

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-03-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Coal India Limited
कार्यालय का नाम/Office Name	Coal India Limited Hq
वस्तु श्रेणी /Item Category	Custom Bid for Services - Selection of Practicing CA for certification of Form 15CB in relation to dividend payout
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>• Financial Advisory Services</li> <li>• Hiring of Consultants - Milestone/Deliverable Based</li> </ul>
अनुबंध अवधि /Contract Period	3 Year(s) 1 Month(s) 16 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1791240
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	22400

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	41

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

COMPANY SECRETARY  
Coal India Limited HQ, COAL INDIA LIMITED, Coal India Limited, Ministry of Coal  
(Bijay Prakash Dubey)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1772017159.pdf](#)

**Payment Terms:**[1772017164.pdf](#)

**GEM Availability Report ( GAR):**[1772017179.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1772017221.pdf](#)

**Instruction To Bidder:**[1772017244.pdf](#)

**Custom Bid For Services - Selection Of Practicing CA For Certification Of Form 15CB In Relation To Dividend Payout ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Selection of Practicing CA for certification of Form 15CB in relation to dividend payout
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Bijay Prakash Dubey	700156,COAL BHAWAN, PREMISES NO.04,PLOT NO.AF- III, MAR, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA	Project / Lumpsum Based	N/A

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

If the bidder is not a Practicing Chartered Accountant firm [constituted as Proprietorship, Partnership or Limited Liability Partnership (LLP)] then their bid shall be treated as non-responsive and bid will not be considered for evaluation. Next lowest practicing CA firm bidder shall be deemed as L1 bidder and bid of the same will be evaluated as per Bid Document.

**3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

# कोल इण्डिया लिमिटेड

(महारत्न कंपनी)  
(भारत सरकार उपक्रम)  
क्रिटिकल मिनरल और आईसी- बिजनेस डेवलपमेंट डिविजन,  
'कोल भवन', प्रेमिसिज सं 04, एमएआर,  
प्लॉट सं.-एएफ-III, एक्शन एरिया-1 ए, न्यूटाउन, राजरहाट,  
कोलकाता-700 156,  
वेबसाई: [www.coalindia.in](http://www.coalindia.in)  
सी आई एन सं. L23109WB1973GOI028844



## COAL INDIA LIMITED

(A Maharatna Company)  
(A Govt. of India Undertaking)  
Critical Mineral & IC- Business Development Division,  
'Coal Bhawan', Premises No.04-MAR,  
Plot No-AF-III, Action Area -IA,  
New Town, Rajarhat  
Kolkata - 700 156  
Website: [www.coalindia.in](http://www.coalindia.in)  
CIN No.L23109WB1973GOI028844

Ref no: CIL/Company Secretary/tender\_15CB/34504

Date: 25.02.2026

Tenders are invited on-line on the website <https://gem.gov.in> from the identified Bidders. The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or any other legal entity registered in India.

### 1. Introduction

Description of work	Estimated cost including GST @ 18% (in Rs.)	EMD Amount	Period of Completion (in days) (from zero date)
Selection of Practicing CA for certification of Form 15CB in relation to dividend payout	Rs. 17,91,240.00	Rs.22,400/-	1141

### 2. Background:

- 2.1: Coal India Limited (CIL) is a “Maharatna” Public Sector Undertaking under Ministry of Coal, Govt. of India with headquarter in Kolkata, West Bengal. CIL is the largest coal producing company in the world.
- 2.2: Pursuant to the requirement of Income Tax Act, 1961, (‘the Act’) the Company will be required to deduct taxes at the prescribed rates on the dividend paid to its shareholders. The deductible tax rate would vary depending on the residential status of the shareholder and documents submitted by shareholder.

### 3. Detailed Scope of Work:

- 3.1: Coal India Limited intends to engage Practicing CA for certification of Form 15CB in relation to dividend payout for the scope of work as enumerated below at point 3.2.

#### 3.2: Scope of work

- 1) Certification in Form 15CB in respect of payment of dividend as required under the provisions of Income Tax Act’1961
- 2) Certification of the Form 15CB shall be completed within two days of the receipt of provisional Form 15CB prepared by Tax Consultant engaged by CIL.

- 3) Ensuring proper coordination and liaisoning with the Tax Consultant so engaged by CIL
- 4) Maintenance of Database regarding Form 15CBs certified with respect to each Dividend payout quarter, and furnishing of the same on request of CIL as and when required
- 5) Preparation & assistance in filing/any other compliance as may be introduced by the Govt. in respect of the Certification of Form 15CBs and allied activities falling within the time period of the scope of the assignments.
- 6) Handover of all the information/documents with respect to CIL gathered during the course of execution of the Contract to CIL or as instructed by CIL after completion of contract period.
- 7) Any other assistance/services, if any required in this regard.

**4. Deliverables:**

Sl. No.	Task Assigned	Tentative Time frame  (X = date of receipt of data from CIL/ Tax consultant engaged by CIL)
1.	Certification of Form 15CBs with respect to tax on dividend payout as received from CIL/ Tax consultant engaged by CIL for assisting on tax related matters on payment of dividend	X+2
2.	Resolution of shareholder grievances and complaints, if any.	Within 24 hours of the same being intimated by CIL.

**Note:** The deliverables / timelines stipulated as above may be changed by CIL based upon operational necessities and statutory timelines. Bidder is required to comply the same at no additional cost.

**5. Time schedule of Tender:**

- a. Bid Start Date/Time: Will be Defaulted To The Date/Time when Bid is Published
- b. Bid Duration: 15 Days

- c. Bid End Date/Time: 15\*24 hrs from the Bid Start date/Time
- d. Bid Opening Date/Time: 30 Min after Bid End Date & Time / Date & time mentioned in the GeM Bid Document
- e. Seek Clarification/Representation: As per GeM Portal

**Note:**

- i. The work is not splittable.
- ii. If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be auto-extended at the time of bid opening as per GeM functionality for a period of four days.
  - Last date of submission of Bid
  - Date of opening of Tender.

If any of the above extended Dates falls on Sunday/Holiday i.e., a non-working day then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.
- iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.
- iv. The validity period of the tender should be decided based on the final end date of submission of bids.
- v. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.
- vi. It is the bidder's responsibility to comply with the system requirement i.e., hardware, software and internet connectivity at bidder's premises to access the GeM portal. Under any circumstances CIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- vii. The Company is not under any obligation to accept 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, as its sole discretion.
- viii. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

- ix. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- x. The Bidders should submit bid for the whole work mentioned in the Bid Document.
- xi. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.
- xii. The Price-bids of the tenderers will have no condition.

**6. Procurement of Services through GeM Portal:**

- i. The guidelines issued by GeM/Gol from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the NIT or not in line with the provisions of CIL Manuals.
- ii. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

**Tender Inviting Authority**  
**Coal India Limited**

## **ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)**

### **1. SCOPE OF BIDDER**

- 1.1. COAL INDIA LIMITED (CIL) (referred to as Employer in these documents) invites bids for the work as mentioned in the Bid Document / Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Document / Scope of work.
- 1.2. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

### **2. ELIGIBLE BIDDERS**

- 2.1. The invitation for bid is open to Practicing Chartered Accountant (CA) firms constituted as Proprietorship, Partnership or Limited Liability Partnership (LLP).
- 2.2. If the bidder is not a Practicing Chartered Accountant firm [constituted as Proprietorship, Partnership or Limited Liability Partnership (LLP)] then their bid shall be treated as non-responsive and bid will not be considered for evaluation. Next lowest practicing CA firm bidder shall be deemed as L1 bidder and bid of the same will be evaluated as per Bid Document.
- 2.3. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC). In a tender, a Bidder shall participate in one bid only.
- 2.4. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.5. Deleted.

### **3. ELIGIBILITY CRITERIA OF THE BIDDER**

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

#### **3.1A. EMD/Bid Security:**

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

Earnest Money/ Bid Security of **Rs. 22,400/-** (Rupees Twenty Two Thousand Four Hundred Only).

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

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

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

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

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

The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

- ii) 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. In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC.
- iii) The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).
- iv) The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.

- v) The Bid Security/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 may debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

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

- vi) The Bid Security/ EMD deposited with the Employer will not carry any interest.
- vii) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.
- viii) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.
- ix) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

**Note:**

- 1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption except for JV/Consortium.
- 2) Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.]

**3.1B. Bidder to submit the following document against the Eligibility Criteria:**

Sl. No	Parameter:	Eligibility Criteria	Scanned copy of documents, to be uploaded by the bidder, in support of information/declaration furnished by the bidders against Eligibility Criteria as Confirmatory Documents
a.	Permanent Account Number (PAN)	PAN card issued by Income Tax department, Govt. of India.	PAN card issued by Income Tax department, Govt. of India.
b.	GST Registration	<p>The Bidder should be either:</p> <ul style="list-style-type: none"> <li>• GST Registered Bidder under regular scheme or,</li> <li>• GST registered bidder under composition scheme or,</li> <li>• GST unregistered bidder</li> </ul>	<p>The following documents depending upon the status w.r.to GST:</p> <p><b>Status:</b> GST registered Bidder under regular scheme.</p> <p><b>Document:</b> GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p><b>Status:</b> GST Registered Bidder under composition scheme</p> <p><b>Document:</b> GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p><b>Status:</b> GST Unregistered Bidder.</p> <p><b>Document:</b> 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.</p>

c.	Legal Status of the Bidder	The Bidder should be Proprietorship firm, Partnership firm, or LLP registered in India	<p>1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below shall be uploaded by the Bidder:</p> <p>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.</p> <p>OR</p> <p>b) Partnership deed containing name of partners.</p> <p>OR</p> <p>c) Certificate of Incorporation along with LLP agreement for Limited Liability Partnership firms.</p> <p>2 Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.</p>
d.	Letter of Bid and Undertaking		<p>The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidder to submit a signed copy of the LoB by the authorized signatory as per given format Annexure I) in the Bid Document.</p> <p>Scanned copy of documents to be uploaded by Bidders:</p> <p>Scanned copy of Letter of Bid duly signed by the authorized representative in the prescribed.</p>
e.	Code of Integrity for Public Procurement (CIPP)		<p>Bidder must submit an undertaking on their letter head as per the format (Annexure II) contained in this document.</p> <p>Scanned copy of documents to be uploaded by Bidders:</p> <p>Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, Banning, MII, CIPP etc.</p>

f.	Public Procurement		'Class-I Local Supplier' / 'Class- II Local Supplier' shall indicate the percentage of local content and provide self-certification that the services offered meets the local content requirement for Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. (Annexure-II)
g.	An Undertaking on their letter head regarding relatives as employees of company, local supplier status of the Bidder etc. as per the format given in Annexure II.		Bidders are required to submit the duly filled Undertaking as per format given at Annexure II.
h.	Minimum 02 (two) years of experience (each year means complete year consisting of 12 months) in dealing as direct tax consultant in the last 05 (five) Financial Years (FYs)		Certificate from Client(s) for successful completion of assignment each year as direct tax consultant.

i	Minimum three ACA / FCA employee / partners		Appointment Letter / Copy of Official ID card / Certificate of Practice (CoP) of the employee/partner/sole-proprietor and qualifications indicating professional membership of ICAI (ACS/FCS)
---	---	--	---

**Note: -**

1. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
2. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for financial bid evaluation.
3. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.
4. 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.
5. Deleted.

**For eligibility, bidder has to fulfil the eligibility criteria 3.1A and 3.1B as mentioned above.**

- 3.2. Even though the Bidders meet the above eligibility criteria, they may be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

**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/partners continued to remain the same.

#### **4. ONE BID PER BIDDER**

##### **One Bid per Bidder**

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister / partnership concerns. Bidder's sister/ Associated/ Allied concern(s)/partnerships participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership, as the case may be, and will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a. individual or proprietorship format and/or
- b. a partnership or association of persons format and/or, whereby a person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

They may be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter.

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

#### **5. COST OF BIDDING**

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

#### **6. SITE VISIT (If required by the seller)**

Deleted.

## **7. CONTENT OF BIDDING DOCUMENTS**

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

- (i) Scope of work / Bill of Quantity,
- (ii) GeM GTC,
- (iii) GeM SLA
- (iv) Additional Terms & Conditions (Instruction to Bidders),
- (v) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (vi) GeM Contract issued to the successful bidder,
- (vii) Guidelines on Debarment of firms from Bidding,
- (viii) Code of Integrity for Public Procurement.
- (ix) Any other document, if required.

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

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

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

## **9. CORRIGENDUM TO BID DOCUMENT**

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

## **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 services mentioned in the Scope of work / Bill of Quantities. Based on quote 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 rates and prices for all items of the services described in the Bill of Quantities / Bid Document. 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.

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

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

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

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

11.4. The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL) 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 as per rule.

If CIL 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.

*11.7. For the instant tender, the bidder shall quote a lump-sum amount (excluding GST) for the complete scope of the work considering around 6600 Form 15CBs for the entire duration of the contract. However, the invoice must be raised and payment shall be processed for actual number of Form 15CBs certified during each dividend payout tranche during the contract period.*

*11.8. The Certification cost of per Form 15CB (excluding GST) shall be arrived by dividing the lump-sum quoted (excluding GST) amount by 6600 (Form 15CBs), rounded off to the nearest integer.*

## **12. CURRENCIES OF BID AND PAYMENT**

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

## **13. BID VALIDITY**

13.1. Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 16.

13.2. 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 in writing

through email and / or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

#### **14. Deleted.**

#### **15. SIGNING AND SUBMISSION OF BID**

15.1 In order to submit the Bid, the Bidders have to get themselves registered online on the GeM portal (<https://gem.gov.in>). The registration should be in the name of Bidder.

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

15.3 The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to bidder), Service Level Agreement (Conditions of Contract), GeM GTC of GeM Bid Document and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

15.4 The Bidder will have to make the payment of EMD through online 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. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challans generated by system on GEM portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per NIT.

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.

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

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

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

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

16.2 The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 8, 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**

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

### **I. For One Part System**

The penal actions are

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

## **18. OPENING OF BID**

1. The tender will be opened on scheduled date & time as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal by the bid opener as per the GeM functionality.
2. All the documents uploaded by L-1 Bidder shall be downloaded after opening of bid.

## **19. EVALUATION OF TENDER**

- A. After opening of bid, the documents submitted by L-1 Bidder as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents. If the L-1

Bidder complies with the eligibility requirement as per Bid Document, then the Bidder will be considered eligible for award of contract.

- B. In case the Tender Committee finds that there is some deficiency in uploaded documents or in case corresponding document have not been uploaded by the L-1 Bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them within the specified period of 7 days. No further clarification shall be sought from Bidder. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.
- C. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-1 Bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents in the Bid Document.
- E. In case the L-1 Bidder submits requisite documents online as per Bid Document, then the Bidder will be considered eligible for award of Contract.
- F. In case the L-1 Bidder fails to submit requisite documents online as per Bid Document or if any of the information/declaration furnished by L-1 Bidder is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by Bidder, which changes the eligibility status of the Bidder, then his bid shall be rejected and EMD of L-1 Bidder shall be forfeited and the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement).
- G. 'Seeking / Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.
- H. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement)..

**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 GoI 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 not exceed Two Crore Fifty Lakh Rupees and Turnover does not exceed Ten Crore Rupees
- b) Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Twenty-Five Crore Rupees and Turnover does not exceed Hundred Crore Rupees.

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

viii) 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. 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. P45021/2/2017-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 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. Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

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.

#### VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal Ministry/Departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
  - 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).

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

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

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

19.1 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the 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.

19.2 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.

19.3 After competent approval and financial concurrence of TCR, the contract shall be generated on GeM portal to conclude the tendering process.

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

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

**20. DELETED**

## **21. PROCESS TO BE CONFIDENTIAL**

1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned. It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS. 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 Technical Clarification / Confirmatory documents within prescribed time. This will be specifically mentioned in the Bid Document.
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.
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.

## **22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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.
2. If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.
3. Any effort by a Bidder to influence the CIL's processing of Bids or award decisions may result in the rejection of his Bid.

## **23. EVALUATION AND COMPARISON OF BIDS**

1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with above Clause.
2. The evaluation of Bid, by the Employer shall be done as per relevant Clause.
3. The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

4. No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee. 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.
5. Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

## **24. AWARD CRITERIA**

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, provided that such Bidder.

## **25. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

1. The Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
2. **(A) Negotiations**
  - I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable Bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
    - A. Where the procurement is done on nomination basis;
    - B. Procurement is from single or limited sources;
    - C. Procurements where there is suspicion of cartel formation which should be recorded; and
    - D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardize essential operations, maintenance and safety, negotiations with

L1 Bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

- II) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The Competent Authority (CA) should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.
- III) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
- IV) After the CA or TC has decided to call a specific Bidder for negotiation, the following procedure should be adopted:
  - A. Negotiations must be carried out by the CA or TC only;
  - B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
  - C. The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in the relevant Annexure of Bid Document, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
  - D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per the relevant Annexure of Bid Document and

Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal using the Tab of "Need to Negotiate with L1?". The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected Bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a Bidder does not submit the revised bid, its original bid shall be considered.

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

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

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

**3. Award of work to multiple L1 Bidders**

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

**26. NOTIFICATION OF AWARD**

1. The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on GeM Portal prior to expiration of the Bid validity period.
2. The notification of GeM Contract will constitute the formation of the Contract.
3. All the payment for the work shall be made through GeM Portal or outside the GeM Portal after invoicing on GeM Portal by the Bidder.
4. In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online.

**27. DELETED**

**28. 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 Hon'ble High Court, Kolkata only.

**29. DOWNLOADING BID DOCUMENT**

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

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

### **30. E-PAYMENT**

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

### **31. 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.

### **32. MISCELLANEOUS**

1. The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
2. Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.
3. Provisions related to instructions to Bidder shall be a part of agreement.

### **33. RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARE A LAND BORDER WITH INDIA AND ON SUB-CONTRACTING TO CONTRACTORS FROM SUCH COUNTRIES**

- I. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'bidder' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a Joint Venture/Consortium (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
  - a. An entity incorporated, established or registered in such a country; or

- b. A Subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Joint Venture/Consortium where any member of the Joint Venture/Consortium falls under any of the above

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

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

Explanation--

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the Company
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,
  4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

### 34. CODE OF CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

#### 1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/contractors should 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 bidders 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”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm

or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

- 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 bidders, 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.

## **FORMATS/ ANNEXURES**

**ANNEXURE - I (PROFORMA FOR LETTER OF BID)**

**TO BE SUBMITTED AT THE TIME OF BID SUBMISSION (ON BIDDER'S LETTER HEAD)**

To,

The Tender Inviting Authority.

Coal India Limited

Sub: Letter of Bid for the work “ \_\_\_\_\_ ”

Ref. No.: “ \_\_\_\_\_ ”

Dear Sir,

1. 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.
2. I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
3. I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document and All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.
6. I/ We hereby authorize department to seek references / clarifications from our Bankers.
7. 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.
8. **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.)

9. 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. I/We shall have no claim against CIL HQ.
10. we agree to commence the work within stipulated date in case bid is awarded to me/us. In case of our failure, without prejudice to any other right or remedy, be at liberty to” cancel the letter of acceptance/ award and debar us from participating in future tenders for a minimum period 12 months.

Signature: \_\_\_\_\_

**ANNEXURE – II (PROFROMA FOR UNDERTAKING TO BE UPLOADED BY  
BIDDER/S ON THEIR LETTER HEAD)**

I / We, ....., /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 / Stet-Sister.
2. \*\* 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.**

3. We certify that the works/services offered by us against the tender for the work “..... (Name of work)” against Ref. No. .... Dated....., meet the minimum local content requirement and has local content:

\* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers)  
i.e.....% (indicating the percentage of local content).

OR

\* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers)  
i.e.....% (indicating the percentage of local content).

The details of the location(s) at which the local value addition is made, is / are as under:

- 1.
- 2.

4. \*\*I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, 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.

5. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
6. \*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**

7. 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.

Signature: \_\_\_\_\_

**ANNEXURE – III**

(MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)

1. Name of Bidder: \_\_\_\_\_

2. Address of the Bidder: \_\_\_\_\_

City: \_\_\_\_\_ PIN Code: \_\_\_\_\_

E-mail Id: \_\_\_\_\_

Permanent Account Number: \_\_\_\_\_

3. Particulars of Bank

<b>Bank Name</b>		<b>Branch Name</b>																	
<b>Branch Place</b>		<b>Branch City</b>																	
<b>PIN Code</b>		<b>Branch Code</b>																	
<b>MICR No.</b>																			
<b>(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)</b>																			
<b>RTGS CODE</b>																			
<b>Account Type</b>	<b>Saving</b>					<b>Current</b>					<b>Cash Credit</b>								
<b>Account Number (as appearing in the Cheque)</b>																			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through 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 / Authorized Signatory

\_\_\_\_\_

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

**ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)**

To

.....  
.....

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

**WHEREAS**

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per 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 forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

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

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

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –

- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

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

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

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

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

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

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

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

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

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

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

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

**SIGNED, SEALED AND DELIVERED**

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

(Name)

(Designation)

(Code)

(Address)

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

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

## SERVICE LEVEL AGREEMENT / CONDITIONS OF CONTRACT

### 1. DEFINITIONS

- i. **“Tender Accepting authority (TAA)/ Awarding Authority”** shall mean the management of the CIL and includes a Designated Officer and/or authorized representative of the CIL or any other person or body of persons empowered in this behalf by the CIL to approve the tender.
- ii. **“Act of insolvency”** means the Insolvency and Bankruptcy Code of India, 2016 and/or any other act of Insolvency and Bankruptcy and/or any act amending such originals.
- iii. **"Company"** or **“Client”** or **"Employer"** or **"Owner"** wherever occurs in the conditions, means the CIL, represented at the headquarters of the Company by the Chairman-Cum-Managing Director or his Designated Officer or authorized representatives or any other officer specially deputed for the purpose.
- iv. The **'Contract'** shall mean the GeM Bid Document, the tender as accepted by the CIL and the GeM Contract issued to the successful Bidder together with the documents referred to therein including GeM GTC, GeM SLA, Service Level Agreement, , scope of work, schedule of quantities with rates and amounts, Schedule of work. GeM Contract Document, shall constitute the Contract.
- v. **“Quoted price”** shall mean the total sum arrived at based on the individual rates quoted (inclusive of all taxes and duties) by the Bidder 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. .
- vi. The word **"Consultant"** wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money/ Bid Security (if applicable) and to whom GeM Contract has been issued and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- vii. **“Designated Officer”** who is of an appropriate seniority who will be responsible for supervising and administering the contract, certifying payment due to the Consultant, valuing variations to the contract, awarding extension of time and valuing compensation events. Designated Officer 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 Designated Officer.
- viii. **“Day”** shall mean a day of 24 hours from midnight to midnight.
- ix. **“Final Acceptance”** shall mean the Employer written acceptance of the final report performed under this contract after successful completion of work/study.
- x. **“Month”** means continuous period of thirty (30) days.

- xi. The word "**Principal Employer**" wherever occurs, means the authorized representative or any other officer specially deputed by the CIL for the purpose.
- xii. "**The Revised Activity Schedule**" shall mean any change in timeline for completion of works is done by CIL at its discretion and corresponding payment schedule and shall not form any radical changes and shall not be in derogation of the original Scope of Work.
- xiii. "**Schedule of Rates**" referred to in these conditions shall mean the standard schedule of rates prescribed by the CIL and the amendments issued from time to time.
- xiv. "**Scope of Work**" shall mean the Works to be performed and done by the Consultant under the contract as defined in scope of work and include Revised Activity Schedule and instruction of CIL.
- xv. "**Sub-contractor**" means the person or entity to whom any part of the Services is sub-contracted by the Contractor with the consent of the CIL in writing.
- xvi. "**Week**" means continuous period of seven (7) days.
- xvii. "**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.
- xviii. "**Work**" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Designated Officer, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xix. "**Year**" means financial year starting April and ending with March next year.
- xx. "**Zero Date**" means Start date for the assignment, which will be the actual date of sharing of first set of data and related documents.
- xxi. Words importing singular only shall also include the plural and vice-versa where the context so requires.

## 2. **CONTRACT DOCUMENTS**

- (a) The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:
  - (i) Scope of work / Bill of Quantity,
  - (ii) GeM GTC,
  - (iii) GeM SLA
  - (iv) Additional Terms & Conditions (Instruction to Bidders),

- (v) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
  - (vi) GeM Contract issued to the successful bidder,
  - (vii) Guidelines on Debarment of firms from Bidding,
  - (viii) Code of Integrity for Public Procurement.
  - (ix) Any other document, if required.
- (b) In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the CIL shall be final and binding with regard to the intention of the document or Contract, as the case may be and same shall be accepted by the Consultant.
- (c) The Bidder shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the CIL in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract.
- (d) The Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy and/or confidentiality, as required of such documents. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of performing the Contract.

**3. DISCREPANCIES AND ADJUSTMENTS THEREOF:**

- (a) The documents forming part of the contract are to be treated as mutually explanatory of one another.
- (b) In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be and same shall be accepted by the Consultant.
- (c) Any error in description, quantity or rate in schedule or quantities or any omission there from, shall not vitiate the contract or release the Consultant from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- (d) 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 shall be taken as correct.
  - b. Discrepancy in the amount quoted by the Consultant due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
  - c. Discrepancy in totaling or carry forwards in the amount quoted by the Consultant shall be corrected.

- (e) 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. PERFORMANCE SECURITY / SECURITY DEPOSIT**

(a) Security Deposit /

- a. Performance Security to be submitted at award of work.

The security deposit shall bear no interest.

- (b) Performance Security is 5% of contract amount excluding GST and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

- a. 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 Kolkata, West Bengal
- b. Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- c. Demand Draft drawn in favour of Coal India Limited on any Scheduled Bank payable at its Branch at Kolkata, West Bengal

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

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

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

- A. at Bidder's option by a Scheduled Commercial Bank located in India and acceptable to the company,
- B. Any BG issued by foreign bank from outside India shall not be accepted.
- 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. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

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

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

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

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Scheduled Commercial Bank located in India on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at Kolkata, West Bengal

The paper BG form (Stamp Paper) would be delivered by Issuing Bank to the Beneficiary in favour of “Coal India Limited” 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. Original Copy to be submitted to the BD Department, CIL.

The issuing bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312 in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of Beneficiary for issue of BG under SFMS platform is furnished below:

**Name of the Bank: ICICI Bank**

**Branch: Rasoi Court**

**IFSC Code: ICIC0000006**

**Account No: 000651000038**

**Customer ID: 066312**

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 for a period of minimum one year from the date of issue of such letter.

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

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

(c) Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the Consultant under this contract or under any other contract. On completion of the work and certified as such by the designated officer, the security deposit remaining with the company shall be refunded.

Performance Security shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Designated Officer of CIL).

## 5. PAYMENT TERMS

- (a) Payments shall be released on completion of milestone / activities (as applicable) as per deliverables and Scope of work.
- (b) Invoices to be raised after completion of each dividend payout tranche, clearly indicating the dividend cycle along with the number of Form 15CBs certified. The Invoice must include a detailed list of such Form 15CBs certified during the particular dividend cycle including recipient details and UDIN. 100% Payment shall be released on successful completion of assignment as per deliverables and Scope of work
- (c) In case of non-fulfillment of above-mentioned scope of work or any pending disputes for the FY, no further invoices shall be processed until resolution of the same.
- (d) No advance payment will be made.
- (e) Payment shall be released within twenty one (21) days from the date of submission of the bill (without any deficiencies), subject to fulfillment of other terms and conditions of the contract.
- (f) Paying Authority: ED (Finance), CIL, Coal Bhawan, 5th Floor, Premises No. 04 MAR, Plot No. AF III, Action Area-1A, Newtown, Rajarhat, Kolkata – 700156.
- (g) Mode of Payment: The payment will be made through Electronic System for which Bank details as per enclosed is to be furnished. The Bank details Format is to be submitted in duplicate with original signature (i.e. no photo copy) along with the first bill.
- (h) Payment on Account - The Consultant shall submit bills for the work carried out in accordance with the contract, supported by a forwarding letter stating that works for

which bills have been submitted, have been done and completed within the time and according to the desired standard.

- (i) Payment on account shall be made on the Designated Officer certifying the sum to which the Consultant is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- (j) Any certificate given by the Designated Officer for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work(s) to which it relates is/are in accordance with the contract and may be modified or corrected by the Designated Officer by any subsequent certificate or by the final certificate.
- (k) The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Consultant exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Consultant are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Consultant's claim under any other contract with the company or from the Consultant's security deposit or the Consultant shall pay the amount of overpayment on demand.
- (l) Amount payable/repayable for any subsequent change in the Taxes and/or Duties, as applicable, will be made to/ from the Consultants after departmental verification of such changes of Tax law issued by Authority.
- (m) Taxes, permits & licence: In pursuance of the contract, the Consultant shall be liable to pay all taxes, duties, levies, permit or license fee, whether local, municipal, provincial or central, lawfully assessed against the Employer or the Consultant, other than GST.

## **6. TERMINATION, SUSPENSION AND FORECLOSURE OF CONTRACT**

- (a) CIL shall in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to terminate the contract in full or in part, if the Bidder:
  - a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from CIL, then on the expiry of the period as specified in the notice; or
  - b. Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of CIL, then on the expiry of the period as may be specified by CIL in the notice in writing; or

- c. Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by CIL, then on the expiry of the period as may be specified by CIL in a notice in writing; or
  - d. Shall offer or give or agree to give any person in the service of CIL or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for CIL; or
  - e. obtain a contract with CIL by way of ring tendering or other non-bonafide method of competitive tendering; or
  - f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the CIL and/or Designated Officer as provided herein. The Designated Officer may be giving a written notice, terminate the whole contract or portion of it in default; or
  - g. does not fulfill / comply the SLA requirement as mentioned in NIT.
  - h. infringes any Intellectual Property Rights and/or violates any secrecy and/or confidentiality clause.
  - i. fails to indemnify the CIL as provided in NIT document.
- (b) The contract shall stand terminated under the following circumstances:
- a. If the Bidder being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
  - b. In the case of the Consultant being a LLP, its affairs are under liquidation.
  - c. If the Bidder shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
  - d. On the death of the Bidder being the sole-proprietor of the proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.
- (c) On termination of the contract, the Designated Officer shall have powers:
- a. To carry out balance work through any other agency.
  - b. To give the Bidder or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of termination of the contract. The Designated Officer shall fix the time for taking such final measurement and intimate the Bidder in writing. The final measurement shall be

carried out at the said appointed time notwithstanding whether the Bidder is present or not. Any claim as regards measurement which the Bidder is to make shall be made in writing within 7 (seven) days of taking final measurement by Designated Officer as aforesaid and if no such claim is received, the Bidder shall be deemed to have waived all claims regarding measurements and any claim made thereafter shall not be entertained.

- c. After giving notice to the Bidder to measure up the work of the Bidder and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Bidder to complete the work. The Bidder whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.
  - d. to take any other step and/or action as may be available under the contract and/or law for the time being in force.
  - e. In such an event, the Bidder shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for such loss or damage, the employer shall be entitled to forfeit the security deposit comprising of performance guarantee
- (d) It is being clarified that the above liability is over and above the penalties payable by the Consultant.
- (e) The amount to be recovered from the Bidder as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the Bidder on any account or under any other contract and in the event of any shortfall, the Bidder shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.
- (f) In the event of above course being adopted by the Designated Officer, the Bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the Bidder shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Designated Officer has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- (g) The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the Consultant.
- (h) Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Designated Officer may direct the Bidder in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Bidder, or for proper execution of the work for reasons other than any default on the part of the Bidder , or on ground of safety of the work or part thereof. In

the event of suspension for reason other than any default on the part of the Bidder, extension of time shall be allowed by the company equal to the period of such suspension.

- (i) Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Designated Officer, shall give notice in writing to that effect to the Bidder and the Bidder shall act accordingly in the matter. Such decision of CIL shall be final and binding.

In the event of abandonment, the Bidder shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:

- a. to pay the Bidder at the contract rates full amount for works executed and measured up to the date of such abandonment.
- (j) The Bidder shall, if required by the Designated Officer, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Designated Officer to assess the amount payable. The Bidder shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

## **7. COMPLETION CERTIFICATE / DEFECT LIABILITY CERTIFICATE**

- (a) The Bidder shall give notice of completion of work, as soon as the work is completed, to the Designated Officer. The Designated Officer and or any other Officer, nominated for the purpose by the company shall, within 30 (thirty) days from the receipt thereof, inspect the entire scope of work and ascertain the defects/deficiencies, if any, to be rectified by the Bidder as also the items, if any, for which payment shall be made at reduced rate, if any.
- (b) If the defects, according to the Designated Officer the rectification of which is necessary for the satisfactory performance of the Contract, he shall intimate in writing the defects and instruct the Bidder to rectify the defects/remove deficiencies within the period and in the manner to be specified therein.
- (c) Completion Certificate shall be issued by the Designated Officer 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 clauses of the contract.

## **8. RESPONSIBILITY OF BIDDER**

- i) The Bidder shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- ii) The Bidder shall furnish to the Designated Officer or his authorised representative with work reports from time to time regarding the Bidder organisation and the progress made by him/them in the execution of the work as per the contract agreement.

All duties, taxes including 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. 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 CONTRACTOR. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.

The rate quoted by Bidder shall be inclusive of all taxes, duties & levies, GST & GST Compensation Cess (if applicable). The payment of GST and GST Compensation Cess by service availer (i.e. CIL) 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 Bidder 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 directly to concerned authorities in terms with GST provisions.

- iii) The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- iv) No sub-letting of the work is permissible.
- v) Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction.

The Contractor shall also comply with statutory requirements under CL(R&A) Act and also obtain labour license.

The Contractor shall not engage any person of less than 18 years of age.

The payment of wages to the workers should be made through Bank.

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly

deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment / short payment / dispute/ award.

- vi) All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.
- vii) The Bidder shall comply with statutory requirements of all acts and statute including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.
- viii) The Bidder shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The Company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.
- ix) The Bidder shall submit the bid after being fully acquainted with the laws, rules and regulations involved in performance of the works in terms of the contract including but not limited to the above and it agrees to comply with all such laws, rules and regulations in all manners and to comply with all statutory compliances and submit returns with the relevant authorities within the time.
- x) The CIL shall not have any control, directly or indirectly, on any such persons to be employed by the Bidder for performance of the works under this Contract, and/or the CIL shall not issue any instruction of any nature whatsoever directly or indirectly to such persons. Since the privity of contract will be between the CIL and the Bidder, it will be the obligations of the Bidder to complete the works at its own resources and to adhere to and comply with the instructions of CIL as may be issued from time to time. Therefore, the CIL does not own any liability or obligations in respect of any persons to be employed by the Bidder for performance of the works.
- xi) The CIL does not owe any liability or responsibility to any party or person other than the Bidder, to the extent of the contractual value and subject to terms and conditions of the contract and timely performance by the Bidder.
- xii) The Bidder and/or persons engaged by the Bidder, by reason of performance of the work under this NIT, will not be deemed to be an employee and/or controlling person of the CIL. Without limiting the foregoing, the Bidder shall not enter into any contract or make

any commitment in any manner whatsoever for and on behalf of CIL and to sign any letter or notice on behalf of CIL, without written consent of CIL and/or in derogation of the terms and condition of the contract.

**9. PRICE VARIATION CLAUSE**

The Price shall remain fixed and firm without any price variation due to any escalation in price for the entire period of the contract and extension, if any granted by the CIL at its discretion, as provided herein.

**10. MERGER, ACQUISITION OR DIVESTITURES OF THE BIDDER**

In case of merger, acquisition or divestiture of the Bidder subject to consent of the CIL in writing, the acquiring/ transferee company shall be bound by the terms and conditions of the Contract during the Contract Period, at no additional cost to the CIL.

**11. GOVERNMENT REGULATIONS & STATUTORY ACTS**

- (a) The Bidder should execute and deliver such documents as may be needed by CIL in evidence of compliance of all laws, rules and regulations required for reference. The Bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Bidder and CIL shall not be responsible in any manner whatsoever and the Bidder shall keep and hold the Owner/CIL saved, harmless and indemnified from such contraventions and all claims, costs, litigations and consequences of any nature arising therefrom.
- (b) All legal formalities are to be obtained prior to and or during the commencement of work by the Bidder for the successful execution of the said Work. The Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CIL shall have no liabilities in this regard and the Bidder shall keep and hold the Owner/CIL saved, harmless and indemnified from contraventions of such Acts & rules and regulations, laws and by-laws and all claims, costs, litigations and consequences of any nature arising therefrom.

**12. INTELLECTUAL PROPERTY RIGHTS**

- (a) No services covered under the contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify CIL, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, CIL, shall be defended in the defense of any proceedings which may be brought in that connection.

- (b) The Bidder shall indemnify and hold harmless the Owner/CIL, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner/CIL, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials provided by the Bidder in accordance with the Contract.
- (c) If any proceedings are brought or any claim is made against the Owner/ /CIL arising out of the matters referred to in aforesaid Clauses, the CIL shall promptly give the Bidder notice of such proceedings or claims, the Bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the CIL shall provide the Bidder with the assistance, information, and authority reasonably necessary to perform the above.

### **13. CONFIDENTIALITY**

The selected bidder would get from time to time various information related to M/s Coal India Limited and/or its group and associate company/ies (hereinafter collectively referred to as the "Company" or "CIL") which is not generally available or its proprietary in nature (herein be referred to as the "Confidential Information").

**Confidential Information:** Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the company or its business not generally known or disclosed to the public, consisting of Unpublished Price Sensitive Information (UPSI), but not limited to, financials, pricing & sale data, revenue, turnover, production, inventory & supply data, inventions, discoveries, plan, concepts, designs, blueprints, drawings, models devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the company's business.

**Exceptions:** For the purpose of this Agreement, information shall not be deemed confidential information if:

- (a) They are or become generally available to the public other than as a result of disclosure by Recipients or its Representatives,
- (b) They become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to Coal India Limited, whether by contractual, legal, statutory or fiduciary obligation or otherwise or
- (c) Were as evidenced by written records or other materials satisfactory to Coal India Limited, in Recipient's possession on a non-confidential basis prior to Coal India Limited disclosure to Recipient.

As a condition to you being furnished with any information and as consideration for such, the selected bidder shall agree as follows:

- a) **Non-disclosure:** Recipient recognises and acknowledges the competitive value of the confidential information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the information strictly confidential and will not, without the prior written consent of Coal India Limited, disclose/communicate such confidential information to any person, including his/her relatives, past and future employer, for any own personal benefit or the benefit of any other person, corporation or entity in any manner whatsoever, in whole or in part, except that Recipient may disclose the information to those of recipient's directors, officers, employees, agents or other representatives (collectively, "Representatives") who (i) need to know the confidential information for the purpose for which the Recipient has been appointed or for legitimate purposes or to perform its duties assigned or to discharge its legal obligations (ii) have been informed of the confidential nature of the confidential information and (iii) have agreed in writing to keep the information confidential and be bound by the terms of this Agreement as if they were parties hereto even after their tenure as employee/representative of the recipient in the same manner and to the extended period the recipient is bound under the confidentiality agreement. Recipient agrees to use the same degree of care to protect the confidential information from unauthorized use or disclosure as the Recipient would use to protect its own confidential information of a similar nature, but in- no event with less reasonable care than that. Recipient agrees to be responsible for and to indemnify Coal India Limited and its representatives against any breach by any of Recipient's Representatives of the matters referred to herein.
- b) **Restrictions on use :** the confidential information will not, without the prior written consent of Coal India Limited, be used by Recipients or its Representatives, directly or indirectly, for any purpose other than the purpose for which the confidential information is being provided to the Recipient and such use shall absolutely cease at the request of Coal India Limited. In addition, recipient hereby acknowledges that recipient is aware (and, if applicable, that Recipients Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and amendments thereto, if any, prohibits any person, who possesses or having access to UPI about the company, from trading securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third-party is likely to trade in the securities of the company.
- c) **Return of confidential information:** Upon the request of Coal India Limited, Recipient shall, and shall cause its Representatives to promptly return all confidential information to Coal India Limited, without retaining any copies, summaries or extracts thereof in any form whatsoever. In the event of such request, all documents, analysis, compilation, studies or other materials prepared by Recipient or its representatives that contain or reflect confidential information shall be destroyed and no copy thereof shall

be retained (such destruction to be confirmed in writing by a duly authorized officer of recipient). Notwithstanding the return or destruction of the confidential information, recipient and its representatives shall continue to be bound by their obligations of confidentiality and other obligation hereunder. With respect to those portions of the confidential information that consist of analysis, compilation, studies or other materials prepared by recipients or its representatives, Coal India Limited may, in its sole discretion, permit the retention of such confidential information for evidentiary purposes. Notwithstanding such retention, recipient and its representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

- d) Without Coal India Limited's prior written consent, Recipient shall not and recipient shall cause each of its representatives not to, directly or indirectly, alone or in concert with others, trade in securities of Coal India Limited or encourage any third party to trade in securities of Coal India Limited, the term "securities of Coal India Limited" shall mean and include the equity shares of Coal India Limited and such other securities issued by Coal India Limited and listed on any recognized stock exchange. The term "Trade" used herein shall mean to subscribe, buy, sell, deal or agreeing to subscribe, buy, sell pledge or otherwise deal, directly or indirectly, in securities of Coal India Limited by any person either as principal or agent.
- e) In the event that recipient and its representatives become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, investigation demand or similar process) to disclose any of the information, recipient and its representatives will promptly provide Coal India Limited with written notice so that Coal India Limited may seek a protective order or other appropriative remedy and/or waive compliance with the provisions of this agreement. If, in the absence of a protective order or other remedy or waiver, recipient and its representatives are, in the opinion of Coal India Limited's counsel, legally compelled to disclose such confidential information to any tribunal or else, in the opinion of Coal India Limited's counsel, stand liable for contempt or suffer other censure or penalty, recipient or its representatives will furnish only that portion of the confidential information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such confidential information.
- f) The recipient hereby agrees that money damages could be only a part remedy for any breach or threatened breach of this agreement by the recipient and its representatives. In addition to the money damages, Coal India Limited shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to Coal India Limited in law or in equity. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that the recipient has breached this agreement, then the recipient shall be liable and pay Coal India Limited in connection with such litigation all and any expenses incurred by Coal

India Limited in connection with such litigation, including any appeals therefrom, costs thereof (including advocate's fee).

- g) The recipient further agrees to indemnify, defend, and hold harmless Coal India limited and its affiliates and any directors, officers, employees, agents, advisors or other representatives thereof (each an "indemnified person") from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this agreement and to reimburse each indemnified person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any indemnified person.
- h) The recipient further agrees to comply with the "Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons of Coal India limited" as far as it is applicable to them.

#### **14. SETTLEMENT OF DISPUTES**

##### Disputes Resolution

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".
3. The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

##### Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
  - a. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
  - b. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government’s policies in this regard.
  - c. Purchase preference policies regarding MSEs and Start-ups

### **SETTLEMENT OF DISPUTES WITH THE CONTRACTOR**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the Company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the Company.

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred to the Executive Director (Company Secretary, CIL.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

1. Adjudication
2. Mediation

**NOTE:** While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

### **Adjudication**

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

**NOTE:** If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

### **Mediation**

1. Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
2. **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.
3. **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has

issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

- a. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
    - i. A retired judge.
    - ii. A retired high-ranking officer and/ or technical expert.
  - b. In cases where a HLC is constituted, the Company may either
    - i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
    - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
    - iii. use the HLC itself as the mediator.
  - c. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
  - d. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.
  - e. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.
4. Appointment of Mediator(s):
- a. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
  - b. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.

- c. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
  - d. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
  - e. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.
5. **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed. **Online Mediation:** The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.
6. **The Process:**
  - a. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
  - b. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
  - c. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—
    - i. knowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
    - ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
    - iii. documents prepared solely for the conduct of mediation or in relation thereto;
    - iv. any other mediation communication.
    - v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the

mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

d. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.

7. **Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a nonsettlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.

**8. Mediated Settlement Agreement (MSA):**

As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement ("MSA"), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

a. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.

b. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the

non-defaulting party has a right to enforce it through the Court.

- c. Costs: The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
- d. No claim of Interest during Mediation proceedings: Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
- e. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

## **15. CLOSURE OF CONTRACT**

The closure of contract shall be done within a period of 60 days after completion of the work.

## **16. GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING**

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of 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 H-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - iii) If H-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 sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. The debarment done by DoE/MoC shall also be applicable in CIL and its Subsidiaries.
6. 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 H-1, next highest firm shall be considered as H-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.

7. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case 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.

8. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. 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.
9. 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.

*Note: "Company" means a company incorporated under company's Act 2013 or under any previous company law.*

10. The above 'Debarment' shall be in addition to other penal provisions of Bid Document /Contract document.
11. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
12. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
13. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
  - a) In case the Accepting Authority of the 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.
14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.
- A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
15. Appellate Authority for debarment orders shall be CMD of 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.
16. Any change on the above may be done with approval of FDs of CIL.
17. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/Subsidiaries/GeM Portal).

## **Undertaking for Custom Bid for Services Creation on GeM**

**(to be filled by the HoD)**

File number:

Date:

**Subject: Undertaking for Creation of Custom Bid for Services required on GeM**

1. Services required (Please specify the exact services required): Selection of Practicing CA for certification of Form 15CB in relation to dividend payout
2. Search String Used in the GeM Availability Report & Past Transactions Summary (Please state the exact search string used to find suitable Service categories):  
Selection of Practicing CA for certification of Form 15CB in relation to dividend payout
3. GARPTS ID (mention GeM Availability Report ID):  
GEM/GARPTS/25022026/WQCA5LXLL553
4. Categories which will be selected for sending notification from GeM:  
Category 1: (Category Name) Financial Advisory Services  
Category 2: (Category Name) Hiring of consultant – Milestone / Deliverables based  
Category 3: (Category Name)
5. Undertaking:  
I acknowledge that the creation of a custom bid for Services is an exceptional process, warranted only when categories are unavailable on GeM for the required services.

I, (Your Name), undertake to the following:

1. Our office/organization has diligently conducted a comprehensive search using the provided search parameters, confirming the absence of relevant categories for services.
2. To the best of our knowledge, our office/organization has provided an accurate and detailed description of the required services in para 1 above.
3. We have meticulously selected the most relevant categories for notification in para 1 above.
4. Our office/organization stands fully prepared to justify the necessity for a custom bid for services to GeM upon request.

Signature

**BIJAY PRAKASH  
DUBEY**

Digitally signed by BIJAY  
PRAKASH DUBEY  
Date: 2026.02.25  
16:26:06 +05'30'

(Name of Competent Authority)

(Designation, Organization, Department, State)

Note – This undertaking will be attached to Custom bid published and will be available in public domain.