



ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)

NIT No.: ECL/HQ/CMC/Misc./2024/151

Date: 02.04.2024

e-TENDER NOTICE
(Buyer Added ATC)

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

Name of work	Estimated cost of work (Without GST) (in Rs.)	GST on estimated cost of work @---% (in Rs.)	Estimated cost of work (including GST 18%) (in Rs.)	Period of Completion In Years)
Engagement of Auditors (Chartered Accountants/ Cost Accountants) by tendering through GeM portal for verification & certification of closing stocks of coal of all mines, washeries and coke plants etc. of ECL as on 31.03.2024.	9000	1620	10,620.00	31 days

NOTE: i. The tendered work cannot be split.

ii. The bid documents will be available on GeM portal under the 'Service Catalogue' **HIRING OF CONSULTANTS - MILESTONE/DELIVERABLE BASED**.

(iii) Bidder must complete the job and submit the report to GM (Production/CSM/Blasting) within 7 days of award of work. However, contract period is given as 31 days as per GeM provision.

2. Details of GST Registration of ECL:

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

3. Time Schedule of Tender:

Sl. No.	Particulars	Date (DD:MM: YYYY)
a.	Bid Publication Date	02-04-2024
b.	Bid End Date/Time	17-04-2024
c.	Bid Opening Date/Time	17-04-2024

*Note:

- i. If the number of bids received online is found to be less than three till bid opening date, then the last date of submission of Bid and Technical Bid Opening date will be manually extended for a period of Four days.
- ii. This extension will be also applicable in case of receipt of zero bid.
- iii. Bidders will have the right to modify / withdraw their bids during the extended period of submission of bids as per functionality of GeM portal.
- iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- v. If the above extended date falls on Holiday i.e. a non-working day, then the same is to be rescheduled to the next working day.
- vi. The validity period of the tender should be decided based on the final end date of submission of bids.
- vii. The Employer reserves the right to issue corrigendum / addendum and it shall be binding on part of the Bidders.

4. Clarification of Bid:

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

5. Eligible Bidders:

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

NOTE: Joint Ventures (JV) are not permitted in the procurement of Other (Non-consulting) services;

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

6.1 Eligibility criteria to qualify for award of the contract-

a. Qualification criteria:

- i. The Bidder must have at least 10 qualified Chartered / Cost Accountants who shall be partners or on the roll of the firm as on 31.03.2024 and at least 7 of them must have the Certificate of Practice (COP) holders.
- ii. A list, showing the name of qualified Chartered / Cost Accountants who are the partners or on roll of the firm as on 31.03.2024, shall be certified by the firm under seal or through Notary Public.

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

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

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

- c. **GST Registration** (Not Applicable for Exempted Services): The Bidder should be either GST Registered Bidder under regular scheme.

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

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

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

- a) Status: GST registered Bidder under regular scheme.

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

- b) Status: GST registered Bidder under composition scheme.

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

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

NOTE:

1. *If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.*
2. *During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).*

- d. Legal Status of the Bidder:** The Bidder should be of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Service(s) to the Buyers registered on GeM.

Supporting Documents to be uploaded online on GeM portal

The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below:

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

OR

- b) Partnership deed containing name of partners.

OR

- c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder

- e. **Written Consent regarding Arbitration:** It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm. (Annexure-IV)
- f. **LOB and UNDERTAKING (Genuineness):** If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures II & III respectively.
- g. **Restrictions on Public Procurement from certain countries:** As per provisions of GeM Portal.
- h. **Undertaking:** An undertaking is to be given on Bidder's / Sellers letterhead online as per the format given in the bid document. (Annexure-IV)
- i. The MSEs are required to submit a copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- j. Purchase Preference under 'Make in India' Policy for "Local supplier". Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

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

Note:-

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format.

- b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

- 6.2 Even though the Bidders/Sellers meet the above eligibility criteria, they are subject to be disqualified
- if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
 - On account of currency of debarment as applicable.

- 6.3 If the Bidder/Seller is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be considered. However, if the Bidder/Seller is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

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

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

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

Sl. No.	Eligibility Criteria	Information to be furnished by Bidder	Scanned copy of documents to be uploaded by bidders/Sellers in support of information/ declaration furnished by the bidder/seller against Eligibility Criteria.
1.	Qualification criteria As per Clause No. 6.1(a) of NIT	<p>i. The Bidder must have at least 10 qualified Chartered / Cost Accountants who shall be partners or on the roll of the firm as on 31.03.2024 and at least 7 of them must have the Certificate of Practice (COP) holders.</p> <p>ii. A list, showing the name of qualified Chartered / Cost Accountants who are the partners or on roll of the firm as on 31.03.2024, shall be certified by the firm under seal or through Notary Public.</p>	Upload list showing the name of at least 10 qualified Chartered / Cost Accountants who are the partners or on roll of the firm as on 31.03.2023, certified by the firm under seal or through Notary Public against "Additional Doc 1 (Requested in ATC)" section available under 'Documents required from seller'
2.	MSE REGISTRATION	1. Bidders/Sellers are required to upload valid MSE certificate in compliance with the Guidelines of Ministry of MSME Enterprises and also as per the	

	CERTIFICATE AND SC/ST CERTIFICATE As per Clause No. 6.1 (i) of NIT	functionality of GeM portal. 2. Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category. NOTE: Upload MSE Registration Document/Declaration and Certificate as the case may be in respect of status of MSE in “ Additional Doc 2 (Requested in ATC) ” section available under ‘Documents required from seller’ link.
3.	LOCAL SUPPLIER STATUS OF THE BIDDER As per Clause No. 6.1 (j) of NIT	<ul style="list-style-type: none"> • If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items. • If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content. <p>NOTE: Upload the Local Supplier Status of the Seller Certificate in respect of local supplier status in “Additional Doc 3 (Requested in ATC)” section available under ‘Documents required from seller’ link.</p>
4.	Undertaking As per Clause No. 6.1 (h) of NIT	An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the Bidder etc. as per the format given in Tender Document, as per ANNEXURE-IV of Bid Document NOTE: Upload duly filled-in and signed Undertaking against “ Additional Doc 3 (Requested in ATC) ” section available under ‘Documents required from seller’.
5.	VALID PAN, GST & LEGAL STATUS As per Clause No. 6.1 (b), (c) and (d) of NIT	<p>i) Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India.</p> <p>ii) Document for GST</p> <p>iii) Document for LEGAL STATUS</p> <p>NOTE: Upload Valid PAN, GST Document and Legal Status in single pdf document in “Additional Doc 4 (Requested in ATC)” section available under ‘Documents required from seller’ link by merging these 3 documents into single one pdf document.</p>
6.	NOTE: Only one file in .pdf format can be uploaded against each eligibility criteria as per extant GeM provision. Therefore, all relevant applicable documents to support the information/declaration furnished by Bidder against eligibility criteria must be uploaded by the Bidder in the same .pdf file to be uploaded against respective eligibility criteria.	

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

Sl. No.	Eligibility criteria	Document description	Scanned documents to be uploaded by Bidder
1	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Tender Document. As per Clause No. 6.1 (f) of NIT	If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures II & III respectively.	NIL

2	Code of Integrity for Public Procurement (CIPP) as Annexure-VI provided in the bid document.	If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Code of Integrity for Public Procurement (CIPP) provided in Annexure-VI.	NIL
3	General Technical Evaluation (GTE) Template as Annexure-I provided in the bid document.	If the bidder / Seller participated in the GeM bid, it implied that they have unconditionally accepted the value entered as “Yes” in bidder/seller value column (i.e. last column) in the General Technical Evaluation (GTE) enclosed in the bid document.	NIL

7. Financial Bid: As per functionalities available on GeM portal.

8. Validity Period of Offer:

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

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

9. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

10. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on GeM portal only.

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

This issues with the approval of competent authority.

25/04
02/04/24
Tender Inviting Authority
ECL HQ
Ahmed
02.04.2024

Distribution: - (Through e-mail)

1. D(T) OP, ECL for kind information
2. CVO/GM(Vigilance), ECL HQ –for kind information
3. HOD (CMC), GM(Prod.) ECL HQ.
4. HOD (PR), ECL-With request to arrange for hoisting of NIT document in websites as per norms of Company at the earliest.
5. Notice Board.

Buyer Added Bid Specific Special Terms and Conditions

1. Bidder shall report to GM, Prod./CSM/Blasting Deptt., ECL HQ as per date communicated in Work Order.
2. Bidder shall start the work as per date communicated in work order awarded on GeM Portal and complete within the scheduled period.
3. If bidder fails to start the work within two day of start date of work, the earnest money submitted along with the bid will be forfeited without showing any reason thereof. ECL management will engage any other eligible firm for execution of that job.
4. Bidder has to verify and certify the closing stock as on 31.03.2024 of the above-mentioned mines by examining/ reconciling all relevant documents in accordance with check-list enclosed as Annexure-1B. The copy of the report of each unit should be certified by a Chartered/ Cost Accountant.
5. The certified copy of the report duly signed by the colliery Manager, Agent/ Project Officer/ Sub Area Manager and Area CGM/ GM is to be submitted within schedule date to GM (Production/CSM/Blasting) of ECL. Subsequently, one copy of **Annexure 1A (Proforma for the reporting certification submitted with the report)** of each unit duly filled & signed and acceptance certificate issued by ECL HQ is to be submitted to ED (Production), Coal India Ltd. by GM (Prod/ CSM/Blasting), ECL within 7 days from the date of submission by the CA firm. Name of the mines, washeries and coke plants of ECL as mentioned in NIT is attached herewith as **Annexure -1C**. However, name and number of mines, washeries and coke plants may be different from actual. Number of mines, washeries and coke plants offered by the Area CGM/ GM will be treated as final.
6. Remuneration and Allowance:
 - a. Payment will be made within 21 days after acceptance of the report by the GM (Production) and submission of bill whichever is later.
 - b. Boarding and lodging will be arranged by Company free of charges. Transport will also be provided from company Headquarter to the Area Office and/ or Units.
 - c. GST will be paid to the party who are registered under GST rules at a rate applicable on the date of providing the services.
7. Performance and Penalty Clause In the event of non-submission of report by due date to GM (Prod/ CSM /Blasting), ECL HQ, 10% of the bill amount will be deducted from the bills, for report submitted up to the period of next 7 days. Thereafter for subsequent delay of each 7 days additional 5% will be deducted subject to maximum of 20%.
8. All working papers created in the course of the work will be the property of the company.
9. Report will be treated as incomplete unless following items are not enclosed with the report (i) Documentary evidence of the items as per checklist examined by the auditor. (ii) A brief note regarding major findings of each unit. (iii) **Annexure-1A and 1B (Proforma for reporting certification)**.
10. In case the auditor faces any problem in regard to commencing and carrying out the job/ finalization of the report, the matter is to be reported to GM (Prod/CSM/Blasting), ECL and HOD (Prod), CIL immediately by telecommunication/ e-mail and substantiated in writing by Speed Post.

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS (ATC)

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

SECTION-1 **INSTRUCTIONS TO BIDDERS**

1. SCOPE OF BIDDER

1.1. The Eastern Coalfields Limited invites bids for the work as mentioned in the GeM bid. The Bidders should submit bid for the whole work mentioned in the GeM bid.

1.2. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

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

3. ELIGIBILITY CRITERIA OF THE BIDDER: Refer clause No. 6 of NIT

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

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

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

7. CONTENT OF BIDDING DOCUMENTS:

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

1. Notice Inviting Tender.
2. Instructions to Bidders.
3. Conditions of Contract (Buyer Added ATC).
4. Scope of work/Bill of Quantities.
5. Forms of Securities and form of Article of Agreement.
6. **Code of Integrity for Public Procurement (CIPP)**
7. Proforma for e-Mandate
8. Guidelines on Debarment of firms from Bidding
9. Other documents, if required as per GeM portal.

8. CLARIFICATION OF BIDDING DOCUMENTS: Refer clause No. 4 of NIT

9. CORRIGENDUM TO NIT

Corrigendum should be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

10. LANGUAGE OF BID

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

11. BID PRICES

- 11.1 The Bidders shall offer for the whole Works as described in **Sub-Clause 1.1**, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 11.2 The Bidder shall quote prices/percentage for all items of the Works described in the Bill of Quantities. The prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
- 11.3 All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only and other levies payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.
- 11.4 The price quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor. However, in case Contractor is GST unregistered Bidder/dealer or GST registered under composition scheme in compliance with GST rules, the Bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

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

- 11.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
- 11.6 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY: Refer clause No. 8 of NIT

14. SIGNING AND SUBMISSION OF BID:

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

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

Name of the bidder as per Legal Status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction	Partnership Firm	ABC Construction
ABC-XYZ (JV)	Joint Venture/Consortium	ABC-XYZ (JV) or otherwise as provided in clause No.6.2 of NIT.

- b. The Bidder will submit their bid online. No off-line bid shall be accepted.
- c. The Bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the **GTE** Template and shall be accepted by the Bidder during Bid submission.

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

- e. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.
- f. For online submission of tender the Bidders will have to upload the following-

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

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

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

15. DEADLINE FOR SUBMISSION OF BIDS

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

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

16. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.

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

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

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

Note:

- a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
 - i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment of firms from Bidding shall be followed for taking above penal action.
 - ii. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

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

19. EVALUATION OF BIDS:

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

19.2 Evaluation of Tender-

I. For One Part System:

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

B. In case the L-1 bidder fails to comply the eligibility requirement as per NIT or backs out (i.e. Techno commercially established L1 bidder), then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The tender shall be cancelled and retendered. No recycle of the confirmatory documents will be done.

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. Deleted.
- E. Deleted.
- F. Deleted
- G. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- H. Deleted
- I. Deleted
- J. Deleted
- K. Deleted
- L. Deleted

III. The following clauses are applicable:

A. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by 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 One Crore Rupees and Turnover does not exceed Five Crore Rupees.
- b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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

B. Procurement Preference to Make in India.

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

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

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

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

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the

remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers.
- b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance:

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

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

I. Reciprocity Clause

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

Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.

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

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

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered.
- iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

19.2 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the scanned documents uploaded by Bidder and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

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

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

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

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

20 PROCESS TO BE CONFIDENTIAL

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

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the GeM bid.

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

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

21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

22 EVALUATION AND COMPARISON OF BIDS

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

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

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

22.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification or as per the functionalities available on GeM Portal relating to representation / challenge made by the disqualified bidders/sellers (If any). This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

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

22.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses,

Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

23 AWARD CRITERIA

Subject to Clause 22, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price/percentage, provided that such Bidder has been determined to be:

- a. eligible in accordance with the provisions of Clause 2; and
- b. qualified in accordance with the provisions of Clause 3.

25. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 25.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer through GeM portal prior to expiration of the Bid validity period
- 25.2 The notification of award of work by generating contract on GeM portal will constitute the formation of the Contract.
- 25.3 The work order shall be issued by Area GM for the contracts awarded from Company HQ, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:
- a. Time schedule for Execution of Formal written Agreement.
 - b. Any other salient detail as per standard format (to be decided at Subsidiary level).

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

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

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract (GTC).

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

- 25.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder through GeM portal and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of NIT.
- 25.5 The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

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

27. Employment of Labour:

- 27.1 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor which shall be in accordance with the following guidelines:

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

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident

Fund, as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.

Note:

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

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

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

26. Legal Jurisdiction

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

27. Downloading bid document

- i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.
- ii) The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.
- iii) The bid document as available online on GeM portal shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

30.1 Code of Integrity for Public Procurement (CIPP)

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

28. 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.

29. Miscellaneous.

- 29.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rate/percentage.
- 29.2 The site for work may be made available in parts.
- 29.3 Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

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

30. **Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:** As per features and functionality of GeM portal.
31. **Workmen Safety and Insurance:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC (Special Conditions of Contract) ; and
- (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.
32. **Liquidated Damages for Delay in Performance:** Refer Buyer Added Bid Specific Special Terms and **Conditions** and GEM GTC.
33. **Penalty for non-performance :** Refer Buyer Added Bid Specific Special Terms and **Conditions** and GEM GTC

SECTION-II
CONDITION OF CONTRACT
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Eastern Coalfields Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor" / "Contractors" wherever occurs means the successful Bidder/ Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.
- v. 'Tender Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.
- vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-In-Charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In- Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/GeM Contract/Work Order together with Contract Document, shall constitute the Contract.

- ix. The 'Works' shall mean the works required to be executed in accordance with the contract or 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 Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.
Note: -Functional Directors of Subsidiaries to approve the Schedule of Rates for Coal Transportation, wagon Loading, etc.
- xi. 'Contract price' shall mean
- a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
 - b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
 - (ii) Notice Inviting Tender and Instruction to Bidders,
 - (iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
 - (iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
 - (v) Scope of works/Bills of Quantities,
 - (vi) Finalized work programme,
 - (vii) [Guidelines on Debarment of firms from Bidding](#),
 - (viii) [Code of Integrity for Public Procurement](#).
 - (ix) Any other document, if required.
- 2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In- Charge, his representatives or any other officials authorized by the Company for the purpose.
- 2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

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

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
 - b. discrepancy in the amount quoted by the Contractor 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 Contractor shall be corrected.

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

4. SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest.

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

A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

0 1 2 3 4 5 6 7 8 9

/ - ? : () . , ' + { }

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

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

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

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

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

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

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

Safe Custody and Monitoring of Securities-

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

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

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

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

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

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

4.5 Refund of Security Deposit:

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

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

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

4.6 Additional Performance Security (APS):

There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

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

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

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

7. Penalty for non-performance: Refer Buyer Added Bid Specific Special Terms and Conditions and GEM GTC

8. QUALITY ASSURANCE:

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

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

As per functionalities available on GEM Portal

10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:

As per functionalities available on GEM Portal

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

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

12. SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

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

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

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

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

Conciliation:

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

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

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

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

13. SETTLEMENT OF DISPUTES THROUGH ARBITRATION

- (i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.
Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.
- (ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
- (iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

- (iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
- (v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
- (vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:

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

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (b) It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

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

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

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

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

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

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

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

- ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.
- (x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

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

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

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

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

4. The contracting entity may be debarred from bidding in the following circumstances: -

i) Withdrawal of Bid as per relevant provisions of tender document.

ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.

iii) If L-1 Bidder fails to start the work on scheduled time.

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

v) Continued and repeated failure to meet contractual Obligations:

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

b. On termination of contract.

vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

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

viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

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

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

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

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

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

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

xv) False declarations w.r.t Make in India Order. xvi) In case of supply of substandard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

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

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

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

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

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

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.

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

11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.

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

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

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

15. Any change on the above may be done with approval of FDs of CIL.

16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e Procurement portal of CIL).

GENERAL TECHNICAL EVALUATION (GTE) TEMPLATE

S.No	Particulars	Expected Value	Bidder/Seller Value
1.0	Does the bidder accept the terms and conditions of Letter of Bid (LOB) and Undertaking regarding genuineness as per the format given in bid document.	Yes	Yes
2.0	Does the bidder possess the required qualification criteria as per clause no 6.1(a) of NIT.	Yes	Yes
3.0	Does the bidder possess required document in respect of Legal Status of the bidder as enlisted in NIT.	Yes	Yes
4.0	Does the Bidder possess required document with respect to GST status of the bidder as per bid document.	Yes	Yes
5.0	Does the bidder possess required document with respect to valid PAN issued by Income Tax Department, Govt. of India as per bid document.	Yes	Yes
6.0	Does the bidder submit and accept Undertaking regarding relatives as employees of company, arbitration clause (in case of partnership firm/JV), local supplier status of the Bidder etc. as per the format given in bid document.	Yes	Yes
7.0	Does the bidder submit MSE Registration Certificate or Declaration w.r.t status of MSE as applicable as per Checklist of NIT.	Yes	Yes
8.0	Does the bidder possess required document indicating percentage of local content w.r.t. Purchase Preference under Make in India Policy for Local supplier as enlisted in NIT.	Yes	Yes
9.0	Does the bidder accept the terms and conditions as stipulated in the Code of Integrity for Public Procurement (CIPP) given in bid document.	Yes	Yes

Annexure-1(A)**Proforma for Reporting Certification**

1. Name of the Subsidiary
2. Name of Area
3. Name of Unit

A. Actual Production for the Financial Year 2022-23

NAME OF THE UNIT	PRODUCTION (IN TONNES)	REMARKS

B. Closing Stock (Derived) as on 31.03.2023

PARTICULARS	COAL (IN TONNES)
Opening Stock (as on 01.04.22)	
Add (Production + Receipt)	
Sub Total	
Less Despatch (Offtake + Transfer + Own Consumption)	
Balance being Closing Stock (derived)(as on 31.03.23)	

C. Remarks:

Colliery Manager

Agent/Project Officer/SAM

CGM/GM

Chartered Accountant /
Cost Accountant with seal

CHECK-LIST

Audit Report of each unit should contain details of following items. Also, at the end of the report separate note of major observations of the team should be given.

A. PRODUCTION AND OTHER RECORDS OF OPEN CAST MINE

- (i) Shift-wise coal production report and OB Removal Report.
- (ii) Daily coal production report and OB Removal Report.
- (iii) Daily and monthly consumption of explosive.
- (iv) Month-wise Powder Factor achieved.
- (v) Monthly fuel consumption of different HEMM.
- (vi) Monthly availability and utilization of HEMM.
- (vii) System of re-conciliation of trips with reported production.
- (viii) Monthly in-situ measurement and quantity reported.

B. PRODUCTION AND OTHER RECORDS OF UNDERGROUND MINE

- (i) Shift-wise coal production report.
- (ii) Daily coal production report.
- (iii) Monthly availability and utilization of SDL, LHD and Continuous Miner etc.
- (iv) Daily and monthly consumption of explosive.
- (v) Month-wise Powder Factor achieved.
- (vi) Monthly consumption of timber and roof bolt etc.
- (vii) Maintenance of sand stowing records, if done.

C. POWER

Consumption of power per unit of production and comparison with norms and previous year's figure.

D. SALES

- (i) Maintenance of records for sales – delivery order-wise, party-wise ledger, weighment register, gate pass etc.
- (ii) Monthly reconciliation between billed quantity and dispatched quantity. If any variation is observed, reasons for the same to be ascertained.

E. COAL TRANSPORT

- (i) Maintenance of records – Trip register, gate pass and register etc.
- (ii) Reconciliation of coal transportation records of coal transported from face to surface and surface to surface.

F. WASHERY- NOT APPLICABLE

- (i) Capacity utilization of the washery and the reasons for underutilization, if any.
- (ii) Percentage of yield and comparison of the same with the target and last year's figure.
- (iii) Grade-wise, mine-wise total raw coal received.
- (iv) Total monthly washed coal produced and middling and rejects.

G. PERFORMANCE OF COKE PLANT- NOT APPLICABLE

- (i) Capacity utilization of the coke plant and reasons for underutilization, if any.
- (ii) This year's & Last year's input and output records.

Area wise list of the Mines of the Eastern Coalfield Limited:

Sanctoria, P.O. Dishergarh, West Bengal, Pin-713333

- 1) **Name of the Area: Pandaveswar Area**, P.O. Pandaveswar, Dist. Burdwan (WB)

Sl. No.	Name of the Unit
1	Madhaipur Colliery
2	Madhaipur OC
3	Manderboni – S.Samla
4	Pandaveswar
5	Dalurbandh OC
6	Khottadih U/G
7	Khottadih OC

- 2) **Name of Area: Bankola Area**

P.O. Ukhra, Dist. Burdwan (WB), Pin-713363

Sl. No.	Name of the Unit
1	Khandra
2	Bankola
3	S.S. Pur
4	Kumardihi A
5	Kumardihi B
6	Tilaboni
7	Shankarpur
8	Nakrakonda Kumardihi B OC

- 3) **Name of Area: Jhanjra Area**

P.O. Nakrakonda, Dist Burdwan (WB), Pin-713363

Sl. No.	Name of the Unit
1	Jhanjra Project

- 4) **Name of Area: Sonapur Bazari Area**

P.O. Bahula, Dist. Burdwan (WB), Pin-713322

Sl. No.	Name of the Unit
1	Sonapur Bazari OC

- 5) **Name of Area: Kajora Area**

P.O. Parasea, Dist, Burdwan (WB), Pin-713384

Sl. No.	Name of the Unit
1	Madhusudanpur 7Pit & Inc
2	Naba Kajora
3	Madhabpur
4	Madhabpur OC
5	Parascole East
6	Parascole West
7	Jambad U/G
8	Khas Kajora

9	Jambad OCP
10	Cenral Kajora

6) **Name of Area: Satgram Area**

Sethia Bhawan P.O. Devchandnagar, Dist. Burdwan (WB),
Pin-713332

Sl. No.	Name of the Unit
1	Kalidaspur
2	Nimcha
3	Nimcha OC
4	Chapuikhas
5	Satgram Incl.
6	Satgram Proj.
7	J.K. Nagar
8	P. Searsole
9	Nimcha Highwall

7) **Name of Area: Kenda Area**

P.O. Bahula, Dist. Burdwan (WB), Pin-713322

Sl. No.	Name of the Unit
1	New Kenda
2	Lower Kenda
3	Bahula U/g
4	New Kenda OCP
5	Chora 7& 9 Pit
6	Chora 10 Pit
7	Chora Block Incl.
8	Shankarpur OC (Extn)
9	Siduli
10	C L Jambad
11	Bonbahal OC Extn

8) **Name of Area: Kunustoria Area**

P.O. Toposi, Dist. Burdwan (WB), Pin-713361

Sl. No.	Name of the Unit
1	Amritnagar
2	N. Searsole OC
3	Kunustoria
4	Bansra
5	Belbaid
6	Parasea

9) **Name of Area: Sripur Area**

P.O. Sripur Bazar, Dist. Burdwan (WB)

Sl. No.	Name of the Unit
1	Ningha
2	Bhanora
3	Bhanora West OC
4	Kalipahari OC
5	Bhanora W/B
6	SSI Ningha

10) Name of Area: Sodepur Area

P.O. Sunderchak, Dist. Burdwan (WB), Pin-713360

Sl. No.	Name of the Unit
1	Narsumuda
2	Dhemo. Inc.
3	Dhemo. Pit
4	Patmohana
5	Methani
6	Bejdih
7	Parbelia
8	Dubeshwari
9	Chinakuri III
	Chinakuri I

11. Name of Area: Salanpur Area

P.O. Lalganj, Dist. Burdwan (WB)

Sl. No.	Name of the Unit
1	Bonjemehari OC
2	Dabor OC
3	G-Begunia OC
4	Gonrandih OC
5	Mohanpur OC
6	Itapara OC

12) Name of Area: Mugma Area

P.O. Mugma, Dist. Dhanbad, Pin-828204

Sl. No.	Name of the Unit
1	Badjna U/G
2	Hariajam
3	Chapapur OC
4	Kumardhubi
5	Rajpura OC
6	Kapasara OC
7	Lakhimata
8	Shyampur B
9	Barmuri OC
10	Khoodia
11	Nirsha OC
12	Shyampur B
13	Badjna OC
14	Gopinathpur OC

13) Name of Area: S.P. Mines Area

P.O. Chitra, Dist. Deoghar, Pin-815351

Sl. No.	Name of the Unit
1	Chitra East OC

14) Name of Area: Rajmahal AreaRajmahal group of mines
P.O. Bara Simra, Dist.
Godda, Pin-814165

Sl. No.	Name of the Unit
1	Rajmahal OC
2	Simlong OC
3	Hurra – 'C' OC

ECL	Total – 14 Areas
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---END---

ANNEXURE-II

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

FORMAT OF “Letter of Bid”

To,
The Tender Committee
Eastern Coalfields Limited

Sub.: Letter of Bid for the work “Engagement of Auditors (Chartered Accountants/ Cost Accountants) by tendering through GeM portal for verification & certification of closing stocks of coal of all mines, washeries and coke plants etc. of ECL as on 31.03.2024.”

NIT Ref.: **ECL/HQ/CMC/Misc./2024/151**

Date: 02.04.2024

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/GeM portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

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

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Eastern Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to” cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” OR to act as specified in the NIT.

ANNEXURE-III

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

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work of “Engagement of Auditors (Chartered Accountants/ Cost Accountants) by tendering through GeM portal for verification & certification of closing stocks of coal of all mines, washeries and coke plants etc. of ECL as on 31.03.2024.” against NIT No. **ECL/HQ/CMC/Misc./2024/151** **Date: 02.04.2024** and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
(Where applicable, evidence of Competent Authority shall be attached.)
10. We hereby confirm that we shall deploy required qualified manpower etc.as per NIT.

11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and [debarment](#) of our firm and all partners of the firm etc [from bidding](#), as per the tender document.

ANNEXURE-IV

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

PROFORMA FOR UNDERTAKING

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

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/**Subsidiary**.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

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

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

*** Delete whichever is not applicable.**

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

Or

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

** Delete whichever is not applicable.

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

(Applicable in case of Partnership firm/Joint Venture)

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

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

*Delete whichever is not applicable.

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

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

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

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

OR

**I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

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

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

Or

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

*Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us,

including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

ANNEXURE-V

AGREEMENT FORM

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

Whereas the Employer is desirous that the Contractor execute

(name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted
the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects
therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :
 - (i) Letter of Acceptance ;
 - (ii) Notice to proceed with the work ;
 - (iii) Contractor's Bid
 - (iv) Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and
 - (viii) Scope of work and conditions of Contract
 - (ix) Integrity Pact
 - (x) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Signature of Witness
(Name , address & Date)

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

To
Tender Inviting Authority,
Eastern Coalfields Limited

Sub: Declaration towards CIPP by Bidder

Ref: NIT No.:
Tender Id No:

Dear Sir,

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

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract as laid down in the General Terms and Conditions.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. In-case the contract is awarded to me/us, I/we will submit a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name& Address)

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:
 - a) they have controlling partner(s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or

- f) in case of a holding Company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business; all such Bidders having a Conflict of Interest, shall be disqualified. The Bidders shall comply the above provision of “Conflict of Interest” and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

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

Note (Not part of tender document):

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

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. **Obligations for Proactive Disclosures**

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

4. **Punitive Provisions**

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

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

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

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



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4831666
Dated/दिनांक : 02-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-04-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-04-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Eastern Coalfields Limited
Organisation Name/संगठन का नाम	Eastern Coalfields Limited
Office Name/कार्यालय का नाम	West Bengal
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Auditor; Mines, Minerals and Metals; No; Onsite
Contract Period/अनुबंध अवधि	1 Month(s) 1 Day(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	10620

Bid Details/बिड विवरण

Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of work:[1712044393.pdf](#)

Profile of Consultants:[1712044405.pdf](#)

Payment Terms:[1712044428.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Auditor; Mines, Minerals And Metals; No; Onsite (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Consulting Category/ Stream	Auditor
Consultant's Profile	Mines, Minerals and Metals
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Onsite
Addon(s)/एडऑन	

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

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

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Karunesh Kumar	713333,Eastern Coalfields Limited, Office of CMD, Materials Management Department, Purchase Wing, Sanctoria, PO Dishergarh, District - Burdwan, West Bengal - 713333	1	N/A

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

1. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---