

<p><b>ईस्टर्नकोलफील्ड्सलिमिटेड</b>  राजमहलक्षेत्र, धन्कुंडा  पो० – बड़ासिमरा, जिला – गोड्डा  झारखण्ड – ८१४१६५  ई-टेंडरिंगसेल  विद्युत एवं यांत्रिकविभाग  सी.आइ.एन- U10101WB1975GOI030295  वेबसाइट-www.easterncoal.nic.in</p>		<p><b>EASTERN COALFIELDS LIMITED</b>  Office of the General Manager Incharge  Rajmahal Area, PO- Bara Simra, Dist.:  Godda (Jharkhand)-814165  E-Tendering Cell  E&amp;MDepartment  CIN-U10101WB1975GOI030295  Website- <a href="http://www.easterncoal.nic.in">www.easterncoal.nic.in</a></p>
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NIT No.:ECL/RJML/AE(E&M)/24-25/E-Ten/233

Dateदिनांक: - 19/01/2025

**e-TENDER NOTICE-Safety and Production services (<50 Lakhs)**  
**(Buyer Added ATC)**

1. Tenders are invited online (Single cover -Two Part System) on the website **Government e-Marketplace (GeM Portal - i.e. <https://gem.gov.in>)** from the eligible registered sellers on GeM portal. Details as under: -

Name of work	Estimated cost of work (Without GST) (in Rs.)	GST on estimated cost of work @---% (in Rs.)	Estimated cost of work (including GST 18%) (in Rs.)	Earnest Money (in Rs)	Period of Completion (In Years)
Supply and installation of NGR for 5MVA 33KV/6.6KV transformer of Simra/Hilltop substation at Rajmahal OCP	□13,30,200.00	□2,39,436.00	□15,69,636.00	□19,700.00	30 Days

**NOTE:**i. The tendered work cannot be split.

ii. The bid documents will be available on GeM portal under the 'Service Catalogue' namely "Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)".

**2. Details of GST Registration of ECL:**

GSTIN of ECL	West Bengal (WB)	Jharkhand (JH)
	19AAACE7590E1ZI	20AAACE7590E3ZX

**3. Time Schedule of Tender:**

Sl. No.	Particulars	Date (DD:MM: YYYY)
a.	Bid Publication Date	05.02.2025
b.	Bid End Date/Time	17.02.2025/11:00AM
c.	Bid Opening Date/Time	17.02.2025/11:30AM

\*Note:

- i. If the number of bids received online is found to be less than three till bid opening date, then the last date of submission of Bid and Technical Bid Opening date will be manually extended for a period of Four days.
- ii. This extension will be also applicable in case of receipt of zero bid.
- iii. Bidders will have the right to modify / withdraw their bids during the extended period of submission of bids as per functionality of GeM portal.
- 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. If the above extended date falls on Holiday i.e. a non-working day, then the same is to be rescheduled to the next working day.
- vi. The validity period of the tender should be decided based on the final end date of submission of bids.
- vii. The Employer reserves the right to issue corrigendum / addendum and it shall be binding on part of the Bidders.

**4. Earnest Money (EMD):** 1.25 % of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs as Earnest Money/ Bid Security.

4.1 The Bidder will have to make the payment of EMD through internet banking or NEFT/RTGS mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

Sl. No	Description	For deposition of EMD by prospective bidders.
1	Account Name	Eastern Coalfields Ltd
2	Bank Name	State Bank of India
3	Branch Name	RCMP Branch
4	Bank A/c Number	11524367010
5	IFSC	SBIN0007265
<b>OR</b>		
1	Account Name	Eastern Coalfields Ltd
2	Bank Name	UCO Bank
3	Branch Name	Lalmatia Branch
4	Bank A/c Number	12940200006001
5	IFSC	UCBA0001294

4.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.

4.3 It shall be ensured by the Bidder/Seller that date & time of EMD amount being credited to above mentioned ECL Account falls on or before the scheduled bid submission end date & Time. The same will be verified by Buyer manually after opening GeM Bid.

4.4. The qualification in the bid will be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule bid submission end date and time.

4.5 In case of any delay for payment through NEFT/RTGS after the stipulated date & time the company will not be held responsible for that.

4.6 The bidder has to upload the scanned copy of the online payment receipt containing UTR Number or scanned copy of counterpart of the “NEFT / RTGS application forms” returned by the bank containing

the alpha-numeric Unique Transaction Reference (UTR) number as the case may be, while submitting the bid on GeM portal.

4.7 If the net payment credited to ECL bank account is found to be less than the stipulated amount of EMD as per bid document, then the bid will be rejected.

4.8 EMD exemption will be applicable to those Sellers/bidders of GeM portal which are covered in GeM bid document.

4.9 The Earnest Money/Bid Security deposited will be refunded to the **successful bidder** after submission of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option

4.10 Refund of EMD: As per provisions of GeM GTC, however, to get the submitted EMD refund, bidders/Sellers are required to submit the Mandate Form along with the bid as per proforma given in the bid document (Annexure-VII).

No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

4.11 The Bid Security/Earnest Money may be forfeited:

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

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

4.12 The Bid Security/ EMD deposited with the Employer will not carry any interest.

## 5. Clarification of Bid:

The Bidder may seek clarification on-line within the specified period as per functionality of GeM portal. However, the management will clarify as far as possible the relevant queries.

## 6. Eligible Bidders:

A. The Invitation for Bid is open to all Bidders / Sellers registered in GeM Portal including an Individual, Proprietorship firm, Partnership firm, Joint Ventures(JVs)/Consortium, Company registered under Companies Act. The registered Bidders / Sellers shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in the Buyer Added ATC / GeM Bid.

Note: Joint Ventures (JV) are not permitted in the procurement of Other (Non-consulting) services for Estimated Contract Value (ECV)  $\leq$  2.0 Crore.

However, for Estimated Contract Value (ECV)  $>$  2.0 Crore, Joint Ventures (JV)/Consortium are allowed to participate.

**B. Joint Venture (JV)/Consortium:** Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract. (Proforma of JV Agreement is attached in Buyer Added ATC as Annexure-XII)

Joint Venture/Consortium 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/Consortium must comply the following requirements:

- i. The JV/Consortium must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/Consortium agreement, whereas they may enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc.) in the name of JV/Consortium before execution of the Agreement.
- ii. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice/Bid document.
- iii. The formation of JV/Consortium or change in the JV/Consortium character/ members after submission of the bid and any change in the bidding regarding JV/Consortium will not be permitted.
- iv. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract.
- v. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV/CONSORTIUM. In case of dissolution of a JV/CONSORTIUM, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- vi. The bid submission must include documentary evidence to the relationship between JV/CONSORTIUM members in the form of JV/CONSORTIUM Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/CONSORTIUM. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vii. One of the members shall be nominated as ‘In-charge’ of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.  
All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.  
Note: This authorization must be a part of the JV/Consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.
- viii. The JV/CONSORTIUM 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/CONSORTIUM and the entire execution of the contract shall be done with active participation of the Lead Member.
- ix. The contract agreement should be signed by each JV/CONSORTIUM members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.
- x. An entity can be a member in only one JV/Consortium. Bid submitted by JVs/Consortium/Lead Partner, consisting of the common entities as member will be rejected.
- xi. The JV/CONSORTIUM agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii. The earnest money / bids security bank guarantee can be submitted by the Joint Venture/Consortium or one or more partners of the Joint Venture/Consortium.
- xiii. The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period bid will be rejected.

If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the members of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.

xiv. JV/CONSORTIUM agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

**Note:** If the work is awarded to a JV/CONSORTIUM firm, they will register the JV/CONSORTIUM agreement under Registration Act in accordance with law.

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

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

C. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

D. 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.

E. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

## **7. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.**

### **7.1 Eligibility criteria to qualify for award of the contract-**

#### **a. WORK EXPERIENCE:**

i) The bidder must have ~~at least three years~~<sup>2</sup> experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/ PSUs/Nationalized Banks with duration of service shall be furnished.

ii) The bidder must have successfully executed/completed /ongoing similar Services in any year over the last three years i.e. the last three financial years (ending month of March prior to Bid opening): -

a) Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost;

or

b) Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost;

or

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

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

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender: -

Any of the JV partner/JV itself shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

OR

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender: -

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

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

OR

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

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

Or

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender: -

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

**Definition of Similar works: -**

*“Supply & Installation of earthing system or earth fault system of NGR in mining Area.” at any Govt. Organization, including Central Govt/State Govt/PSUs/ CIL Subsidiaries”.*

**Scanned copy of documents to be uploaded by Bidders / Sellers (CONFIRMATORY DOCUMENT):**

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

*In case the bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual partners of JV/Consortium or the JV/Consortium itself as mentioned above may be furnished as the work experience of the bidder.*

**b. Equipment AND MANPOWER REQUIREMENT:** The Bidder is required to accept

unconditionally in GTE (General Technical Evaluation) as an undertaking in the prescribed format to deploy matching equipment and manpower as per NIT either owned or hired.


**c. PAN Card:** PAN card issued by Income Tax department, Govt. of India

**Scanned copy of documents to be uploaded by Bidders / Sellers.**

PAN card issued by Income Tax department, Govt. of India.

**Note:** In case of JV/CONSORTIUM, each Indian member of JV/CONSORTIUM should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV/CONSORTIUM itself should possess PAN.

**d. 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 during bid submission as per above.

**Scanned copy of documents to be uploaded by Bidders / Sellers.**

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

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 Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

**In case of JV/Consortium, Bidders should submit scanned copy of GST status of Lead Partner only**

**Note:-**

- In case the work/service is awarded to a Joint Venture/Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the Joint Venture/Consortium at the time of execution of Agreement.*
- If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.*
- During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).*

**e. Legal Status of the Bidder:** The Bidder should be of Proprietorship / Partnership Firm / Limited Liability Partnership / Joint Ventures (JVs)/ Consortium/Private Limited / Limited company /

Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Service(s) to the Buyers registered on GeM.

**Supporting Documents to be uploaded online on GeM portal:**

1. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV/CONSORTIUM Bidder:

- i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.
- ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/CONSORTIUM agreement on behalf of them.
- iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM as mentioned below:
  - a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.  
OR
  - b) Partnership deed containing name of partners.  
OR
  - c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.

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

- a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.  
OR
- b) Partnership deed containing name of partners.  
OR
- c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder
- f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount need to be provided.
- ~~g. Proposals for subcontracting components of the Services amounting to more than 10 (ten) percent of the Contract Price need to be provided.~~
- h. Written Consent regarding Arbitration:** It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture/ Consortium. (Annexure-IX)
- i. LOB and UNDERTAKING (Genuineness):** If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures VII & VIII respectively.
- j. Restrictions on Public Procurement from certain countries:** As per provisions of GeM Portal.
- k. Undertaking:** An undertaking is to be given on Bidder's / Sellers letterhead online as per the format given in the bid document. (Annexure-IX)
- l.** The MSEs are required to submit a 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.

**m. Purchase Preference under 'Make in India' Policy for "Local supplier".**

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, 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.**

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.
- 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 online:**

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

Note:-

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format.
- b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in 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.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

7.2 Even though the Bidders/Sellers meet the above eligibility criteria, they are subject to be disqualified

- a. if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
- b. On account of currency of debarment as applicable.

7.3 If the Bidder/Seller 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/Seller 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.

7.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

**7.5 CHECK LIST OF DOCUMENTS TO BE UPLOADED / ACCEPTED UNCONDITIONALLY BY THE BIDDERS/SELLERS:**

**(i) Confirmatory Documents to be uploaded by the bidder / seller:**

Sl. No.	Eligibility Criteria	Information to be furnished by Bidder	Scanned copy of documents to be uploaded by bidders/Sellers in support of information/declaration furnished by the bidder/seller against Eligibility Criteria.
1.	<p><b>WORK EXPERIENCE</b></p> <p><b>As per Clause No. 7.1 (a) of NIT</b></p>	<ol style="list-style-type: none"> <li>1. Start date and end date (i.e. consecutive 365 days) of any year during the last Three years ending month of March prior to Bid opening for which work experience of bidder is to be considered for eligibility.</li> <li>2. Start date &amp; end date of each qualifying experience (similar nature) which must fall within the date range (i.e. start date and end date) as specified in point 1 above.</li> <li>3. Work Order Number / Agreement Number of each experience.</li> <li>4. Name &amp; address of Employer/Work Order Issuing authority of each experience.</li> <li>5. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a joint venture firm/Consortium/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as (100%).</li> <li>6. Executed Value of work against each experience.</li> <li>7. In case the Bidder is a Joint Venture, work experience as above may be furnished as the work</li> </ol>	<p>Bidders/Sellers are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information.</p> <p>Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.</p> <p>NOTE: Relevant required documents are to be uploaded by the bidder / seller in “<b>Experience Criteria</b>” section available under ‘<i>Documents required from seller</i>’ link.</p>

		experience of the Bidders per details mentioned in Clause No. 7.1(a).	
2.	<b>MSE REGISTRATION CERTIFICATE AND SC/ST CERTIFICATE</b>  <b>As per Clause No. 7.1 (l) of NIT</b>	1. Bidders/Sellers are required to upload valid MSE certificate in compliance with the Guidelines of Ministry of MSME Enterprises and also as per the functionality of GeM portal. 2. Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category.  <b>NOTE:</b> Upload MSE Registration Document/Declaration and Certificate as the case may be in respect of status of MSE in “ <b>Additional Doc 1 (Requested in ATC)</b> ” section available under ‘Documents required from seller’ link.	
3.	<b>LOCAL SUPPLIER STATUS OF THE BIDDER</b>  <b>As per Clause No. 7.1 (m) of NIT</b>	<ul style="list-style-type: none"> <li>• If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.</li> <li>• If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.</li> </ul> <b>NOTE:</b> Upload the Local Supplier Status of the Seller Certificate in respect of local supplier status in “ <b>Additional Doc 3 (Requested in ATC)</b> ” section available under ‘Documents required from seller’ link.	
4.	<b>Undertaking</b>  <b>As per Clause No. 7.1 (k) of NIT</b>	An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the Bidder etc. as per the format given in Tender Document, as per ANNEXURE-IX of Bid Document <b>NOTE:</b> Upload duly filled-in and signed Undertaking against “ <b>Additional Doc 3 (Requested in ATC)</b> ” section available under ‘Documents required from seller’.	
5.	<b>VALID PAN, GST &amp; LEGAL STATUS</b>  <b>As per Clause No. 7.1 (c), (d) and (e) of NIT</b>	<b>i) Document for PAN:</b> Valid PAN card issued by Income Tax department, Govt. of India. <b>ii) Document for GST</b> <b>iii) Document for LEGAL STATUS</b> <b>NOTE:</b> Upload Valid PAN, GST Document and Legal Status in single pdf document in “ <b>Additional Doc 4 (Requested in ATC)</b> ” section available under ‘Documents required from seller’ link by merging these 3 documents into single one pdf document.	
6.	<b>Mandate Form</b>  <b>As per Clause No. 4.10 of NIT</b>	<b>As per bid document. (Annexure-VI)</b> <b>NOTE:</b> Upload Mandate form in “ <b>Additional Doc 2 (Requested in ATC)</b> ” section available under ‘Documents required from seller’ link.	
<b>NOTE:</b> Only one file in .pdf format can be uploaded against each eligibility criteria as per extant GeM provision. Therefore, all relevant applicable documents to support the information/declaration furnished by Bidder against eligibility criteria must be uploaded by the Bidder in the same .pdf file to be uploaded against respective eligibility criteria.			

**(ii) Documents to be accepted unconditionally by the bidder / seller.**

Sl. No.	Eligibility criteria	Document description	Scanned documents to be uploaded by Bidder
1.	<b>FLEET REQUIREMENT:</b>	The Bidder / Seller is required to	NIL

	<b>As per Clause No. 7.1 (b) of NIT</b>	accept unconditionally in an undertaking in the prescribed format to deploy matching equipment / tippers / pay loaders as per Byer Added ATC either owned or hired	
2.	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Tender Document. <b>As per Clause No. 7.1 (i) of NIT</b>	If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures VII & VIII respectively.	NIL
3.	<b>Code of Integrity for Public Procurement (CIPP)</b> as Annexure-XI provided in the bid document.	If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the <b>Code of Integrity for Public Procurement (CIPP)</b> provided in Annexure-XI.	NIL
4.	General Technical Evaluation (GTE) Template as Annexure-I provided in the bid document.	If the bidder / Seller participated in the GeM bid, it implied that they have unconditionally accepted the value entered as “Yes” in bidder/seller value column (i.e. last column) in the General Technical Evaluation (GTE) enclosed in the bid document.	NIL

4. **Financial Bid:** As per functionalities available on GeM portal.

**5. Validity Period of Offer**

The rates offered should be valid for 120 days after the last date of submission of Bid. However, extension of bid validity shall be done as per functionalities of GeM Portal.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made as per the features and functionalities of GeM portal. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

6. 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 its entirety, at its sole discretion.

7. 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 shall be issued on GeM portal only.

8. The Bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid as Annexure-III. (Applicable on Estimated cost for bid **Rs. 5 Cr and above**).

Name and address of the Independent External Monitors (IEM): -

Sl. No.	Name of IEM & e-mail ID	Address
1.	Shri V.N. Gaur, IAS (Retd) <a href="mailto:vngaur@gmail.com">vngaur@gmail.com</a>	45. Panchsheel Judges Society, Pocket 7, Builders Area, Greater Noida Gautam Buddha Nagar - 201315
2.	Shri S Srinivasan, IAS (Retd.) e-mail ID: <a href="mailto:s.srinivasan1980@gmail.com">s.srinivasan1980@gmail.com</a>	Flat No D5-107 , Block No. 5, V Floor, Kendriya Vihar , B.B. Road, (Bangalore-Bellary Road), Yelahanka, Bangalore - 560064

- 13. SAVINGS CLAUSE:** As per clause 5 of GeM GTC, terms and conditions under prevalent GeM “General Terms and Conditions (GTC), Service Level Agreement (SLA) of Respective Catalogue of Service (If Available), Miscellaneous Terms And Conditions For Services and subsequent updates/amendments thereafter available at <https://gem.gov.in>” is found to be conflicting with contents of Buyer added bid document along with its ancillary documents, the later shall prevail and will have overriding effect. Furthermore, it is also clarified that whenever contents relating to clauses of instant main NIT are conflicting with the contents getting mirrored / mentioned elsewhere in the ancillary document the former will have its overriding effect.

This issues with the approval of competent authority.

**Tender Inviting Authority**  
**Area Engineer (E&M)**  
**Rajmahal Area, ECL**

**Distribution: - (Through e-mail)**

1. ---
2. ---

**BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS (ATC)**

(This document is a part of e-Tender Notice)

**SECTION-1**  
**INSTRUCTIONS TO BIDDERS**

**1. SCOPE OF BIDDER**

- 1.1. The Eastern Coalfields Limited invites bids for the work as mentioned in the GeM bid. The Bidders should submit bid for the whole work mentioned in the GeM bid.
- 1.2. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

**2. ELIGIBLE BIDDERS: Refer clause No. 6 of NIT.**

- i) The bidder must be registered under appropriate authorities i.e. must be registered with Service Tax authorities/Income Tax/EPF/ESI authorities/ PSARA/ PAN etc;
- ii) Joint Ventures (JV) are not permitted in the procurement of Other (Non-consulting) services for Estimated Contract Value (ECV)  $\leq$  2.0 Crore.  
However, for Estimated Contract Value (ECV)  $>$  2.0 Crore, Joint Ventures (JV)/Consortium are allowed to participate.
- iii) Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- iv) A consistent history of litigation or arbitration awards against the Applicant may result in disqualification;
- v) Each Bidder shall submit only one Bid for one RfP (Request for Proposal). The system shall consider only the last bid submitted through the **GeM portal**. In case of Packaging/ Slicing of Services, it should be clarified, how multiple bids and discounts by a bidder in different slices would be considered.

**3. ELIGIBILITY CRITERIA OF THE BIDDER: Refer clause No. 7 of NIT**

**4. ONE BID PER BIDDER**

4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**5. COST OF BIDDING**

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

**6. SITE VISIT:**

The Bidder, at the Bidder's own responsibility and risk, may be encouraged to visit at their own cost, and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

**7. CONTENT OF BIDDING DOCUMENTS:**

The set of bidding documents comprises the documents listed below as issued online by the Employer, addenda issued in accordance with Clause 9 and also documents generated online as per features and functionalities of GeM portal.

1. Notice Inviting Tender.
2. Instructions to Bidders.
3. Conditions of Contract (Buyer Added ATC).

4. Scope of work/Bill of Quantities.
5. Forms of Securities and form of Article of Agreement.
6. Pre-contract Integrity Pact (if applicable)
7. **Code of Integrity for Public Procurement (CIPP)**
8. Proforma for e-Mandate
9. Guidelines on Debarment of firms from Bidding
10. Other documents, if required as per GeM portal.

**8. CLARIFICATION OF BIDDING DOCUMENTS: Refer clause No. 5 of NIT.**

**9. CORRIGENDUM TO NIT:** Corrigendum should be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

**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 as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The Bidder shall quote prices/percentage for all items of the Works described in the Bill of Quantities. The 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.

11.3 All duties, taxes excluding Goods and Services Tax (GST) & 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 computed. 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 price quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

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

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

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

current bills or any other dues of the supplier/vendor along with interest, if any.

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

11.5 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.

## 12. CURRENCIES OF BID AND PAYMENT

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

## 13. BID VALIDITY: Refer clause No. 9 of NIT

## 14. BID SECURITY/EARNEST MONEY DEPOSIT: Refer clause No. 4 of NIT

## 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/Seller

**EXAMPLE:** If any bidder/seller willing to participate in the tender as an individual/partnership firm/Joint Venture, the bidder should enroll/register their Company name on the website **Government e-Marketplace (GeM Portal)** - i.e. <https://gem.gov.in> as mentioned hereunder:

Name of the bidder as per Legal Status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction	Partnership Firm	ABC Construction
ABC-XYZ (JV)	Joint Venture/Consortium	Lead Partner as provided in clause No. 6 of NIT.

- b. The Bidder will submit their bid online. No off-line bid shall be accepted.
- c. The Bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder 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) the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. 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.

In the undertaking given by Bidder online through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished online 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 as per relevant provision of NIT.
- g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD

exempted Bidder) within schedule date and time as mentioned in the NIT.

h. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.

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

All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and "Price-bid" in Cover-II.

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

- i) **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, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in **GTE** (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- ii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of information/declaration submitted by the Bidder are to be uploaded in the respective link while submitting his/her bid.
- iii) **BOQ:** The Bill of Quantity will be uploaded during tender publication. Bidder/Seller may refer the enclosed BOQ in the Buyer Added ATC while quoting their price in GeM portal. The overall price in terms of percentage quoted by the bidder/seller in GeM portal shall be applicable for all the items of work covered in the said BOQ and the same will be considered as item wise quoted rate by the bidder/seller for the purpose of execution of work. L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition.

#### 16. **DEADLINE FOR SUBMISSION OF BIDS:**

16.1 Bids shall be submitted online on GeM portal within the deadlines prescribed as per GeM Portal.

16.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with relevant clause of NIT/GeM portal, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

#### 17. **MODIFICATION AND WITHDRAWAL OF BIDS:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of bid and the Bidder may modify and resubmit the bid on-line on GeM portal as per provisions of GeM portal.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded.

For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issuance of GeM contract on GeM portal with the following provision of penal action:

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 in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.

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

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

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

#### **Note:**

- a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
  - i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment of firms from Bidding shall be followed for taking above penal action.
  - ii. Penal action against clauses above will be enforced from the date of issue of such order.
  - iii. 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.

## **18. OPENING OF BID: As per functionalities available on GeM portal**

### **19. EVALUATION OF BIDS:**

- 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. Deleted**

##### **II. For Two Part System:**

- A. After opening of Technical bid, the documents submitted by Bidder(s) in Technical bid as enlisted in the GeM Bid 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 GEM Portal. If it confirms to all of the information/ declarations furnished by the Bidder in GEM Portal 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/declaration furnished in GEM Portal or in case corresponding document have not been uploaded by Bidder(s) then the same will be sought through GeM Portal by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 2 days (2 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under "Technical Clarification" link. 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 their personalized dash board 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 online within the specified period of 2 days.

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. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. 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 NIT, then the Bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 2 days. The clarification shall be taken in online mode in the GeM portal only.
- G. 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.
- H. In case Bidder(s) fails to confirm the entered/filled in information(s)/ declaration(s)and uploaded online while submitting the bid in GeM portal 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 his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. 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.

**(Note: 'I' above not to be part of tender document.)**

\*When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD level (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.

- J. After Technical evaluation of tender by the Evaluator and price bid shall be opened online in the GeM portal as per functionality of GeM Portal. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on GeM Portal at rescheduled date and time.
- K. In case none of the Bidder(s) complies the technical eligibility criteria as per NIT, 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).

III. The following clauses are applicable:

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

- ii) In case 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.

- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
- In case of proprietary MSE, proprietor(s) shall be SC /ST
  - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51 % share shall be held by SC/ST promoters.
- vi) Classification of Micro and Small Enterprise are as under:
- a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees.
- b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.
- vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- vii) 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, 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.

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.
- 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%.

**Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

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

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 works which are divisible in nature, the following procedure shall be followed: -
  - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract 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 of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, 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**

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) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 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. 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 next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

### **IV. Requirement for specification in advance:**

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

### **V. Verification of local content:**

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders 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, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate with UDIN 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.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

- e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) 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.
- g) 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-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

#### **I. Reciprocity Clause**

- 1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
- 2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- 3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
- 4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
  - a) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.
  - b) CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (**Note:** To be monitored by Project Monitoring Division).

#### **F. 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 Gol from time to time.**

- i. 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.
- ii. 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.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT 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.
- iv. 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 technical eligibility based on the scanned documents uploaded by Bidder and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

19.4 Contract on GeM portal will be generated, after competent approval and financial concurrence of TCR.

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

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

## **20 PROCESS TO BE CONFIDENTIAL**

20.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such, however, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). 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 Confirmatory documents within prescribed time. This will be specifically mentioned in the GeM bid.

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

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

## **21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

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

21.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

## **22 EVALUATION AND COMPARISON OF BIDS**

22.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 21.

22.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

22.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

22.4 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 or as per the functionalities available on GeM Portal relating to representation / challenge made by the disqualified bidders/sellers (If any). 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.

22.5 Bid evaluation shall be done after taking into consideration overall quoted percentage/price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

22.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that 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 bids document. If, 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.

## **23 AWARD CRITERIA**

Subject to Clause 22, the Employer 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/percentage, 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.

## **24. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

24.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer through GeM portal prior to expiration of the Bid validity period.

24.2 The notification of award of work by generating contract on GeM portal will constitute the formation of the Contract.

24.3 The work order shall be issued by Area GM for the contracts awarded from Company HQ, after submission 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).

Note: For the works awarded with the approval of Area GM or by an Authority of lower level, the practice of issuance of Work Order, signing of Agreement etc. may be followed as decided at Subsidiary Level.

The Agreement will incorporate all agreements between the Employer 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 case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract (GTC).

**No payment for the work shall be made before execution of this agreement.**

24.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder through GeM portal and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of NIT.

24.5 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.

## **25. PERFORMANCE SECURITY/SECURITY DEPOSIT**

Security Deposit shall consist of two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest

For details refer Clause No. 4 of Conditions of Contract (General terms and Conditions)

## **26. Employment of Labour:**

26.1 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 mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. 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 which shall be in accordance with the following guidelines:

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.
2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

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.

**Note:**

However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.

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

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

**27. 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 District court only.

**28. 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 Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.
- iii) The bid document as available online on GeM portal 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.

**29. Integrity Pact (As Applicable)**

Bidders are required to accept the pre-contract integrity pact as available in the Bid document.

**30.1 Code of Integrity for Public Procurement (CIPP)**

Bidders are required to accept the CIPP as available in the Bid document (Annexure-XI). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership/JV/Consortium Firms, all partners shall sign at the time of agreement.

**30. Change in the Constitution of Contracting Agency.**

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

**31. Miscellaneous.**

- 31.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rate/percentage.
- 31.2 The site for work may be made available in parts.
- 31.3 Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.
- 31.4 Provisions related to instructions to bidder shall be a part of agreement.

**32. 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:** As per features and functionality of GeM portal.

33. **Workmen Safety and Insurance:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC (Special Conditions of Contract) ; and

(b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.

34. **Liquidated Damages for Delay in Performance:** As provided by concerned user department and GEM GTC.

35. **Penalty for non-performance:** As provided by concerned user department and GEM GTC.

36. **Price Adjustment:** As provided by concerned user department.

**SECTION-II**  
**CONDITION OF CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS:**

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Eastern Coalfields Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor" / "Contractors" wherever occurs means the successful Bidder/ Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case maybe.
- iv. "The Site" shall mean the site of the contract work including land and any building and erection thereon and any other land allotted by the Company for Contractor's use.
- v. 'Tender Accepting 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.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-In-Charge/Designated Officer-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/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person 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/Designated Officer-in-charge.
- viii. 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 General Terms and Conditions, Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/GeM Contract/Work Order together with Contract Document, shall constitute the Contract.

ix. The 'Works' shall mean the works required to be executed in accordance with the contract or part thereof as the case may be and shall include all extra or additional or any 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.

x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

**Note:** -Functional Directors of Subsidiaries to approve the Schedule of Rates for Coal Transportation, wagon Loading, etc.

xi. 'Contract price' shall mean

- a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
- 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 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 known to him who gives the notice.

## **2. CONTRACT DOCUMENTS:**

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instruction to Bidders,
- (iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- (v) Scope of works/Bills of Quantities,
- (vi) Finalized work programme,
- (vii) Integrity Pact as applicable as decided by different Subsidiary Companies
- (viii) Guidelines on Debarment of firms from Bidding,
- (ix) Code of Integrity for Public Procurement.
- (x) Any other document, if required.

2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the 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 work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-Charge, his representatives or any other officials authorized by the Company for the purpose.

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 maybe.
- 3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contractor 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. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rates shall be regarded as firm and amount corrected.
  - c. 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 two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

4.2. Performance Security (first part of security deposit) should be 5% of annualized value of contract amount or contract amount whichever is less and should be submitted within 21 days of issuance of LOA/GeM contract on GeM portal, by the successful bidder in any of the forms given below

A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank.

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.
- Demand Draft drawn in favour of..... on any Scheduled Bank payable at its Branch at.....

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

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 a Scheduled Bank or
- (b) by a Foreign Bank located in India and acceptable to the Employer.
- (c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract/extended period of contract (if any), whichever is more.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled 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:

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd.
	Branch	Murgasol, Asansol
	Address	Ground floor Plot No.793 Murgasol, GT Road, Asansol-713303
	Bank account No	029105005131
7037	Cust ID of Beneficiary	ECL554567270
7038	Area/ Dept.	
7039	NIT/Work Order/ LOA/GeM Contract No.	

Note: SFMS msg- "IFN760 COV"- New Bank Guarantee, / "IFN767 COV" - Amendment of Bank Guarantee.

ICICI Bank has informed that the following sets of characters are allowed in field 7038 & 7039 for BG advising:-

a b c d e f g h i j k l m n o p q r s t u v w x y z

A B C D E F G H I J K L M N O P Q R S T U V V W X Y Z

0 1 2 3 4 5 6 7 8 9

/ - ? : ( ) . ' + { }

All SMS fields have to be mandatory filled up and no field is to be left blank

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).

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, 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.

In case of JV/Consortium/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Consortium/Partnership firm.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

## **Safe Custody and Monitoring of Securities-**

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Corporate Finance CIL/ Subsidiary for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

4.4 All Running on Account Bills shall be paid at **97%**. The balance **3%** shall be treated as Retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.

4.5 Refund of Security Deposit:

The refund of Security Deposit 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.

Performance Security (1<sup>st</sup> part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge)

Retention Money (2<sup>nd</sup> part of security deposit) shall be refunded within **150 days** of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

#### 4.6 Additional Performance Security (APS):

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that 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 bids document. If, 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 increase due to extra items. Further, there is no abnormal increase in quantities of the item for which contractors have initially quoted very high rates.

### **5. DEVIATIONS/ VARIATIONS IN QUANTITIES:** As per functionalities available on GEM Portal.

### **6. Time for Completion of Contract-Extension Thereof, Defaults and Compensation for Delay:** As per functionalities available on GEM Portal.

### **7. Penalty for non-performance:** As provided by concerned user department and GEM GTC

### **8. QUALITY ASSURANCE:**

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge 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.

### **9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:**

As per functionalities available on GEM Portal

## **10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:**

As per functionalities available on GEM Portal

## **11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:**

On completion of the work and notifying the same by the Contractor to the Engineer- In-Charge, Completion Certificate shall be issued by the Engineer-In-Charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of Security Deposit shall, however, be made as per relevant Clause of the contract.

## **12. 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.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to Area GM. If difference still persist the dispute shall be referred to a committee constituted by the Owner. The committee shall have one member of the rank of Director of the Company who shall be Chairman of the Committee.

If differences still persist, then matter shall be resolved through conciliation.

### **Conciliation:**

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes 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.

In case of parties other than above Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

### **13. SETTLEMENT OF DISPUTES THROUGH ARBITRATION**

(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

(iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

(v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.

(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

#### **Sole Arbitration Clause:**

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.

(vii) Contracts with Partnership firm/ Joint Venture/Consortium:

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture/Consortium care should be taken to obtain consent of all the

partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.

(x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

## **14. Formula for Price Variation Clause:**

[Refer Para 6.2.6 (ii) and Para 9.15.10 of Manual for Procurement of Consultancy and Other Services]

(The formula for price variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25% (ten to twenty-five percent). That portion of the price represented by the fixed element and profits and is not subject to variation. The portions of the price represented by the material element and labour element along will attract price variation.)

The formula for price variation will thus be: -

$$Pa = Po \left[ \frac{\{F + a (M1/M0) + b (L1/L0)\}}{100} \right] - Po$$

Where: -

Pa is then adjustment amount payable to the supplier (a minus figure will indicate a reduction in the contract price) on the date of supply.

Po is the contract price on the base date (which is taken as the date on which tender is due to open).

F is the fixed element (as the percentage of the total price) not subject to price variation.

a is the assigned percentage to the material element in the contract price.

b is the assigned percentage to the labour element in the contract price.

(F, a and b being percentages should total 100)

Lo and L1 are the average wage indices for the quarter before the quarter in which base month falls and for the quarter before the quarter in which date of supply falls; respectively.

For example, for a tender opening on March 17, 2016 (base date), Lo would be average wage index for the quarter of Oct-Dec 2015.

Mo and M1 are the material prices/indices as average of the month, two months prior to the month in which base month falls and average of the month, two months prior to the month in which date of supply falls, respectively. For example, for a tender opening on March 17, 2016 (base date), Mo would be prices/index as average of the month of January 2016. All material prices/indices will be basic prices without excise duty and without any other central, state, local taxes and duties and Octroi.

If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My, Mz.

The following conditions would be applicable to price adjustment:

- Base dates shall be due dates of opening of bids (technical bid in two or three envelop/cover system).
- Date of supply shall be the date of calculation/determination of the price variation.
- No price increase is allowed beyond original delivery period.
- No price adjustment shall be payable on the portion of contract price paid to the seller as an advance/interim payment after the date of such payment.
- Total adjustment will be subject to maximum ceiling of \_\_\_\_%.
- No price adjustment shall be payable if this is less than or equal to 2% (two percent) of Po.
- Payments for each supply would initially be made as per the base price mentioned in the contract. Price adjustment bill should be submitted only quarterly for the supplies made during the quarter.
- In GTE tenders extra care should be taken in selecting the price indices. Preferably the price indices should be from the same country and of same currency as the country and currency of the bidder. In case price is in a currency of a country where inflation is low and the indices are from country with much higher inflation rates, (M1/M0) and (L1/L0) should be multiplied by a correction factor of exchange rates (E1/E0), where E0 is

the exchange rate of country of M and L indices with reference to currency of price P. For example, if M&L are from India and P is in \$, then  $E_0$  is Number of Rs. in a \$ on base date and  $E_1$  is the exchange rate on determination date.

- Even if there is no price adjustment claim, supplier must submit all relevant data to prove that there is no downward variation. In any case he must submit a declaration as follows;

“It is certified that there has been no decrease in the price of price variation indices and in the event of any decrease of such indices during the currency of this contract we shall promptly notify the same to the purchaser and offer requisite reduction in the contract rate.”

# **Special Terms and Conditions**

To be provided by concerned User Department.

**GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING**  
**(as amended from time to time by Coal India)**

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

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 may be debarred from bidding in the following circumstances: -
  - i) Withdrawal of Bid as per relevant provisions of tender document.
  - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 Bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - vii) Formation of price cartels with other contractors 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 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 tender document.
  - xv) False declarations w.r.t Make in India Order. xvi) In case of supply of substandard 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 tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

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

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by

debaring 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 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 those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. 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 work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.
  - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

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

## GENERAL TECHNICAL EVALUATION (GTE) TEMPLATE

S.No	Particulars	Expected Value	Bidder/Seller Value
1.0	Does the bidder accept the terms and conditions of Letter of Bid (LOB) and Undertaking regarding genuineness as per the format given in bid document.	Yes	Yes
2.0	Does the bidder accept to deploy matching equipments as specified in the NIT, either owned or hired.	Yes	Yes
3.0	Does the bidder possess required document in respect of Legal Status of the bidder as enlisted in NIT.	Yes	Yes
4.0	Does the Bidder possess required document with respect to GST status of the bidder as per bid document.	Yes	Yes
5.0	Does the bidder possess required document with respect to valid PAN issued by Income Tax Department, Govt. of India as per bid document.	Yes	Yes
6.0	Does the bidder possess work experience certificate as per bid document.	Yes	Yes
7.0	Does the bidder submit and accept Undertaking regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the Bidder etc. as per the format given in bid document.	Yes	Yes
8.0	Does the bidder submit MSE Registration Certificate or Declaration w.r.t status of MSE as applicable as per Checklist of NIT.	Yes	Yes
9.0	Is the work experience(s) being submitted by the bidder is/are similar in nature as per the definition of similar work mentioned in NIT.	Yes	Yes
10.0	Is the work experience(s) being submitted by the bidder is/are similar in nature as per the definition of similar work mentioned in NIT.	Yes	Yes
11.0	Does the bidder accept the terms and conditions as stipulated in the <b>Code of Integrity for Public Procurement (CIPP)</b> given in bid document.	Yes	Yes
12.0	Does the bidder accept the terms and conditions as stipulated in the <b>Pre-Contract Integrity Pact</b> given in bid document.	Yes	Yes

## BILL OF QUANTITY (BOQ)

## 1. Salient features of tender

Sl. No	Particulars	
1	Tender Inviting Authority (TIA):	Area Engineer (E&M)
2	Name of Work	Supply and installation of NGR for 5MVA 33KV/6.6KV transformer of Simra/Hilltop substation at Rajmahal OCP
3	NIT No.	ECL/RJML/AE(E&M)/24-25/E-Ten/233 Date- 19/01/2025
4	ITC Available/Not Available	Yes
5	Category of Services	Safety and production
6	Rate of GST	As per GT schedule

## 1. Price schedule:

SL No	Description of work	Qty	Unit	Labour rate (Rs.)	Material rate (Rs.)	Amount (Rs.)
1	Providing and assembling/installation of 6.6KV neutral grounding resistor complete with NGR monitoring system and earth fault relay in 33KKV/6.6KV 5 MVA transformer at Hilltop/Simra S/stn	4.00	Nos.	Itemwise rate to be filled by Bidders	Itemwise rate to be filled by Bidders	Itemwise rate to be filled by Bidders
2	Power cable 7/20 or 4 sqmm copper wire	200.00	Nos.			
3	Control cable 2.5 sqmm FR PVC copper wire	200.00	Nos.			
	Sub total Rs.					
	GST @ 18% on all above					
	Grand total Rs.					

**ANNEXURE-III****PRE-CONTRACT INTEGRITY PACT  
(To be signed on Plain Paper)**

## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of..... 20....., between, on one hand Coal India Limited/Subsidiary Cos. Acting through Shri ....., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s .....represented by Shri..... Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute..... (Name of the work) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ joint venture/consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/

Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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, will 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will 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. Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can 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) will 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 he/ she is 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) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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 cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A'.

- e. The Bidder(s) / Contractor(s) will, 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) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 01 (One) Year and maximum of 2 (Two) years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)".
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of Firms from Bidding".

### **Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violating 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 associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor 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 representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable 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 of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies 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 Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies 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 Chairman Coal India Limited / CMD, Subsidiary Companies

## **Section 10 - Other provisions**

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

- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11- Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Section 12- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**Section 13- Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)  
(Office Seal)

(For & On behalf of Bidder/ Contractor)  
(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**ANNEXURE- A'**

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

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization-signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.
2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign

manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para - (i) are complied with, the requirement of submission of document mentioned at Para - (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

**ANNEXURE-IV**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY  
OF THE CONTRACT.**

To  
.....

Re :- Bank guarantee in respect of contract No.....  
Dated.....between.....(name of the Company) and .....( name of the contractor ).

**WHEREAS**

.....(Name and address of the Contractor) (herein after called "the Contractor")  
has entered into a contract made as per 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 with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

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

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of..... and 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. -
- viii) Email ID -

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

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

*\* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.*

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

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

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

SIGNED, SEALED AND DELIVERED  
 For and on behalf of the Bank by: (Signature)  
 (Name)  
 (Designation)  
 (Code number)  
 (Address)

"The Bank Guarantee as referred above shall be operative at our branch at Asansol payable at Asansol (NIT ..... 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**

**BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS**

To  
.....  
.....

Re: Bank guarantee in respect of contract No..... Dated  
between.....(Name of the )  
And.....(Name of the Contractor)

WHEREAS

.....(Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract 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 Bank Guarantee from a Scheduled Bank for a sum of Rs.....as security for release of equivalent amount of Retention Money/Bid Security as per 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 Bid Security.

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

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

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

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be.....day of..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount of the said sum of Rs.....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 interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has 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 & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

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

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

- i) Complete Postal Address with PIN Code-

- ii) Branch Code-
- iii) IFSC Code -
- iv) SWIFT -
- v) Telephone No. -
- vi) Fax No. -
- vii) Email ID -

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

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

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

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

*\* The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.*

Any notice by way of request, demand or otherwise hereunder maybe 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. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it is constitution power to give this guarantee and Shri .....who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED  
 For and on behalf of the Bank by:  
 (Signature)  
 (Name)  
 (Designation)  
 (Code number)  
 (Address)

"The Bank Guarantee as referred above shall be operative at our branch at **Asansol** payable at **Asansol** (NIT shall specify town/city of the operative Branch.

Bank Guarantee shall specify name of the branch with address of the specified town/city)"

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

**Instructions to Bidders for both the above 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.....Coalfields 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.

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd.
	Branch	Murgasol, Asansol
	Address	Ground floor Plot No.793 Murgasol, GT Road, Asansol-713303
	Bank account No	029105005131
7037	Cust ID of Beneficiary	ECL554567270
7038	Area/ Dept.	
7039	NIT/Work Order/ LOA No.	

**Note:**

- 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 Coalfields 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 the 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	Savings	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 Eastern Coalfields Limited 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 SBI Net / 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 / Authorised Signatory

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

Banker's Stamp :

Date :

(Signature of the Authorised official from the Banks.)

**ANNEXURE-VII**

PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE: (TO BE ACCEPTED THROUGH GTE)

**FORMAT OF "Letter of Bid"**

To,  
The Tender Committee  
Eastern Coalfields Limited

Sub. : Letter of Bid for the work "....."

NIT Ref.: .....

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.

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/GeM portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid 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.

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 CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and EASTERN COALFIELDS 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 Eastern Coalfields Ltd. 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 NIT.

#### **ANNEXURE-VIII**

**PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :(TO BE ACCEPTED THROUGH GTE)**

#### **FORMAT OF UNDERTAKING**

We solemnly declare that:

1. I/We am/are submitting Bid for the work of "....." against NIT No. ....and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. 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.
6. 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, issued by Govt. of India as amended from time to time.

7. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. **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/we 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/we certify that I am/ we are not from such a country or, if from such a country, has/have 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 I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. (Where applicable, evidence of Competent Authority shall be attached.)
10. We hereby confirm that we shall deploy matching equipment etc. of required capacity as per NIT either owned or through hiring.
11. 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 of the firm etc from bidding, as per the tender document.

## ANNEXURE-IX

**PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:**

### **PROFORMA FOR UNDERTAKING**

**(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

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 Coal India Limited/Subsidiary.  
OR  
The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited 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. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

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

3. \*\* I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

\*\*I / We .....have been debarred or banned by the organization named “ \_\_\_\_\_ ” for a period of..... year/s, effective from ..... to.....

\*\* Delete whichever is not applicable.

4. We.....(Name of Partners of Partnership Firm/Joint Venture), partners of .....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “..... (Name of work)” against NIT No/Tender ID. .... 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)

\* 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.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. 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/we 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/we certify that I am/ we are not from such a country or, if from such a country, has/have 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 I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. \*\*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, 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 vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, 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 vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, 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.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. \*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

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 of the firm etc from Bidding, as per the tender document.

## ANNEXURE-X

### AGREEMENT FORM

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 2020...between \_\_\_\_\_  
\_\_\_\_\_ (name and address of the Employer) (hereinafter called "the Employer" and  
\_\_\_\_\_ (name and address of the Contractor) (hereinafter  
called "the Contractor" of the other part )

Whereas the Employer is desirous that the Contractor execute  
\_\_\_\_\_ (name and identification number of Contract ) ( hereinafter called "the Works" ) and the Employer 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 , works 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 Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works 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) Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Bill of Quantities and
  - (viii) Scope of work and conditions of Contract
  - (ix) Integrity Pact
  - (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 Employer _____ Binding Signature of the Contractor Signature of Witness (Name , address & Date)
---

**Annexure-XI**

**PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC  
 PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S  
 (To be signed on Plain Paper)**

To  
 Tender Inviting Authority,  
 Eastern Coalfields Limited

Sub: Declaration towards CIPP by Bidder

Ref: NIT No.:  
 Tender Id No:

Dear Sir,

I, Sri, \_\_\_\_\_, proprietor, representative, partner of \_\_\_\_\_ I / We,  
 \_\_\_\_\_ Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of  
 M/s ..... Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract as laid down in the General Terms and Conditions.
2. 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 Tender Inviting Authority comes to a conclusion 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, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:  
 (Name &Address)

Witness 2:  
 (Name& Address)

## 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). 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. The bidders/ contractors should be asked to sign 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, contractors and consultants should observe the highest standard of ethics and should 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”**: A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:
  - a) they have controlling partner(s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
  - f) in case of a holding Company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

all such Bidders having a Conflict of Interest, shall be disqualified.

The Bidders shall comply the above provision of “Conflict of Interest” and submit an undertaking

with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

Earnest Money deposited by such defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a period of 12(twelve) months from the date of issue of such letter. In case of JV/CONSORTIUM/Partnership firm, the debarment shall also be applicable to all individual partners of JV/CONSORTIUM/Partnership firm.

Note (Not part of tender document):

In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained; and

- vi) **“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;

### 3. Obligations for Proactive Disclosures

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

### 4. 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 comes to a conclusion that a (prospective) bidder/ contractor 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 including advance payments, if any, 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 less than one year;

- b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**NOTE FOR INFORMATION TO THE BIDDERS:** Bidders are required to accept the CIPP as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/CONSORTIUM all partners shall sign at the time of agreement.

**NOTE FOR INFORMATION TO THE PROCURING ENTITY:** A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation

**Annexure-XII**

**PROFORMA OF JOINT VENTURE/Consortium AGREEMENT**

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

This Joint Venture /Consortium 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/Consortium 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/Consortium 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/Consortium 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/Consortium /Parties" and individually as "Joint Venture/Consortium  
Partner/Party".

WHEREAS M/s..... and M/s.....and M/s.....agreed  
to form a Joint Venture/Consortium 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/Consortium Agreement (hereinafter referred to as "Joint Venture/Consortium  
agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, 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/CONSORTIUM.**

The parties under this Agreement have decided to form a Joint Venture/Consortium 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/Consortium shall be "....."  
(hereinafter called the "Joint Venture/Consortium")
- b) The Head Office of the Joint Venture/Consortium shall be located at..... and the site office will be  
located at the site of the Project. All communication regarding the Project will be made to..... Telephone  
Nos.....
- c) Neither of the parties of the Joint Venture/Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or  
part of its respective interests in the Joint Venture/Consortium to any party including the existing partner of the Joint  
Venture/Consortium.
- d) The terms of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the  
earliest of the following dates.
  - i) The Joint Venture/Consortium fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture/Consortium.
  - iii) The Employer 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 Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture/Consortium agreement.

**2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture/Consortium 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 partners in the Joint Venture/Consortium and also all the partners of the Joint Venture/Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture/Consortium Partners 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/Consortium.

**In case of submission of bid in GeM portal:**

All Joint Venture/Consortium Partners M/s..., M/s..... & M/s..... authorize M/s..... (the lead partner) to submit the bid on behalf of this Joint Venture/Consortium for the bidding process and agree that in case of a successful bid, the contract shall be executed by this Joint Venture/Consortium as per contract terms with the employer. i.e. Company.

**3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE/CONSORTIUM.**

Each constituent party of the Joint Venture/Consortium 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 partners of the entity, or from the proprietor.

JV/CONSORTIUM	Partner 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/Consortium shall be as follows:

M/s.....: .....% (.....per cent)  
M/s.....: .....% (.....per cent) and  
M/s.....: .....% (.....per cent)

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 partner of Joint Venture/Consortium 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/CONSORTIUM partners.

**7) BID SECURITY:**

Bid Security, Performance Security and other securities shall be paid by the Joint Venture/Consortium except as otherwise agreed.

**8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture/Consortium 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/CONSORTIUM.**

- a) As between themselves, each Party shall be fully responsible for the fulfillment 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 partner of Joint Venture/Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture/Consortium partners, Joint Venture/Consortium 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/Consortium and not to the individual partners.

**10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture/Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture/Consortium 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/Consortium shall be discharged through the said Joint Venture/Consortium Bank Account only and also all the payments received or paid by Company to the Joint Venture/Consortium shall be through that account alone.

**11) LIMIT OF JOINT VENTURE/CONSORTIUM ACTIVITIES.**

The Joint Venture/Consortium 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 Employer.

**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/Consortium in connection with the Project shall be paid from the account of the Joint Venture/Consortium.

**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/Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium 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.....

Signature \_\_\_\_\_  
(Name &Address  
(Official Seal)

Signature \_\_\_\_\_  
(Name& Address)  
(Official Seal)

Place .....

Place.....

Date .....

Witness  
Signature .....  
(Name &Address)

Date .....

Witness  
Signature .....  
(Name & Address)