BID SUBMISSION CONFIRMATION SHEET)
(Specimen Copy – Respective Company may modify suitably based on the eligibility criteria)

<table>
<tr><th colspan="4">Bid Submission Confirmation (BSC) Sheet</th></tr>
<tr><td colspan="2">Name of Work</td><td colspan="2"></td></tr>
<tr><td colspan="2">Ref. No.</td><td colspan="2"></td></tr>
<tr><td colspan="4">Bidders Details</td></tr>
<tr><td colspan="2">Name of the Bidder (If bidder is JV, then the name of JV shall be entered, not the Lead Member submitting bid on behalf of JV)</td><td colspan="2"></td></tr>
<tr><td>Registered Address of the bidder</td><td></td><td>Name of Partners / Directors /Proprietor of the bidder and specify Lead members of JV</td><td></td></tr>
<tr><td>Postal Code</td><td></td><td>Name of Authorized Representative of the bidder</td><td></td></tr>
<tr><td>Bidder's Legal Status (Proprietor/Partnership firm / Company /LLP/JV etc.)</td><td></td><td>Phone No. of Authorized Representative of the bidder</td><td></td></tr>
<tr><td>Correspondence Email id of bidder</td><td></td><td>Mobile No. of Authorized Representative of the bidder</td><td></td></tr>
</table>

Permanent Account Number (PAN) of Bidder		GST IN	

Bidder General Technical Evaluation - Status - Complied

Sl. No.	Particulars	Expected Value	Bidder Value
1.0	Confirmation in the form of Yes/No regarding submission of BID SECURITY AND SUBMISSION OF SAID DOCUMENT or EXEMPTION FOR SUBMISSION OF BID SECURITY as per requirements of Bid Document.	Yes	
2.0	Confirmation in the form of Yes/No regarding possession of requisite document of WORK EXPERIENCE as per requirement of Bid Document.	Yes	
3.0	Confirmation in the form of Yes/No regarding possession of requisite document of AVERAGE ANNUAL TURNOVER as per requirement of Bid Document.	Yes	
4.0	Confirmation in the form of Yes/No regarding possession of requisite document of PERMANENT ACCOUNT NUMBER as per requirement of Bid Document.	Yes	
5.0	Confirmation in the form of Yes/No regarding possession of requisite document of GOODS AND SERVICES TAX as per requirement of Bid Document.	Yes	
6.0	Confirmation in the form of Yes/No regarding possession of requisite document of LEGAL STATUS OF BIDDER as per requirement of Bid Document.	Yes	
7.0	Confirmation in the form of Yes/No regarding acceptance of LETTER OF BID (LOB) as per format given in the Bid Document.	Yes	
8.0	Confirmation in the form of Yes/No regarding acceptance of INTEGRITY PACT as per format given in the Bid Document, as applicable.	Yes	
9.0	Confirmation in the form of Yes/No regarding acceptance of CODE OF INTEGRITY FOR PUBLIC PROCUREMENT as per format given in the Bid Document.	Yes	
10.0	Confirmation in the form of Yes/No regarding possession UNDERTAKING REGARDING RELATIVES AS EMPLOYEES OF COMPANY, RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES, CIPP etc. as per requirement of Bid Document.	Yes	

11.0	Confirmation in the form of Yes/No regarding acceptance of the provisions of Public Procurement (Preference to Make in India), order 2017 and amended time to time and possession of required document.	Yes	

Note: 1. In case, any of the declaration given by Bidder in General Technical Evaluation as above is marked NO under seller/bidder value, the same shall be cross checked by the seller/bidder before submission of Bid.
2. The Bidders are requested to kindly enter the date in dd-mm-yyyy format only.

MSE Certificate No. (If applicable)		**EMD UTR Ref. No. (If applicable)**	

Work Experience Details

Sl. No.	Work Description	Agreement No./Work Order No.	Employer Details	Share in experience %	Value of experienc e in Rs.	Work Experience start date (dd-mm-yyyy)	Work experience end date (dd-mm-yyyy)
1.0							
2.0							
3.0							

Turnover Details

Required Average Annual Turnover in Rs.:	

Sl. No.	Name of Chartered Accountant/Cost Accountant	CA Membership Number	Unique Document Identification Number (UDIN)	Average Annual Turnover in Rs.	Date of issue of Certificate (dd-mm-yyyy)
1.0					
2.0					

3.0					
Note: In Case of Joint Venture, Average Annual Turnover details of the lead member at Sl. No. 1 and for other members at sl. No. 2 & 3. In case the Bidder is other than a JV, the details of Average Annual Turnover must be entered at Sl. No. 1.					