बिड संख्या/Bid Number: GEM/2026/B/8110453
दिनांक /Dated: 02-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-10-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-10-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Coal India Limited
संगठन का नाम/Organisation Name	Eastern Coalfields Limited
कार्यालय का नाम/Office Name	West Bengal
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gmmm.ecl@coalindia.in Buyer Email id: mehul.raj@coalindia.in
वस्तु श्रेणी /Item Category	Handling ,Transport and Other Mining Services - Percentage quote based - Handling & Transport Service
अनुबंध अवधि /Contract Period	7 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	17008785.33
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	212700

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

General Manager
Office of GM, Mugma Area, ECL, Mugma, Dhanbad, Jharkhand Pin- 828204
(Raj Kishore Singh)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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

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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Bid Submission Confirmation Sheet - 1790871312.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1790928811.pdf

Terms and Conditions to be mentioned by Buyer for bidders to participate:1790928820.pdf

Handling ,Transport And Other Mining Services - Percentage Quote Based - Handling & Transport Service (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
SOR Items	Handling & Transport Service
एडऑन /Addon(s)	

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

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

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based (to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Kumar Ram Prawesh Singh	828204,Mugma Area-Eastern Coalfields Limited	1	• Base Value in INR (inclusive of all taxes) : 17008785.33

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

1. **Purchase Preference (Centre)**

   Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. **Purchase Preference (Centre)**

   Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase

preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

3. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   Eastern Coalfields Ltd Area-VIII
   Account No.
   11401176150
   IFSC Code
   SBIN0003968
   Bank Name
   State Bank of India
   Branch address
   Chirkunda
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless

otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SECTION 01 – ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)

1. SCOPE OF BIDDER

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

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

2. ELIGIBLE BIDDERS

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

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

Joint Venture/Consortium details:

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

1. Lead Member (minimum participation share – 50%)
2. Member (minimum participation share – 20%)
3. Member (minimum participation share – 20%)

Joint Venture/Consortium must comply the following requirements:

i. The JV/Consortium must enroll in the name of the Lead Partner on behalf of JV/Consortium for Bid submission on GeM Portal.However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.

ii. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in Additional Terms and Conditions/Bid document. However, the required Working Capital

iii. shall be met by individual members of JV/Consortium as spelt out in the relevant Clause.

iv. The formation of JV/Consortium or change in the JV/Consortium character/ members after submission of the bid is not permitted.

v. The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract.

vi. The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its member individually or as a member in any other JV/Consortium. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

vii. The bid submission must include documentary evidence to the relationship between JV/Consortium members in the form of JV/Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

viii. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members (This is a part of JV/Consortium Agreement Format).

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/Consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium.

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

x. The contract agreement should be signed by each JV/Consortium members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.

xi. The bid should be either physically signed or digitally signed by the bidder or his Authorized representative for submission of Bid.

xii. An entity can be a member in only one JV/Consortium. Bid submitted by JVs/Consortium/Lead Partner, consisting of the common entities as member will be rejected.

xiii. The JV/Consortium agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xiv. The earnest money / bids security can be submitted by the Joint Venture/Consortium or one or more partners of the Joint Venture/Consortium.

xv. The JV/Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

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

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

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

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

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

xix. If a JV/Consortium participated through Lead Partner of JV/Consortium on GeM portal, the provision of EMD Exemption (Considering the Turnover of Lead Partner of JV/Consortium etc.) shall not be applicable for them.

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

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

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

3. ELIGIBILITY CRITERIA OF THE BIDDER

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

a) Bid Submission Confirmation (BSC) Sheet:
Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in *.pdf* format as per instruction provided in the GeM Bid Document under Section “Bid Confirmation Sheet for Technical Evaluation”. The bid submission confirmation sheet provided by buyer in secured*.xls* format.

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

AnyBidnotaccompaniedbya Bid Submission Confirmation Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shallbe considered as nonresponsive and is liable for rejection.

b) EMD/Bid Security:

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

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

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

Name of beneficiary and details	Name	Eastern Coalfields Ltd Area-VIII
	Bank A/C no. of beneficiary	11401176150
	IFSC Code	SBIN0003968
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank Of India
	Branch and Address	Chirkunda

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

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

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

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

ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document. In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC/GeM bid document.

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

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

v) The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any;

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

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

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

vii) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.

viii) Deleted.

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

x) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

[**Note:**
1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption except for JV/Consortium.

2) Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.]

c) **Work Experience**: The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year) put to Tender, in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of works shall mean:

(i) *Loading and / or Transportation / Excavation and / or Transportation of Coal / Overburden / Shale / Extraneous materials / Sand / Ore / Minerals etc. by mechanized means*

Note for Bidders:

i. *For the purpose of Bidder's evaluation of value of executed works of similar nature, it shall be Bidder's responsibility to produce Employer's certificate showing break-up of each executed works in case of composite nature of BoQ items in the Work Order.*

ii. In instances where the submitted work experience falls in a Leap year, the actual quantum of work experience executed during that entire year shall be considered in full for evaluation purposes.

iii. The Work Experience Certificate submitted by the bidder shall be inclusive of GST. In case the submitted Work Experience Certificate is without/exclusive of GST, the value of work experience shall be considered for evaluation on the certified value itself.

"Annualised value" of the work shall be calculated as the "(Estimated value/Period of completion in Days) x 365".

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

[In case of JV/Consortium, Work Experience shall be met collectively by all the members.]

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

I. Start date of the year for which work experience of Bidder is to be considered for eligibility.

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

III. Work Order Number/Agreement Number of each experience

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

V. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or the actual % of share in case of a Joint Venture/Consortium/Partnership firm)

VI. Executed Value of work against each experience

VII. In case the Bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual members of JV/Consortium or

the JV/Consortium itself may be furnished as the work experience of the Bidder.

Technical evaluation by the Tender Committee:

i. The Tender Committee shall calculate the end date by adding 364 days to the start date of experience (provided by Bidder). End date shall not be later than the last date (last day of month previous to the month of in which Bid Document has been published).

ii. The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the Bidder (as calculated by adding 364 days to the start date restricted to the 'last date')

iii. The Tender Committee shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the Bid Document has been published.

iv. The Tender Committee shall calculate the value of all qualifying experiences taken together for each Bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.

v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the Bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).

vi. The weightage of 7% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."

vii. The work experience of the Bidder may be from an ongoing work and the executed value of work shall be considered for evaluation.

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

Supporting Documents to be uploaded online:
For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

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

Note: A Sample Checklist for Work Experience Certificate is as follows:

SAMPLE CHECKLIST OF WORK EXPERIENCE CERITIFICATE
THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. *Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement).*

2. *Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)*

3. *PAN Card No. and GSTIN (as applicable):*

4. *Work Order Ref Number: (Work Order Reference Number should be clearly mentioned).*

5. *Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable).*

6. *Name of Contractor: (In case of a Joint Venture / Consortium, Share of each Joint Venture / Consortium Partner).*

7. *Name & Address of Employer/Work Order Issuing authority of experience.*

8. *Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)] declared in BSC for consideration of eligibility).*

9. *Executed Value of Work: (Should be for the period as declared in BSC)*

NOTE:

a) *For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared in BSC) should be at least 50% of the Annualized value or estimated value whichever is less.*

b) *In case of Joint Venture / Consortium, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.*

d) **Working Capital**: Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the initial scheduled date of opening of tender.

[In case of JV/Consortium, the lead member shall have to possess at least 50% share and all other **individual**members shall have to possess at least 25% share in the Working Capital and the working capital of the individual members of the JV/Consortium will be added together].

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

i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
ii. Date on which the Bidder possesses the required working capital.
iii. Name of the Chartered Accountant (CA).
iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
v. Date of Issue of Certificate.

Technical evaluation by the Tender Committee:

i. The Tender Committee shall check whether the date on which the bidder possesses the required working capital is within 3 months prior to the initial scheduled date of opening of tender.

ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

Note: The proportion of required Working Capital possessed by Lead Member and othermembers shall have to be evaluated offline by the Tender Committee.

Supporting Documents to be uploaded online:

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder through BSC.

Note for Bidders:

The Working Capital Certificate must bear a valid Unique Document Identification Number (UDIN), the UDIN must be generated prior to the end date of bid submission.

Note: A Sample Checklist for Working Capital Certificate is as follows:

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY).

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder in BSC:

1. *Name of Bidder:*

2. *PAN No.:*

3. *Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:*

Sl. No.	***Particulars***	***Value in Rs.***
(1)	***(2)***	***(3)***
1	*Current Asset (CA)*	
2	*Current Liability (CL)*	
3	*Working Capital (1-2)*	
4	*Access to lines of credit and availability of other financial resources*	
5	*Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)*	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less.

4. *Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).*

5. *Name of Chartered Accountant (CA) with Membership No.:*

6. *Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).*

7. *Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.*

NOTE:

1. *Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.*
   ** The net availability of funds is the availability of unutilized fund.*

2. *In case of Joint Venture / Consortium, Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:*

   i. *The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.*

   ii. *All other* **individual** *members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.*

e) **Fleet Requirement**: The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet to deploy matching equipment/tippers/pay loaders as per Bid Documenteither owned or hired.

Fleet Requirement table:

I. Fleet requirement for Nirsha OCP:

Type of Fleet/Equipment	Measureof Capacity	Unitof Capacity	Minimum capacity requiredfor each fleet/equipment	Total Equivalent Capacity required tobedeployed daily for execution of work
TippingTrucks	CarryingCapacity	Te	18	**06**x18= **144**

Information to be furnished in Bid Submission Confirmation Sheet:
Confirmation in the form of Yes/No regarding acceptance to deploy matching equipment/tippers/pay loaders as per Bid Documenteither owned or hired.

f) **PAN Card:** PAN card issued by Income Tax department, Govt. of India (In case of JV/Consortium, PAN card for each Indian partner of JV/Consortium).

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

Supporting Documents to be uploaded online:

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

Note: In case of JV/Consortium, each Indian member of JV/Consortium should possess PAN.

g) **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.

Information to be furnished in Bid Submission Confirmation Sheet:

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

Supporting Documents to be uploaded online:

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

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

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

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

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

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

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

[In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner].

Note: -

1. In case the work/service is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the Bidder status) etc. in the name of the Joint Venture/Consortium after Award of Work/Service at the time of execution of Agreement/ before the payment of first running on account bill.

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

3. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.

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

h) **Legal Status of the Bidder:** The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act/Joint Venture/Consortium.

Information to be furnished in Bid Submission Confirmation Sheet:

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

Supporting Documents to be uploaded online:

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

    i. Scanned copy of JV/Consortium Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner etc.

ii. Board Resolution / Power of attorney (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/Consortium agreement on behalf of them.

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

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

OR

b) Partnership deed containing name of partners.

OR

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

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

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

OR

b. Partnership deed containing name of partners.

OR

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

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

i) Deleted

j) Deleted

k) **Letter of Bid:**

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

l) **Integrity pact (As applicable)**

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

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

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

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

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

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

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

n) **Restrictions on Public Procurement from certain countries:**

The Undertaking of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

o) **Undertaking to be accepted unconditionally for genuineness of information furnished online/through BSC and authenticity of the documents uploadedonline in support of his eligibility**

TheBiddershavetoaccept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online/ through BSC documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the timeofbidsubmission.

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

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

p) **Undertaking regarding relatives as employees of company, Local supplier status of the bidder, CIPP etc.**

Anundertakingistobegivenon Bidder'sletterheadonlineasper the format given in the biddocument.

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

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

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, Local supplier status of the bidder, CIPP etc.

q) 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.

r) Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

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

IntermswiththeabovesaidpolicyClass-IIlocalsuppliersandClass-IIIlocal suppliers shall be eligible tobid.

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 saidorder.

b) 'Class-IIIlocalsupplier'meansasupplierorserviceprovider,whosegoods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under saidorder.

c) 'Non-Local supplier' means a supplier or service provider, whose goods, servicesorworksofferedforprocurement,haslocalcontentlessthan20% as defined under saidorder.

d) '*LocalContent*'meanstheamountofvalueaddedinIndiawhichshallbe the total value of the item procured (excluding net domestic indirect taxes) minusthevalueofimportedcontentintheitem(includingallcustomsduties) as a proportion of the total value, inpercent.

e) 'Margin of Purchase Preference' means the maximum extent to which the pricequotedbyaClass-IIlocalsuppliermaybeabovetheL1forthepurpose of purchase preference. The margin of purchase preference is20%.

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

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

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

(a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification (Annexure – IX) indicating the percentage of local content in the offered items.

(b) If the estimated value of procurement is more than Rs. 10 crores, all the Biddersshallsubmitalongwithitsbidacertificate with UDIN(Annexure – IX A) fromthestatutoryauditor 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 localcontent.

Note for Bidders:

The Annexure-IX(A) must bear a valid Unique Document Identification Number (UDIN), the UDIN must be generated prior to the end date of bid submission.

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

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

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

3.4. **The receiving bids having matching/common IP address** with either Bidder(s)/Seller(s) or Buyer shall be examined to determine 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 for further evaluation and action if necessary under Code of Integrity for Public Procurement shall be taken without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract.

Some **Advisory/Guidelines** useful to avoid same IP address:

a. Avoid using same corporate or public networks like Cyber-café or same computer.

b. Avoid using public IP address.
c. Avoid Use of VPN or proxy server Avoid any other network that may lead to dynamic IP address

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 partner in a Joint Venture/Consortium 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.

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

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

4.2. Deleted

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

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

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

7. CONTENT OF BIDDING DOCUMENTS

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

i) Scope of Work/Bill of Quantities,
ii) Additional Terms & Conditions (Instructions to Bidders),
iii) Service Level Agreement / Conditions of Contract,
iv) GeM GTC as linked in GeM Bid Document,
v) Forms of Securities and form of Article of Agreement,
vi) Pre-contract Integrity Pact (if applicable),
vii) Proforma for e-Mandate,

viii) Guidelines on Debarment of firms from Bidding,
ix) Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1. Pre-bid meeting/Interaction, after publication of Tender may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before of Bid Submission end datewhich can be viewed by all interested Bidders.

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

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

9. CORRIGENDUM TO BID DOCUMENT

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

10. LANGUAGE OF BID

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

11. BID PRICES

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

11.2. The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities / Bid Document. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder.
However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of

submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities.

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

11.4. The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/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 quoted by the Bidder shall be entirely in Indian Rupees.

13. BID VALIDITY

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

13.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified

additional period. The request and the Bidder's responses shall be made in writing through email and / or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

14. BID SECURITY/EARNEST MONEY DEPOSIT:

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

15. SIGNING AND SUBMISSION OF BID:

a. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal (https://gem.gov.in). The registration should be in the name of bidder for Individual,Proprietorship firm, Partnership firm, Company registered under Companies Act. Whereas for participation of Joint Venture / Consortium through GeM portal, the registration of bidder shall be done in the name of the Lead Partner and the submitted documents in the bid against eligibility criteria shall be in the name of Joint Venture / Consortium.

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

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

d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him 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 through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

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

   In case of exemption of EMD / Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per Bid Document or relevant clause of GeM GTC/GeM Bid Document.

f. Deleted

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

h. The information provided by the Bidder through BSC, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC) for evaluation of technical bid.

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

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

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

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, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

ii) Deleted.

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

iv) **Price bid:** The Price bid containing the Bill of Quantity will be Percentage Rate and the Bidder will have to quote for all the tendered items as per Bid Document and the L-1 will be decided on overall quoted value (i.e., Cost to company). The Price-bids of the tenderers will have no condition. The rate to be quoted will be inclusiveof GST and inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

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

16. DEADLINE FOR SUBMISSION OF BIDS

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

16.2. The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations

of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

I. For One Part System-

The penal actions are-

1. the EMD will be forfeited and

2. the Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary.

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

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

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

II. **For Two Part System-**

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders 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 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:

18.1. For One Part System –

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

18.1.2. Deleted

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

18.2. For Two Part System – Opening of Technical Bid –

18.2.1. The Technical bid (Cover-I) will be opened on schedule date as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Opener" as per the GeM functionality.

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

18.2.3. Deleted

18.2.4. Deleted

19. EVALUATION OF TENDER:

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

19.2. **Evaluation of Tender-**

I. For One Part System (For Estimated Cost Value (ECV) put to tender is below Rs. 50 Lakh):

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

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

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

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

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

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

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

G. 'Seeking / Technical' clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of upto 7

days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

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

[Note: The recycling is applicable to Confirmatory Document (Cover) as well as Confirmatory Document (From Bidder Space/My Document)]

II. For Two Part System (For Estimated Cost Value (ECV) put to tender is below Rs. 50 Lakh for Production/ Safety wherever pre-qualification criteria (experience criteria) is taken)

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

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

The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

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

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

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

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

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

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

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

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

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

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

[Note: The recycling is applicable to Confirmatory Document (Cover) as well as Confirmatory Document (From Bidder Space/My Document)]

III. For Two Part System: (Tenders with ECV 50 Lakhs or more)

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

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

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

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

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

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

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

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

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

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

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

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

[Note: The recycling is applicable to Confirmatory Document (Cover) as well as Confirmatory Document (Bidder Space/My Document)]

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

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

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to 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. Verification of MSE status of bidder is mandatory.

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

B. 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. Intheprocurementofworkswhicharenotdivisible,andinprocurementofservicesw herethebidisevaluatedonpricealone,thefollowingprocedures hallbefollowed: -

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

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

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

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

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get

purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

V. Verification of local content:

a) If the estimated value of Procurement is upto 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 debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

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

g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

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

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

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

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the

procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (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.

NOTE:

i. 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.

ii. CIL/Subsidiary *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/ update their procurement projections every year, for the next 5 years on their respective website (**Note:** To be monitored by Project Monitoring Division).

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

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

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

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

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

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

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

iv) L-1 is "Non-MSE non-Class-I local supplier" - purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP -MII Order. For the balance quantity, contract is to be awarded to L-1 bidder.

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

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

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

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

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

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

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

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

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

19.3. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the information furnished through Bid Submission Confirmation Sheet followed bythe scanned documents uploaded by Bidder in support of the information furnished by them in BSC 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. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LOA) to the L-1 Bidder will be issued and the scanned copy of the LOA shall be sent to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

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

(B) If 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. TECHNICAL CLARIFICATION OF BIDS:

Technical clarification shall be restricted to confirmation of submitted document/ information through Bid Submission Confirmation Sheet only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

21. PROCESS TO BE CONFIDENTIAL

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

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Technical Clarification / Confirmatory documents within prescribed time. This will be specifically mentioned in the Bid Document.

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

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

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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.

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

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

23.6. Additional Performance Security (APS)shall be applicable if the bid price(excluding GST) is below 15% of theupdated/justified cost (excluding GST)Finalized by the Procuring Entity as on thebase date i.e. the 10th day prior to the lastdate on which the tenders were stipulated tobe received (including the last date ofsubmission of bid as mentioned in the BidDocument prior to revision, if any). Theamount of such APS shall be the differencebetween 85% of the updated/justified cost(excluding GST) Finalized by theProcuring Entity and quoted price(excluding GST).

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

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

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

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

i) Cancellation of award of work.
ii) Forfeiture of the Earnest Money/Bid Security.
iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
iv) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

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

24. AWARD CRITERIA

Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder 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. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

25.1. Notwithstanding Clause 24, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected

Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

25.2. **(A) Negotiations**

I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

A. Where the procurement is done on nomination basis;

B. Procurement is from single or limited sources;

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

D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

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

III) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

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

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

B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;

C. The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in the relevant Annexure of Bid Document, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;

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

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

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

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

25.3. **Award of work to multiple L1 bidders:**

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

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

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

If bid is submitted by Lead Partner of JV/Consortium, communication of LOA through email to the e-mail Id mentioned in the BSC as well as provided by the GeM Portal. After that, L-1 Bidder will obtain all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium and register on GeM as a new Service Provider (SP). GeM Authority will update the new SP details in demand through back-end which will enable Buyer to create contract on GeM portal with the JV/Consortium.

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

The communication of LOA through email shall be mandatory.

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

26.3. 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 (General Terms & Conditions).

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

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

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

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

27. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts:

A) Performance Security to be submitted at award of work and

B) Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

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

28. Employment of Labour:

28.1. Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for 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.

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

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

29. Legal Jurisdiction

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

30. Downloading bid document

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

ii) Deleted.

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

31. e-Payment

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

32. Change in the Constitution of Contracting Agency.

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

33. Miscellaneous.

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

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

33.3. Throughout the bidding documents, the terms ‘bid’ and “tender” and their derivatives are synonymous.

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

34. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

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

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

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

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

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

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

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

g. A Joint Venture/Consortium where any member of the Joint Venture/Consortium falls under any of the above

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

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

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

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

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

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

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

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

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

Scanned copies of documents as per following table are to be uploaded by all bidders during submission of bid:

Sl. No.	Eligibility Criteria	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished by the bidders against Eligibility Criteria as Confirmatory Document
1.	**BidSubmission Confirmation Sheet**	Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in *.pdf* format under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet provided by buyer in secured.*xls* format.	The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet. AnyBidnotaccompaniedbya Bid Submission Confirmation (BSC) Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shallbe considered as nonresponsive and is liable for rejection. **NOTE:** Upload Bid Submission Confirmation (BSC) Sheet in "**Additional Doc 1 (Requested in ATC)"** section available under 'Documents required from seller' link.
2.	**Bank Mandate**	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Bank Mandate as per format given at Annexure VI. **NOTE:** Upload Bank Mandate in **"Additional Doc 2 (Requested in ATC)"** section available under 'Documents required from seller' link.
3.	**The work experience:**The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.	1. Start date of the year for which work experience of Bidder is to be considered for eligibility. 2. Start date & end date of each qualifying experience (similar nature) 3. Work Order Number/Agreement Number of each experience 4. Name & address of Employer/Work Order Issuing authority of each experience 5. Percentage (%) share of each experience (In case the experience has been	For work experience, Bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee. **NOTE:** Relevant required documents are to be uploaded by the bidder / seller in "**Experience Criteria"** section available under 'Documents required from seller' link.

		earned by the Bidder as a partner in a Joint Venture / Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture / Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%). 6. Executed Value of work against each experience. In case the Bidder is a Joint Venture / Consortium, the work experience of any one, two or three of the individual partners of Joint Venture / Consortium or the Joint Venture / Consortium itself may be furnished as the work experience of the Bidder.	
4.	**The availability of working capital** Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should posses the working capital within three months prior to the date of opening of tender.	**1.** Amount of available working capital inclusive of lines of credit and availability of other financial resources. **2.** Date on which the Bidder possesses the required working capital. **3.** Date of issue of W.C. Certificate by CA. **4.** Name of the Chartered Accountant (CA). **5.** Membership Number of CA who certifies the Bidder's working capital. **6.** In case of Joint Venture / Consortium, the requirement of Working Capital under this clause shall be met as per following proportion:	Certificate of working capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder on-line with UDIN. NOTE: Relevant documents are required to be uploaded by the bidder / seller in **"Certificate (Requested in ATC)"** section available under '*Documents required from seller*' link.

		• The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender. All other**individual** members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.	
5.	**Integrity Pact (As applicable)**	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.
6.	**Code of Integrity for Public Procurement (CIPP)**	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium all partners shall sign at the time of agreement.
7.	**Public Procurement (Preference to Make in India) for "Local supplier".**	Confirmation in the form of Yes/No for possessing the supporting documents	i) If the estimated value of Procurement is less than or equal to Rs.10 crores, the 'Class-I Local Supplier' / 'Class-II Local Supplier' shall indicate the percentage of local content and provide self-certification (Annexure – IX) that the item offered meets the local content requirement for Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. ii) If the estimated value of procurement is more than Rs. 10 crores, the 'Class-I Local Supplier' / 'Class-II Local Supplier' shall submit a certificate (Annexure – IX A) 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. **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.
8.	An Undertaking on their letter head regarding relatives as employees of company, local supplier status of the Bidder etc. as per the format given in Annexure IX.	Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Undertaking as per format given at Annexure IX. **NOTE:** Upload duly filled-in and signed Undertaking against **"Additional Doc 3 (Requested in ATC)"** section available under 'Documents required from seller'
9.	**Fleet requirement**: The Bidder is required to deploy matching equipments/ tippers/ pay loaders as per ATC / Bid Document either owned or hired.	Confirmation in the form of Yes/No as unconditional acceptance in GTE	NIL
10.	**Legal Status of the bidder**	Confirmation in the form of Yes/No for possessing the supporting documents	Any one of the following documents: 1. Affidavit or any other document to prove proprietorship/Individual status of the Bidder. 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of Bidder 4. Board Resolution / Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder. The following documents in respect of Legal Status of a JV/Consortium Bidder shall be uploaded by the JV/Consortium Bidder: i. Scanned copy of JV/Consortium Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner. ii. Board Resolution / Power of attorney (As applicable) of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/ Consortium agreement on behalf of them. iii. The document(s) (any of them as

			applicable) regarding legal status of all the individual partners of JV 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. **NOTE:** Upload Legal Status document in **"Additional Doc 4 (Requested in ATC)"** section available under 'Documents required from seller' link.
11.	**Permanent Account Number (PAN)**	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India *(In case of Joint Venture / Consortium, PAN card for each Indian partner of Joint Venture / Consortium).* **NOTE:** Upload PAN in **"Additional Doc 4 (Requested in ATC)"** section available under 'Documents required from seller' link.
12.	Goods and Services Tax (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	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in ATC/Bid Document with respect to GST status of the Bidder	The following documents depending upon the status w.r.to GST: a) Status: GST registered Bidder under regular scheme: Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR c) Status: GST unregistered Bidder: **Document:** A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India. [In case of Joint Venture / Consortium, Bidder should submit scanned copy of GST status of Lead Partner only]. Note: 1. If turnover of Bidder exceeds exemption / threshold limit, the Bidder must have

			GST registration as per GST Act and rules. **NOTE:** Upload GST registration certificate (as applicable) in **"Additional Doc 4 (Requested in ATC)"** section available under 'Documents required from seller' link.
13.	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 Annexure VII & VIII.	Confirmation in the form of Yes/No for unconditional acceptance in GTE	NIL
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder in BSC/online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

2.0SERVICE LEVEL AGREEMENT / CONDITIONS OF CONTRACT

SECTION 2.1 – GENERAL TERMS & 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 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 Bid Security / Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

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

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

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

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

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

vii. Engineer-In-Charge/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/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.

xi. 'Contract price' shall mean

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

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

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

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

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

Note: Adoption of Contract price/value/amount excluding GST for the purpose of deriving the value of Performance Security and retention money.

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 issue of LOA, by the successful Bidder in any of the form given below:

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

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

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

d. BG in electronic mode (e-BG) generated through NeSL, in the same form as mentioned at (a) ….

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

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

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. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

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

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

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

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

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 No./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 ST U V VV 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).

Provisions of BG in electronic mode (e-BG):

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

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

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

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

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

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

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

i. Cancellation of award of work

ii. Forfeiture of the Earnest Money/Bid Security

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

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

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 a period of "01 year" or "240 days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

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

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

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 (1stpart 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):**

Additional Performance Security (APS) shall be applicable if the bid price **(excluding GST)** is below **15%** of the updated/justified cost **(excluding GST)** Finalized by the **Procuring Entity** as on the base date i.e. the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any). The amount of such APS shall be the difference between 85% of the updated/justified cost **(excluding GST)** Finalized by the Procuring Entity and quoted price **(excluding GST).**

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

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

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

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

i) Cancellation of award of work.
ii) Forfeiture of the Earnest Money/Bid Security.
iii) Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
iv) The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

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

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

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

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

Not less than 30 (thirty) days prior to expiryof an Additional Performance Security, theContractor shall furnish an extended,renewed or replacement AdditionalPerformance Security to the Authority,failing which the Authority shall be entitledto, after giving 5 (five) days' notice to theContractor, draw down the full

remainingvalue of the Additional PerformanceSecurity, and hold the amount as securityfor performance of the Contractor'sobligations under this Agreement.

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

This Additional Performance Security willnot carry any interest and shall be releasedin the following manner:

I. 30% of Additional Performance Security will be released after 60% of the total work is completed.
II. 50% of Additional Performance Security will be released after 80% of the total work is completed.
III. 100% of Additional Performance Security will be released after total work is completed."

5. DEVIATIONS/ VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1. The Company through its Engineer-In-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-In-Charge or his representative on behalf of the Company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2. If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-In-Charge as follows:

a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which

b. the rates shall be derived from the Company's prescribed Schedule of Rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the Contractor is above or below the estimated amount as per the tender documents, failing which

c. the rate shall be derived from Contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the Contractor. The rate to be determined by the Engineer-In-Charge as may be considered reasonable taking into account percentage of profit and overhead not

exceeding fifteen percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-In-Charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The Contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a Revised Work Order for the item/items involved is issued. Such alterations with consent of the Contractor shall need appropriate approval, as below:

a) Additional quantity upto 10% of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

b) However, in exceptional circumstances such as non-finalization of subsequent contract, court case etc, additional quantity beyond 10% and upto 30% of original awarded value may be awarded with the approval of Competent Authority.

However, TAA shall be in accordance with prevalent DoP of CIL/Subsidiary."

5.4. The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-In-Charge.

The validity of the Bank Guarantee, if submitted by the Contractor, in lieu of Performance Security / Security Deposit shall be extended in pursuant to Clause No. 4.3 taking into consideration the period of extension.

5.5. The Company through its Engineer-In-Charge or his representative, on behalf of the Company, shall have power to omit any part of the work for any reason and the Contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-In-Charge. No claim for extra charges/damages shall be made by the Contractor on these grounds.

5.6. In the event of any deviation being ordered which in the opinion of the Contractor changes radically the original scope and nature of the contract, the Contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.

5.7. The re-appropriation/re-allocation of the quantities.

a) Quantity up to 10% of original awarded value may be awarded in exceptional circumstances with the approval of Tender Approving Authority.

b) However, in exceptional circumstances such as non-finalisation of subsequent contract, court case etc, quantity beyond 10% and upto 30% of original awarded value may be done with the approval as per DoP.

However, TAA shall be in accordance with prevalent DoP of CIL/Subsidiary.

5.8. In all cases where the Service Provider has been levied a cumulative penalty of 5 percent of the total contract value, extension beyond the initial Contract period shall not be considered. However, this shall not be applicable for extension granted on account of hindrances.

6. TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the Bid of the contract is concluded, the Engineer-In-Charge and the Contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the Contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance (LOA) or handing over the site of work whichever is later.

However, the date of commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance or handing over the site of work prior to the date as prescribed above.

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

6.1. If the Contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the Company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the Contractor to commence the work, failing which to forfeit Bid Security /Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (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 on Debarment of firms from bidding.

6.2. In the event of the Contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice/ agreed work schedule, penalty as detailed below will be levied.

(I) If the average daily progress of work executed during the calendar month is 80% and more but less than 100% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 10% of the contract value of the short fall quantity in work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

(II) If the average daily progress of work executed during the calendar month is less than 80% but more than or equal to 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of the contract value of the short fall quantity lying in the given range of work shall be deducted at the end of the respective Financial Quarter if the shortfall quantity either in full or part has not been made up within that Financial Quarter.

(III) If the average daily progress of work executed during the calendar month is less than 70% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise), penalty equal to 20% of contract value of the short fall quantity of that month beyond 30% of the stipulated rate indicated in the detailed tender notice/ agreed work schedule (quantity-wise) shall be deducted in the bill of that calendar month itself and shall not be refunded.

(IV) The aggregate of the penalties so levied shall not exceed 10% of the total Contract Value for the entire contracted work.

The Contractor shall be allowed to make up the shortfall as per a (i) & (ii) above within the respective Financial Quarter only.

The penalties so deducted shall not be refunded.

6.3. Deleted

6.4. Extension of date of completion - on happening of any events causing delay as stated here under, the Contractor shall intimate Engineer-In-Charge in writing immediately:

A) abnormally bad weather,

B) serious loss or damage by fire,

C) civil commotion, strikes or lockouts affecting any of the trades employed on the work,

D) delay on the part of the Contractors or tradesmen engaged by the Company not forming part of the contract, holding up further progress of the work,

E) any other causes which, at the sole discretion of the Company is beyond the control of the Contractor.

"Hindrance Register" should be maintained for recording the hindrances.

The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-In-Charge.

Time extension on account of hindrance shall be granted by Area General Manager based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied.

Bank Guarantees, against security, shall be suitably extended, to take care of any extension granted.

6.5. Deleted

6.6. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or both. The extension will have to be by party's agreement, expressed or implied.

The extension of time other than on account of hindrance shall be granted with the approval of Accepting Authority of the tender limited to DoP.

6.7. **Force Majeure (FM) Clause:**Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

(A) The successful Bidder/ Contractor will advise, in the event of his having resort to this Clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.

(B) For delays arising out of Force Majeure, the Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

6.8. Whenever time extension is given to the contractor for reasons for delay solely attributed to the company, Price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in a month by the Engineer-in-Charge / Designated Officer-in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.
In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.

6.9. Without prejudice to any express provision in the Contract, the extension of time shall not exceed the period of hindrance (the period for which the work has been hindered beyond control of Contractor) at same terms and conditions.

6.10. **Concurrent delays -** when two or more events responsible for delay overlap each other. The delays may be attributable to the Procuring Entity or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. The Procuring Entity should see that the concurrent delays do not result in unnecessary extra extension of time.

7. 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.

8. MEASUREMENT AND PAYMENT:

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1. All items of work carried out by the Contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the Company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

8.2. Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor or his authorized representative.

8.3. Before taking measurements of any work, the Engineer-In-Charge or the person deputed by him for the purpose shall intimate the Contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the Contractor objects to any of the measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4. In the event of failure on the part of Contractor to attend or to send his authorized representative to attend the measurement after receiving the intimation, or to

countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-In-Charge or by his authorized representative shall be taken to be the correct measurement of the work done.

8.5. Payment on Account - The Contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-In-Charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6. Payment on account shall be made on the Engineer-In-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the Security Deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7. Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.8. The Company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Contractor are the subject matter of dispute or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of overpayment on demand.

8.9. Amount payable/ repayable for any subsequent change in the Goods and Services Tax (GST) will be made to/ from the Contractors after departmental verification of such changes of tax law issued by statutory authority.

8.10. A Standard Flow chart for payment is as below.

Description	Activities	Timelines	Responsibility	Escalation Matrix
Joint measurement by EIC or his authorised representative and by the contractor or his authorised representative duly recorded in MB/Log book.	1. Interim monthly/fortnightly measurement shall be done by Unit/Mine Surveyor along with representative of Contractor as per the rules of the company and duly recorded in MB/Log book.	03-05 days	Unit/Mine Survey department of concerned project in coordination with HOD of concerned department of respective area / Subsidiary HQ	**Level-1:** If activity not completed within TL: **Area GM** **Level-2:** If activity not completed within 10 days of TL:**D(T), Subsidiary/CIL**

	2. In addition to monthly measurement of OB by Unit/Mine Surveyor, quarterly measurement shall be carried out by team constituted at Area level. 3. Half yearly and yearly measurement to be conducted as per provision of Yellow Book (Revision-2020) 4. Submission of bill by Contractor as per accepted measurement of MB/Logbook. The initial and final joint survey measurement of the works, coal and overburden shall be carried out by Area Authority in association with Head Quarter Survey Team, CMPDIL/ other Subsidiary team and representative of Contractor.			
Forwarding of bills through dak to Finance department (Paying authority as per work order) for processing and payment.	Certified bills from concerned section duly verified in regards to 1) quality, quantity, amount, penalty and deductions as per agreement/ work order etc 2) All necessary approvals, copy of LOA, work	Within 02days fromthe date ofInvoice/Bill.	Survey & Finance department of concerned project in coordination with HOD of concerned department of respective project/Mine.	**Level-1:** If activity not completed within TL:**Area GM** **Level-2:** If activity not completed within 10 days of TL:**D(T), Subsidiary/CIL**

	order, Agreements etc have been enclosed 3) Preparing and signing of Measurement Book by competent authority have been complied as per rules. 4) Necessary reconciliations with the quantity of coal despatched as per weighment of railway/truck receipts. 5) All necessary certificates as per work order/relevant rules are enclosed. 6) Acceptance of BG/Receive of Security deposit (If applicable) 7) Deduction of retention money from the bill. 8) other documents as per order			
Passing ofbills by Expenditure section	Certified bills received for passing for payments to be checked in regards to: - 1) condition of work order, Measurement Book and necessary Certificates.	Within 03workingdays fromreceipt ofbill inFinancedepartment	Expenditure/ Bill passing Section of Finance of concerned Area/HQ in coordination with AFM.	**Level-1:** If activity not completed within TL:**Area GM / GM(F) I/C** **Level-2:** If activity not completed within 10 days of TL – **D(F),**

	2) Security deposit/ performance guarantee hasbeen deposited as per rules. 3) Retention money (as applicable) is deducted. 4) Penalty clause have been verified and action taken 5) Tax compliances and returns have been complied. 6) Other necessary compliances			**Subsidiary/CIL**
Payment by Fund/Cash Section	Bills Received by DAK duly passed for payment to be checked in regards to: - 1) Availability of Funds and action taken. 2)Payment in contractor bank account through RTGS/NEFT	Within 02 days from the receipt of bill by Fund Department	Fund Section of Finance of concernedArea/HQ in coordination with AFM of concerned Area.	**Level-1:** If activity not completed within TL:**Area GM / GM(F) I/C** **Level-2:** If activity not completed within 10 days of TL – **D(F), Subsidiary/CIL**

8.11. **Incentives/ Bonus**

In the event of the Contractor exceeds the required progress in terms of the approved time and progress chart, they shall be entitled for a bonus.

If the progress of work during the financial year is more than the stipulated rate indicated in the approved work schedule (without considering hindrances), the contractor shall be entitled for bonus as under:

If the yearly progress of work executed during the Financial year is 110% or more of the stipulated quantity (in case of composite contracts, the contractor shall achieve 110% or more of the stipulated quantity of coal and OB separately) indicated in the approved work schedule (quantity-wise)(without considering hindrances), the contractor shall be entitled to a bonus equal to 1% (one percent) of the average monthly contract value (excluding GST) for every month in which the contractor has achieved 110% or more of approved work schedule.

The average monthly contract value (excluding GST) for this clause = (awarded contract value in Rs. (excluding GST) X 30 days)/ awarded contract period in days.

For coal transportation contracts, the approved work schedule shall mean the TPD indicated in the Bid Document / Agreement.

However, the payment of bonus shall be subject to the following conditions:

A) The yearly executed quantity considered for bonus calculation shall be finalised after reconciliation with the results of third party measurement or check measurement.

B) Total Bonus so calculated in a contract in its lifetime shall be a maximum of 5 (five) percent of the total contract value.

C) No bonus shall be calculated in case the Contractor fails to achieve 110% or more of the stipulated quantity (in case of composite contracts, the contractor shall achieve110% or more of the stipulated quantity of coal and OB separately) indicated in the approved work schedule (quantity-wise), during the month, irrespective of reasons.

D) Payment of Bonus is also subject to the condition that (i) no penalty has been imposed on the contractor within the Financial year for any shortfall quantity or any other reason and (ii) there are no dues payable by the Contractor to the Company or any Govt. agency (iii) no court/Mediation/conciliation cases exist between the contractor and the Company.

Clause No: 8.11 shall be applicable for tenders whose approved Estimated Cost Value put to tender is not less than Rs.100 crore (including GST).

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

The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract, if the Contractor

A. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-In-Charge, then on the expiry of the period as specified in the notice.

Or

B. fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6 (six) consecutive month or for cumulative period of 6 (six) months within any continuous period of 18 (eighteen) months, save and except to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of Company, not occurring due to any default of the Contractor.

Or

C. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-In-Charge, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing.

Or

D. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Company, then on the expiry of the period as may be specified by the Engineer-In-Charge in a notice in writing.

Or

E. shall offer or give or agree to give any person in the service of the Company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the Company.

Or

F. obtains a contract with the Company as a result of ring tendering or other non-bonafide method of competitive Bidding.

Or

G. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-In-Charge.

The Engineer-In-Charge may give a written notice; cancel/terminate the whole contract or portion of it in defaultand debar the contractor for minimum one year from participating in future bidding.

Further, when subsidiary decides to cancel the contract in full as per (a) & (b) above, it shall be dealt as per guidelines for Special Purpose Limited Tender (SPLT) till new tender is awarded.

The approving authority shall be TAA or CMD, if originally awarded by CFDs/CMD or Board.

9.1. The contract shall stand terminated under the following circumstances:

A. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

B. In the case of the Contractor being a Company, its affairs are under liquidation either by a resolution passed by the Company or by an order of Court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the Company, if any.

C. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

D. on the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

9.2. On full termination of the contract or on full cancellation of the contract, the Engineer-in-charge shall have powers:

A. To take possession of the site and carry out balance work through any other agency.

B. To give the contractor or his representative of the work, 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

C. After giving notice to the Contractor to measure up the work of the Contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another Contractor or take up departmentally, to complete the work. The Contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

In such an event, the Contractor shall be liable for loss/damage suffered by the employer because of action under this Clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

I) Forfeiture of Security Deposit comprising of Performance Security and Retention Money and Additional Performance Security, if any, at disposal of the employer.

Or

II) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates, when notice in writing for termination of work was issued to the Contractor.

It is being clarified that the above liability is over and above the penalties payable by the Contractor on account of shortfall in quantities as per provision of Clause 6.

The amount to be recovered from the Contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the Contractor on any account or under any other contract and in the event of any shortfall, the Contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Company shall not however arise in the case of termination of the contract for death/demise of the Contractor as stated in 9.1(d).

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

9.3. **Suspension of work -** The Company shall have power to suspend the progress of the work any part thereof and the Engineer-In-Charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Company equal to the period of such suspension.

9.4. **Foreclosure of contract in full or in part** - If at any time after acceptance of the tender, the Company may decide to abandon or reduce the scope of the work in following circumstances:

A) A drop-in requirement consequent upon change in geo-mining conditions not allowing Company/ Management to proceed further being detrimental to the interest of Company.

B) Continuation of work may endanger safety and security of men and property of the Company.

C) Causative events like land acquisition problems/problem of shifting of villagers etc.

In this case the, Engineer-In-Charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work, the Company shall be liable to pay the Contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.

The Contractor shall, if required by the Engineer-In-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-In-Charge to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

However, the penalty on account of shortfall quantity as per Clause 6.2 will be levied on the Contractor.

10. DELETED

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. RESPONSIBILITIES OF THE CONTRACTOR

i. The Company reserve the right to let other Contractors in connection with the project and the Contractor/Contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii. The Contractor/Contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the Contractor/Contractors to remove from the work site any men of the Contractor/Contractors who in his opinion is undesirable and the Contractor/Contractors will have to remove him within three hours of such orders.

iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the Company against any claim on this account.

The Contractor/Contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The Contractor/Contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

iv. The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The Contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the Contractor's/Contractors' tendered rates.

vi. The Contractor/Contractors shall furnish to the Engineer-in-charge or his authorized representative with work reports from time to time regarding the Contractor/Contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

vii. All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by bidder or by company under reverse change mechanism shall be dealt as per GST Act.

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

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

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

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

viii. The Company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix. The Contractor/Contractors shall make his/their own arrangement for all equipment, dumpers, materials, consumables (excluding explosives to be issued free of cost), tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses

and any other charges for the completion of the work to the entire satisfaction of the Company.

The Contractor shall at his own cost arrange maintenance/repair of all equipment required/deployed for the work. The Company shall have no liability whatsoever on this account.

x. No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

xi. Provision Related to Employment of Labour, Payment of wages and Provident Fund Deduction.

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

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

The Contractor/Contractors shall not pay less than the wages fixed (notified and prevalent during execution of the bid for mining activities as per policy decision of the Company/CIL valid from time to time) in respect of his employees of different categories.

Note: However, if the basic rate of wages of labour as fixed by CIL 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.

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

The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. The Contractor shall regularly deposit the contribution in accordance with such scheme. The Company shall have no liability whatsoever in this regard.

Performance Linked Incentive (PLI) Scheme for Contractor Workers engaged in mining activities with following conditions for payment to eligible contractors' workers engaged in mining activities before Diwali festival every year. (Ref. Office Order No. CIL/C-5B/JBCCI/HPC/Exgratia/275, Dated: 26.10.2024)

a.The contractor shall be bound to pay to their workers engaged in mining activities as defined under Section 2 (h), (j) & (k) of the Mines Act, 1952 in respect of every accounting year a minimum bonus (as modified from time to time in the Payment of Bonus Act or applicable statute) **or "Performance Linked Incentive (PLI) for Contractor Workers"** in lieu thereof which shall be 8.33 per cent of the salary or wage earned by the worker during the accounting year irrespective of whether they are covered under Payment of Bonus Act, 1965 or not"

b.In order to become eligible for above Performance Linked Incentive (PLI), the contractors' workers engaged in mining activities must have worked for minimum 30 days in the relevant Accounting Year.

c.A Contractor Worker engaged in mining activities shall be disqualified from receiving Performance Linked Incentive (PLI), if he is indulged in—
i. fraud; or
ii. riotous or violent behavior; or
iii. theft, misappropriation or sabotage of any property belonging to CIL or its Subsidiaries.

d.The above payment of Performance Linked Incentive (PLI) for contractors' workers engaged in mining activities would be on pro-rata of attendance.

Payment of statutory bonus / Performance Linked Incentive (PLI) to contractors' workers engaged in non-mining activities:
"The contractor shall pay to its workers engaged in non-mining activities, in respect of every accounting year, the statutory bonus as admissible under the extant law governing payment of bonus, as amended from time to time, or, where such workers are not covered under the said provisions due to wages exceeding the prescribed ceiling (presently 21,000 per month, or as revised from time to time), a Performance Linked Incentive (PLI) at the rate of 8.33% of the salary or wages earned during the relevant accounting year, strictly in accordance with other terms, conditions, eligibility criteria and modalities as may be prescribed under the extant law governing payment of bonus."

Note: The payment under above Performance Linked Incentive Scheme (PLI) shall continue to be made till further orders in this regard.

The Contractor shall arrange treatment facilities to Contractor's workers. However, treatment facilities, as available at Company's hospital and dispensary shall be provided to Contractors' workers, in case Contractor wants to avail it. The treatment facility at Company's Hospitals / Dispensary shall be free of cost, but to the extent of available medicines, pathological examination and other surgical treatment. Such facilities shall not be applicable to worker's spouse or dependent.

The Contractor should issue Identity Card to the workmen deployed by them with photograph duly attested by him which the employee shall always carry with him while on work and produce for Inspection whenever required.

The Contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority / Municipality /State Govt./ Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workermen's Compensation Act,

Labour Laws, Insurance etc. and shall be fully responsible and liable for the due observance of the same. The Company shall have no responsibility / liability whatsoever on these accounts. The Contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

The Contractor shall make timely payment of all salary /wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulation, Orders applicable to the work e.g bonus under Coal Mines Bonus Scheme and Payment of Bonus Act, Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

The Contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in- charge of the project.

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

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the Contractors or by any act of omission/ commission on the part of the Contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the Company shall be recovered from the Contractor along with the costs and expenses incurred by the Company on the same.

xii. All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.

xiii. **Insurance -** The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any:

a. The Contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b. The Contractor shall pay directly the ex-gratia amount of [***Rs 25 lakhs*** *or such other amount as decided by the Company from time to time*] to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged in mining activities to assure such payment of ***Rs 25 lakhs**** in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor.

If the Contractor fails to disburse the special Relief / Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and / or other subsidiaries /CIL.

c. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-Contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted rate.

d. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.
The Contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

xiv. **ACCOMMODATION, SITE OFFICE, ELECTRICITY, WATER ETC.**

a. ThesuccessfulBiddershallarrange accommodation, security, etc. of its own for its workmen. However, Company mayprovide accommodation, if available, on chargeablebasisplus GST, as applicable,onrequestmadeinwriting by theContractor.

b. OntherequestoftheContractorand subject to availability &merit of the case,theEngineer-in-Chargemayallot land at its own discretion and convenience.The land, ifprovided, shallpurelybeonlicensingagreement against a nominal charge of Rs. 1 (One) per sq.mt. per year (or part thereof)excludingGSTorsuchhigher charge as decided by the respective companyexcludingGST.TheGST,as applicable, shall be levied on the above.Theland,if provided,shallbe usedonlyforthepurposesmentioned in point no.(i) to(vi) below:

i.ConstructionofContractor'ssite office;

ii.ConstructionofGodowns;

iii.ConstructionofWorkshop;

iv. Construction of Assembly yard near the site.

v. Establishing Diesel Dispensing Unit(s),subjecttotheContractor obtaining all statutory approvals/ licenseandensuring compliance of all applicable provisions for establishing the same. Diesel Dispensing Units wiII be used by the

Contractor only for its own use for the contracts awarded by the Company in thesame project in which corresponding contractis awarded, until and unless otherwise approved by the Engineer-in-Charge.

vi. *Settinguplabourcampatsuitable and safe zone/ location as mutuallyagreedbyEngineer-in-Charge and Contractor.*

The Contractor shall construct only temporary/semi-permanentstructures andmaintainallstructuresconstructed on the permitted land at itsowncost andinaccordancewiththepermission grantedbytheEngineer-in-Chargeto the Contractor. All these structures shall be well ventilated, lighted and provided with water, electricity and sanitaryarrangementasperthe approvaloftheEngineer-in-Charge.The residential areas of the contractor'semployeesandworkmen shall be kept clean and neat to the satisfactionoftheEngineer-in-Charge. Waste Management shallbe done as perapplicablelawsbytheContractor at itsown cost.

Permission for use of land, as mentioned in points(i) to(vi)above, shall not confer any rights to the Contractor over the land.

TheContractorshallbeliabletoobtain layout and construction permissions from local bodies i.e., Gram Panchayats, Municipalities & Municipal Corporations etc.fortheir campoffices,siteoffices,labourcamp, etc.ifapplicable, at itsown cost.

Property tax, govt. dues, etc. for the above-mentioned arrangements shall be payable by theContractorand the relevant bills/ receipts shall be submitted to the Engineer-in-Charge for verification. In case the above taxes/duesarepaidbytheCompany,it shall be recovered from

a. *on-account running bills on actual basis.*

OR

b. *from any dues payable to the contractor.*

OR

c. *from encashment of bank guarantee or fixed deposit obtained from the Contractor.*

of the existing contract or any other contractoftheContractorinCIL&its Subsidiary,tilltheContractorvacates &handoversthepermittedlandtothe Company.

The Contractor shall be solely responsibleforensuringcomplianceof all applicable laws, rules and regulations;and the Company shall bearnoresponsibilityorliabilityinthis regard. The Contractor shall fully indemnify the Company against any claims, disputes, references, awards, etc.,arisingfromanynon-compliance. The Contractor shall not use the permitted land forany purposeother than that specified for in the permission.

In case the Contractor requires any landinadditiontowhathasbeenmade available to it by the Company, the Contractorshallmakearrangementfor the same at its own cost.

Removal / transfer of constructions/ buildings and related ancillary installation fromthe permitted land:

A. *During theexecutionofwork, if required, the Engineer-in-ChargeShallissueinstructions in writing to remove all/part constructions/buildings*

and related ancillary installation fromthepermittedlandwithin threemonths,orearlierdateas required,fromtheissuanceof instruction by the EIC, and makegood, tothesatisfaction ofEngineer-in-Charge,allthe damagessustained.

B. Immediately on completion/termination (full/partial) of the work, the Engineer-in-Chargeshall instruct the contractor to remove constructions/ buildingsandrelatedancillaryinstallationfromthepermitted landwithinthreemonths,or earlier date as required, from the issuance of instruction by theEiC,and makegood,tothesatisfaction of Engineer-in-Charge, all the damages sustained.

However, the Engineer-in-Charge may, at his/her discretion,permittheuseofthe existing infrastructure by any other HoE contractor of the sameminetowhomtheextant clause of land on licensing agreement applies.

Inthiscase,theContractorwho has been permitted the useof the existing infrastructure, shall besolelyresponsiblefor ensuring compliance of all applicable laws, rules and regulations;andtheCompany shall bear no responsibilityor liability in this regard. The Contractor shall fully indemnify the Company against any claims, disputes, references,awards,etc.,arising from any non-compliance.

Note:*In the event, the Engineer-in-Chargehasinstructed totheContractor to removeall/part constructions/buildings and related ancillary installation from the permittedlandandthecontractorfails todosowithinthreemonths,orearlier dateasrequired,fromtheissuanceof instruction by the EIC, the contract shall not be closed and the Security Depositshallnot bereleasedtillfinal removal of the same.*

Apartfromthis,Engineer-In-Charge will haveright togetitremoved and thecostincurredforsuchremovalshall be recovered from:

a. on-account running bills on actual basis

OR

b. from any dues payable to the contractor

OR

c. from encashment of bank guarantee or fixed deposit obtainedfrom theContractor

of the existing contract or any other contractoftheContractorinCIL&its Subsidiary.

Anydeviationfromtheaboveshallbe consideredasabreachofcontractand shallbedealt with accordingly.

c. It will be the responsibility of the Contractor,towhom theworkwould be allotted, for making other arrangements at its own cost.

d. Company may provide electric power-tothecontractor,forthework and for labour camp at convenient pointswith following conditions:

i. The ContractorshallarrangeAt its owncostnecessarycabling/wiring, switchboard,switchgearetc.and shall be responsible for the safe maintenance.

ii. Distributionarrangement shall be done by theContractorat itsown cost as perapproved layout by Engineer-in-Charge. Distribution arrangement shall be shifted and rerouted atContractor's costduringexecutionofwork.ifthesameis requiredforcontinuationofwork orfor any unforeseen reason.

iii. Thecompanyshallberesponsible for providing and installing meteringdevicesforrecording energyconsumption,as well as ensuring their calibration in accordancewithindustrypractices orasdirectedbythe Engineer-in-

Charge.If any metering device is damaged due to the Contractor's fault, a new device shall be procuredbythecompany,andthe cost of the device shall be recovered from the contractor. Tariffwill bedeductedatthe rate which the Company is currently paying withoutany markup(such asadministrative,departmental,or handling charges etc.). No extra payment will be made and no extension of time period will be allowed on account of power failure or delay in providing of powerorduetonon-availabilityof suchfacilitynear thesite.No idle wageswillalsobeallowedonthis ground.

iv. *Immediatelyoncompletionofthe work,theContractorshallremove such distribution system and all installationsandmakegood,tothe satisfactionofEngineer-in-Charge,allthedamagessustained.*
v. *The Contractor shall employ certified and licensed electrician forcarrying out the above work.*

e. *TheContractorshallmake itsown arrangementforwaterrequiredforthe work.Minewater, ifavailable,maybe utilizedforthispurposeandshallbe providedfreeofcost.Arrangementof pumpinganddistributionofwaterfor useinitsworkshall beresponsibility of the Contractor. Drinking water, if available,willbeprovidedfreeofcost by Company at one point and its distributiontorequiredplaceswillbe the responsibility of theContractor. The Company doesn't guarantee uninterrupted supplyofwater.Itwill be incumbent upon theContractorto make alternative arrangement for drinking water at its own cost.*

[Note: A separate tax invoice shall be issued by the Company for recovery of charges towards allotment of accommodation and/or land under a licensing agreement, if provided.]

13. Dispute Resolution

Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.

All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in- charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a “Dispute”.

The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

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

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

14. Settlement of Disputes with the Contractor

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

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to:
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM

For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge:	HOD(concerneddepartment), Subsidiary HQ
For works executed at / through HQ level where HOD(concerned department) is not Engineer-in- charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD(concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

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

a) Adjudication
b) Mediation

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

Adjudication

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

NOTE:

If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either

party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

Mediation

(i) Any party may invoke Mediation by submitting **"Notice of Mediation"** to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

(ii) The Mediation Act and a Mediation Agreement: The Mediation shall be conducted as per The Mediation Act 2023.

(iii) Guidelines for Mediation: Department of Expenditure, Ministry of Finance has issuedguideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:

1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
   i. A retired judge.
   ii. A retired high-ranking officer and/ or technical expert.

2. In cases where a HLC is constituted, the Company may either
   i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
   ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
   iii. use the HLC itself as the mediator.

3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.

4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent authority.

5. Disputes where the methods outlined above are unsuccessful should be

adjudicated by the courts.

(iv) <u>Appointment of Mediator(s):</u>

1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
2. Within 30 days of receipt of the "Notice of Mediation", the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
3. If parties do not agree on the mediator, they can approach a mediation service provider ("MSP", recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.

(v) <u>Venue:</u> Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) <u>The Process:</u>

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
3. **Confidentiality:** Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely:—
   i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
   ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
   iii. documents prepared solely for the conduct of mediation or in relation thereto;

iv. any other mediation communication.
v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.

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

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

(viii) Mediated Settlement Agreement (MSA):

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

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

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.

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

15. E-WAY BILL:

The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

16. In the event of recovery of any claim towards LD Charges, penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered excludingGST (if applicable) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

17. CLOSURE OF CONTRACT:
The closure of contract shall be done within a period of 150 days after completion of the work.

18. GRIEVANCE REDRESSAL:

In case of any grievance on shortfall penalty, the Contractor may appeal to the Director (Technical) of the Subsidiary Company. Director (Technical) and Director (Finance) shall jointly dispose off the appeal within 15 days by passing suitable order based on the merit of the case. No further committee shall be constituted for redressal of such grievance.

SECTION 2.2 – SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT

1. The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ payloaders/ equipment, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ payloaders/ equipment shall be deployed for the work without the approval of the Project Officer/ General Manager.

1.1 The Tipping trucks loaded with coal should be covered by tarpaulin during transportation.

2. The tippers/ trucks/ payloaders/ equipment, deployed in any other project of the Company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the Company. Similarly, the tipping trucks/trucks/ payloders/ equipment deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.

3.1 The contractor shall deploy adequate number of tipping trucks/ equipment for the satisfactory execution of the work.

3.2 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.

3.3 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The Company shall have the right to inspect or arrange inspection of the vehicles/ equipment deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.4 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

3.5 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipment deployed for the work.

In no case any un-authorised driving of the tipping trucks or operation of payloaders/ equipment shall be permitted by the contractor.

3.6 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.7 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

4. No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5. The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipment/ men and materials required for the work at his own cost.

6. Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7. The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8. The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipment/ employees for want of coal or non-availability of departmental equipment, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

9.

9.1 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipment required/ deployed for the work. The Company shall have no liability whatsoever on this account.

9.2 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the Company, may at the sole discretion of the Company, be issued to him with the approval of the General Manager but value of the same along with the handling/ departmental charges as per the then prevailing rules of the Company shall be charged from him or recovered from his bills/ security deposit.

10 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

11 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipment in transit or while engaged in the work.

12 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable

for due observance of the same. The Company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

13 If the Company suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the Company in this regard shall be final and binding on the contractor.

14

14.1 Where wagons are being weighed at the loading end, payment for coal/middling's transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payloader (s), picking, breaking and wagon loading by Contractor's payloader (s), shall be made on the basis of the RR weight of coal/middling's dispatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

14.2

(i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.1 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.1 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

14.3. In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.1/14.2 above and payment shall be made to the contractor (s) accordingly.

14.4. In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.1/14.2 & 14.3 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.5. In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.1/14.2 & 14.3 above.

15. In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.1, 14.2 & 14.3 above.

16. In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

    In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17. In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

18. In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted as under:

    a. For the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal.

    b. For the variation in quantity exceeding 2% (two percent) double the then prevailing rate.

    The aforesaid deduction/recovery shall be made including all royalty, cess etc. from the running on A/c bill and/or security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

19. No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of dispatching coal to consumers.

20. If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

21. In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22. Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

23.

23.1.

(i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.2.

(i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

24. The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year ± 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against Company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

25. In case a contractor falls to deploy adequate number of payloaders, the Company may, without any reference to the contractor, deploy its own payloader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

26.

1. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
2. The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

27. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

28.

28.1. The contractor shall pay to his employees' salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.

28.2. Deleted

28.3. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

29.

29.1. The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

29.2. The contractor shall also comply with the provisions of the CMPF / EPF and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

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

31. The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

32. In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipment of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the Company shall be recovered from the contractor along with the costs and expenses incurred by the Company on the same.

33. The contractor shall provide foot-wears, helmets and other protective equipment, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipment, the Company may provide the same to the employees at the cost of the contractor.

34. **Payment of Price Variation:** if the price of diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below (for the relevant period) and the amount of the contract shall accordingly be varied, subject to the condition that such compensation/ recoveries for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further. However, during the extended period (beyond the stipulated period) of work due to fault on the part of contractor, recoveries shall be effected as per applicable price variation clause.

Such compensation/recoveries for variation in the prices when due shall be worked out based on the following provisions:

34.1 Compensation for price variation on the account of diesel will be paid/ recovered.

34.2 The base date shall be the 10th day prior to the last date on which the tenders were stipulated to be received (including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any) for working out such price variation.

The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding) in which the tender was accepted and thereafter at monthly interval.

34.3 Benchmarking of price variation on account of diesel will be done on the basis of price of the diesel of the retail outlet of IOC/BP (PSUs), nearest to the worksite and the price variation will be admissible on simple average of diesel rate (nearest to the worksite) of the period considered for price variation.

A. **FOR COAL:**

(i) Tipper

Formula for calculating Diesel price variation of different combination of lead slabs is as under:

VF = DR/7.64 (For a lead of 0-1 km)

VF = DR/11.24 (For a lead of 1-2 km)

VF = DR/14.38 (For a lead of 2-3 km)

VF = DR/17.06 (For a lead of 3-4 km)

VF = DR/19.28 (For a lead of 4-5 km)

VF = DR/21.04 (For a lead of 5-6 km)

VF = DR/22.34 (For a lead of 6-7 km)

VF = DR/23.18 (For a lead of 7-8 km)

VF = DR/23.56 (For a lead of more than 8 km)

Where

VF = Diesel price variation in Rs. per Te

D = one-way Lead in km,

R = Variation in the price of Diesel from base price in Rs./litre,

Note: 1-2 means 1< lead$\leq$2

The above formulae will be applicable for tippers of all capacity

(ii) Pay Loader (for loading of coal)

Diesel price variation VF=0.066XR

Note: Unit of Diesel price variation (VF) shall be Rs/Te for all formulae mentioned above under clause (A) – COAL.

35. Modalities for implementation of Vehicle tracking System (VTS)

I. GPS devices are to be obtained (on rental basis) by the awardee from existing VTS service provider of ECL and to be fitted in each coal carrying trucks before deployment for the work awarded to them, so that tracking, through the existing VTS portal, can be made. The monthly rent for GPS devices (as applicable) shall be recovered from transporters' bill and paid by ECL to the VTS Service provider. The current rent per GPS device per month is Rs. *487.33/-* (Excl. GST) as per existing VTS contract.

II. No coal transporting trucks shall be allowed for deployment without pre–fitted and activated GPS device.

III. With all Coal transporter Bills raised, a certificate (along with the report generated for the period of billing from VTS portal) from Nodal Officer (VTS), Area Security department, regarding availability of coal trucks in the VTS portal in active device-status during the bill period, shall be attached.

IV. The trucks deployed for Coal transportation fitted with inactive / damaged GPS device shall be treated as "truck out of Order" and accordingly will not be allowed for plying for those days in respect of these trucks with inactive / damaged GPS devices.

V. If GPS device fitted in Coal transporter truck remains inactive for more than two months, it will be presumed as "LOSS of device" and in such cases, cost of the GPS devices (As applicable).

SECTION 2.3 – VOCATIONAL TRAINING AND SAFETY REQUIREMENTS

A. VOCATIONALTRAINING

1. OBLIGATIONONTHEPARTOFCONTRACTOR.
   i) Contractor shall ensure Initial and Refresher Vocational Training to his employees and supervisors as per Vocational Training Rule 1966 (read with any amendments) at the Company's training centre. Training shall be imparted to all workers, well in advance, before deployment in the mines. Trainees completing the training successfully shall be issued Training Certificate/Card. Trainees shall be entitled to receive stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable for the period of training concerned.

   ii) The Contractor shall pay stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever is applicable to the entitled trainees as per Vocational Training Rule 1966 for the entire period of training through Bank within 30 days of completion of training. In case of failure to pay stipend,theemployershallpaythesametotraineeswhocompletetraining successfully.Paymentsomade,shallbe recovered from thebilloftheContractor.

   iii) The cost of stipend as per Mines Vocational Training Rules, 1966 (and its amendment from time to time) and /or other applicable minimum wages/remuneration whichever applicable to impart Vocational Training, shall be borne by the Contractor.

   iv) Contractor shall receive training card/ certificate for trained persons,from the employer's training centre. The Contractor shall maintainrecord of such trained persons with copy of certificate. A copy ofcertificate shall be submitted to the Engineer-In-Charge. Only trained personsshall be deployedforthe contractedwork.

   v) The contractor at their own cost, shall arrange training for all their operators and technicians through effective Simulators and 3D virtual Reality Systems before their actual deployment in the job and such training shall also be imparted at regular intervals as per Vocational Training Rules (and its amendment from time to time) to maintain their safety-oriented skills.

   vi) The Contractor shall ensure that only trained and skilled persons are deployed at work site during the contract period.

2. OBLIGATIONONTHEPARTOFEMPLOYER

   Theemployershallarrangevocationaltrainingattheemployer's trainingCentre asmayberequiredinconformationwithV.T.Ruleand thenatureofwork.Certificatetoworkers,completingtrainingsuccessfullyshallbeissued.Recordof suchtraineeswiththeirphotographshallbemaintained.

B. SAFETYREQUIREMENTS

1.
   i) The Contractor shall comply with provisions of this agreement and shall be responsible to carry out all the jobs & activities related to this contract strictly as per

the provisions of all applicable statutes including Mines Act 1952, Coal Mines Regulation 2017, Mines Rules 1955 and related amendment thereof issued from time to time and conform to Standard Industry Practice for securing the safety of mines, equipment and individual within and about the site of operation/activities of the contract.

The Contractor shall through its Board of Directors/Partners shall nominate either himself or a person(s) who shall be responsible as per applicable statutes including Mines Act 1952 and Coal Mines Regulation 2017, for the management, control, supervision or direction of all the jobs & operation/activities assigned in this contract as above. Prior to start of the job of this contract, the contractor shall submit this nomination documents to the Engineer- In-charge, who shall arrange for submission of notice in prescribed format(s) to Regulatory Authorities or appropriate Government Authorities.

ii) The Contractor shalldevelop, implement and administer a surveillance, safety and healthprogramme for providing a safe environment on and about the mine / site. Contractor shall provide relevant workplace safety andhealthhazardsawarenessandtrainingtohisworkerspriortocommencingandaswork progresses.Suchsafety&healthmeasuresshall be implemented by the contractor during entire contract periodorextendedperiod.

iii) Safetyrequirementincludemeasuresassociatedwith safemovement,safetymanagement,safetyequipment,firesafety,enforcementandemergencyresponse.

iv) The contractor shall at alltimes be responsible for observance of safety procedure by its employeesandagents.

v) The Contractor shall comply with the instructions issued by appropriateGovernment AuthorityanddirectionsofEmployer.

vi) “All cost or expenses arising out of or relating to compliance of safety requirement & up-skilling of his employees shall be borne by the Contractor.”

vii) Contractor shall submit list of persons deployed for the work to Mine Management and Engineer-in-Charge and Mines Manager. No person shall be deployed for the work without knowledge of the Mine Manager.

viii) All employees deployed for the work shall undergo Initial MedicalExamination - IME and Periodical Medical Examination - PME asper statute and the record of the same shall be maintained by thecontractor andcopy of the same shall be provided by the contractor to the office of the Mine Manager for record keeping.

ix) Contractor shall issue “Identity Card” with photograph duly attestedmentioning Name of Contractor, Name of employee, Designation,DOB,DateofIME/PME,VTCandperiodofvalidityetc.toeachofhis employees. The contractor shall ensurethathisemployeesshallcarryoriginalidentitycard,whileonworkandproduceforinspectionwheneverrequired.Contractor shall maintain Form ‘A’ of his employees and a softcopyshallbesubmittedtotheEngineer-In-Charge.Dailyattendance of contractor employees shall be marked in Form ‘D’ forINandOUT.

x) Contractor shall establisheffectiveongoingcommunicationandco-ordination between

appropriate levels of supervisors, officialsand senior officials of the mine prior to commencing work, whichshallincludeprovisionsforidentifyinghazardsandthemeasures to eliminate and control risks related to the assigned work & thesite.

xi) Safetyrequirement and safe work practices shallbeexercisedroundtheclock.Incaseofnon-compliance of safety requirements and safe work practices or any specific instruction given in writing bytheEngineer-In-Charge,theoperationmaybesuspendedtill suchnon-complianceisrectified.Incaseofrepeatedviolationofsafetyrequirements, serious in nature, the Engineer-In-Charge shall haverightto suspendthework.

xii) Safe Operating Procedure (SOP)/Code of Practice (COP)/traffic rulefor the work shall be prepared by the contractor and after the approval oftheMinesManager,theseshallbedisplayedinworkingplace/importantplaces inlanguagesunderstoodbytheemployees and these shall also be handed over to concernedemployeesbythecontractorunder properrecord.Copy of SOP and site-specific Code of Practice shall be given tothe EIC/Authorized Representative. Contractor shall deploy qualifiedand competent persons to ensure proper management and supervisionontheworkasper statuteandSOP.

xiii) Contractor shall ensure that the installation, running and maintenance, in safe working order, of all machinery in the mine deployed by him shall be under the charge of competent persons in each working shift, in accordance with Coal Mines Regulation, 2017 and its amendment thereof. All these competent persons shall also be authorized by the mine manager.

All these competent persons shall be trained by the contractor.

Competency of the Operators and Drivers of HEMM and machinery shall be evaluated by an Evaluation Board constituted by the Mine management in accordance with Coal Mines Regulation 2017 and its amendment thereof before their actual deployment in the mine. Such evaluation shall be done through a specified SOP.

xiv) Contractor shall ensure that the competent persons authorizedbyMine Manager are deployed as in-charge(s)ofhismachines,vehicles,equipment,HEMMsetc., and shall ensure that beforecommencingworktheseareinproper & safe working order. In respect of electrical machinery,machine-parts,plant,work-shopetc.,such competentperson shallbeanengineerorelectricianholdingqualificationsasspecified in Central Electricity Authority (Measure relating toSafety and Electric Supply) Regulation, 2010 and amendmentsthereof.These authorized competent person(s) shall record the result of such checking &examinationinboundpagedbook(s)keptforthepurpose,whichshallbeverifiedbytheauthorizedrepresentative(s)ofEngineer-In-Chargeofthis contract.

xv) Contractorshall ensure GroupInsurance forall employees for aminimumcoverageof***Rs.25Lakhs*** or any amount revised from time to time.

xvi) Contractor shall ensure that working hours for his employees comply withrelevant sectionsofMinesAct 1952 amended from time to time andamendments thereof.

Contractorshallensurethearrangementsforreportingwork related injuries and diseases, ill health and incidents among

hisworkerswhileperformingworkinthemine.Contractorshallsubmit listofallaccidentsandanalysisthereof.

xvii) Contractor's workers shall not remain unattended in the mine and or working face. Breakdown of machinery in mine shall be attended by competent supervisor of the contractor.

2. Safetyrequirementforequipment,vehiclesandmachinery:

i) All equipment shall be provided with adequate safety features as per relevant statutes and instructions thereunder communicated from time to time. The operator's seat should be ergonomically designed. Operator'scabin shall be air-conditioned and substantially strong to protect operatorfromdust,heatandnoise and flying object protection.Contractorshallensurethatallequipmentand vehicles deployed by him shall have Audio Visual Alarm (AVA), rearview camera, proximity detection and warning device, additional warning system foroperator'sfatigue,rearvisionsystem,efficientbrakes,turbocharger guard,frontandrearlight,speedretarder, Semi/AFDSS, Seat belt & its reminder system, Dump body Stabilizers, Auto Dipping, Cabin guard extension etc.toconformtothe relevant statute.

ii) Contractorshalldeployonlythoseequipment,HEMM,trucks,tippers,vans and vehicles etc. in the mine which are designed so as to afford the respective operator a clear and uninterrupted vision all aroundwhilein operation.

iii) Contractor shall ensure that all these machineries which are used in mine shallbefittedwithsuchsafetyfeaturesordevicesasstipulatedintheGazettenotificationno. G.S.R.987(E)issuedondated01.10.2018, its amendments and related DGMS Circulars issued from time to time. Contractor shall also ensure that the fitment of safety features with minimum design requirements as mentioned in the DGMS Circular no. 06 of 2020 dated 27.02.2020, are provided and maintained in safe working order in respect of the machineries

iv) The transport vehicles shall have limiting speed device and load indicatorandrecorder.TheseshallbeincorporatedwithAVAwithsoundlevel5-20% higher than ambient noise level. The AVA should be of IP-67 compliant.Vehiclesshall befitted withAntiskidandTailendprotectionsystem.

v) In surface miner shall have automatic water sprinklingarrangementand suitablefirefightingarrangements.

vi) Contractor shall ensure that truck mounted drill machines designedfor tube well drilling for sources of water shall not be used and onlypropertypeofblastholedrillmachine,especiallydesignedformining purpose, shall be used in the mine. All drills shall be fitted with portable fire extinguisher and wet drilling system shall be functional when deployed in drilling operation.

vii) Contractorshallensurethatallmachineryandplantusedinconnectionwiththiscontractare ofgooddesign,soundconstruction,and suitable material, adequate strength, free from patent defect andareproperlymaintained.Contractorshallensurethatnopersonexcept an engineer or other competent person under his supervision shallundertakeanyworkonsuchmachinery,plantandworkshopjobs inwhichtechnicalknowledgeorexperienceis required.

viii) Contractorshallensurethatonlysuchfittersormechanicspossessingdriver'soroperator's license,shallbedeployedinmineto carryouttest-runofsuch machineriesdeployed byhim.

ix) Contractor shall ensure that no person other than the operator or any personsoauthorizedinwritingbytheminesmanagershallbeallowed to ride on a heavy earth moving machinery deployed in connectionwiththiscontract.

3. RoadWorthinessofVehicle:

i) Contractorshallprovideroadworthytransportvehicle/pick-upvanformovementofhismaintenancecrewsand operatorsofequipment,machine,vehicles.Thesevehicleshallhavelimitingspeeddevice and recorder.Thesevehiclesandallothermaintenance&ServiceVan /vehiclesdeployedbythecontractorshallbefittedwithstandardsafety featuresrequiredbytherelevantstatute.Allsuchvehicleshallmaintain/carry-(a)RCBook,(b)ValidInsurance,(c)ValidPollution Clearance Certificate(d) Valid Fitness Certificate, (e) Operation Manual & Maintenance Manual, (f) Any other requirement as per RTO.

ii) The Contractor shall ensure regular checking, maintenance, and repair of all vehicles and equipment as per best industry practice and keep them in good working condition. Record of such activities shall be maintained in a logbook and kept in operator's custody, which shall always be available for inspection by EIC or his representative. In case of deficiency, EIC shall have the right to prohibit deployment of such vehicle/equipment.

4. In case of non-compliance of safety and health requirements as per statutes & provisions of this contract, Code of Practices, Traffic Rules, Standard operating Procedures, instructions given by Engineer-in-Charge/Mine Manager / site in-charge(s) etc., the following sanctions and penalties shall be applicable on the contractor:

i) The authorized mine officials shall have the right to stop the work related to this contract whenever a risk of bodily injury is apparent and to suspend the related operation until the necessary remedies have been put in place. They shall have the right to send out of the mine any such person or machine which infringes or attempt to infringe any provision of the Mine Act- 1952 amended from time to time, Rules, Regulations, by-laws or any order made thereunder, or fails to carry out the direction given with regards to safety. If any dangerous condition & operation in the work place of the contractor is observed by the mine official, he shall withdraw all persons from this place and fence off the site till the danger has been removed.

ii) Representatives authorized by the Contractor for the management & supervision of the work in the mine shall be liable for punitive disciplinary action by the contractor actions, in case of noncompliance of provisions related to discipline, safety & health in connection with the men, machineries, activities of this contract.

iii) In case of repeated violations involving non-compliances of provisions related to discipline, safety and health of men and machineries deployed by the contractor, the Engineer-In-Charge shall have the right to suspend the related work, activities, men, machines, etc. In such cases, the company through its Engineer-In-Charge shall levy the compensation from the contractor's bills for the losses incurred by the company on account of such suspensions.

iv) Recurrence of same violation more than 3 (three) times shall be construed as repeated violation. The penalty on account of loss of work due to such violation or actions thereafter, shall be 5% (five percent) of the value of work for the period of loss. The value of work per hour shall be derived from the contract value excluding GST by dividing it with contract period in hours, as per LoA / Work Order.

The compensation such levied shall not be refunded. The aggregate of such compensation levied shall be limited to 2% (two percent) of the total contract value and shall be apart from other penalties as applicable under GTC Clause- 6.2(iv). The shortfall in quantity due to suspended work as mentioned above shall not be included in the quantity accounted for shortfall penalty.

SECTION 2.2 (A) – WORK SCHEDULE

Name of Work: Transportation of coal from discharge end of crusher/coal depot of Nirsha OCP to Central Pool Railway Siding (Lead 3-4km) for 210 days.

NIT Ref. No.: ECL/GM/MA/CT/NIT/2026/49 dated 30/09/2026

Tentative Monthly Work Schedule for the referred tender:

Month(S)	Transportation of Coal(3-4 Km Lead) (in Te)
First Month	35,132
Second Month	38,892
Third Month	37,638
Fourth Month	38,892
Fifth Month	38,892
Sixth Month	35,128
Seventh Month	38,892
Total	2,63,466

Note:

The above monthly work schedule is tentative and indicative in nature. The month-wise schedule shall be determined after award of the contract, keeping the total awarded quantity the same, based on mutual agreement between the Engineer-in-Charge (EIC) and the contractor, in accordance with the provisions of the Bid Document.

SECTION 2.4– GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

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

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

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

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

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

    ii) If 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 sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

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

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future 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.

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.

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

9. The above ‘Debarment’ shall be in addition to other penal provisions of Bid Document /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/ Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/Subsidiaries/GeM Portal).

FORMATS/ ANNEXURES

ANNEXURE – I (PRE-CONTRACT INTEGRITY PACT)

(To be signed on Plain Paper)

General

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

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

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

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

   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s)

could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.

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

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

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

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

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

1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) years.

2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s) / Contractor(s)”.

3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

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

1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)

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

Section 8 - Independent External Monitor

1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.

3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.

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

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

5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13- Other Legal Actions.

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

(For & On behalf the Principal) (Office Seal) Place _____ Date _____	(For & On behalf of Bidder/ Contractor) (Office Seal)
Witness 1: (Name & Address) _____	Witness 1: (Name & Address) _____
Witness 2: (Name & Address) _____	Witness 2: (Name & Address) _____

ANNEXURE- A

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

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/ registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

   In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name &address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

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

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

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

   a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

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

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

ANNEXURE – II (PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT)

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

This Joint Venture/Consortium agreement is made on this ……..day of…….

AMONGST/BETWEEN

M/s……, having its registered Office at …….....

Represented by Shri……. (Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture/Consortium with……...and sign all documents/ agreements on behalf of M/s…… (hereinafter referred to as" …….")

AND

M/s……, having its registered Office at ……...

Represented by Shri…….(Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture/Consortium with……...and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"…….").

AND

M/s……, having its registered Office at ……...

Represented by Shri…….(Name and Designation) of M/s……..., who has power of Attorney to enter into Joint Venture/Consortium with……...and sign all documents/agreements on behalf of M/s…… (hereinafter referred to as"…….").

The expressions M/s …….. and M/s……and M/s ……..shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture/Consortium /Parties" and individually as "Joint Venture/Consortium Partner/Party".

WHEREAS M/s…….and M/s…… and M/s ……..agreed to form a Joint Venture/Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "…….……" (Hereinafter referred to as "Project") under…….. (Name of Company) (hereinafter referred to as "the Principal Employer").

The Parties hereby enter into this Joint Venture/Consortium Agreement (hereinafter referred to as "Joint Venture/Consortium agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract Terms and Conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) **<u>FORMATION AND TERMINATION OF THE JOINT VENTURE / CONSORTIUM</u>**.
   The parties under this Agreement have decided to form a Joint Venture/Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture/Consortium shall be "……" (hereinafter called the "Joint Venture/Consortium").

b) The Head Office of the Joint Venture/Consortium shall be located at……. and the site office will be located at the site of the Project. All communication regarding the Project will be made to…… Telephone Nos…….

c) Neither of the parties of the Joint Venture/Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium to any party including the existing partner of the Joint Venture/Consortium.

d) The terms of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

   i) The Joint Venture/Consortium fails to obtain qualification from the Employer.

   ii) The Contract for the Project is not awarded to the Joint Venture/Consortium.

   iii) The Employer cancels the Project.

   iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.

   v) Both parties agree to terminate this Agreement in writing.

   vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture/Consortium agreement.

2) <u>LEAD PARTNER</u>

M/s……. shall be the Lead Partner of the Joint Venture/Consortium and is In-charge for performing the contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture/Consortium and also all the partners of the Joint Venture/Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture/Consortium Partners M/s……., M/s……. & M/s……. nominate and authorize Shri……. (name and designation) of M/s……. to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture/Consortium.

<u>Authorization of Lead Partner for submission of bid in GeM portal:</u>

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

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

Each constituent party of the Joint Venture/Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

JV/Consortium Partner	Name	Position in the respective Company
M/s _____	_____	_____
M/s _____	_____	_____
M/s _____	_____	_____

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture/Consortium shall be as follows:

M/s……	…… %	(……..percent)
M/s……	…… %	(……..percent)
M/s……	…… %	(……..percent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture/Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV/Consortium partners.

7) BID SECURITY:

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

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture/Consortium will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE/CONSORTIUM.

a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture/Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of Company.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture/Consortium partners, Joint Venture/Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture/Consortium and not to the individual partners.

10) BANK A/C.

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

11) LIMIT OF JOINT VENTURE/CONSORTIUM ACTIVITIES.

The Joint Venture/Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture/Consortium in connection with the Project shall be paid from the account of the Joint Venture/Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

a. Neither party of the Joint Venture/Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium to all third party without the Agreement of the other party in writing.

b. Subject to the above Clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India**.**

IN WITNESS Whereof the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For ……..	For ……..
Signature ……	Signature ……
(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)
Place ……..	Place ……..
Date ……...	Date ……...
Witness	Witness
Signature ……...	Signature ……...
(Name & Address)	(Name & Address)

ANNEXURE – III (PROFORMA FOR CIPP)

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

(To be signed on Plain Paper)

To
Tender Inviting Authority,
Eastern Coalfields Limited

Sub: Declaration towards CIPP by Bidder

Ref. No.:ECL/GM/MA/CT/NIT/2026/49 dated 30/09/2026

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.

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) (Office Seal) Place …… Date ……	(For & On behalf of Bidder/ Contractor) (Office Seal)
Witness 1: (Name & Address)_____	Witness 1: (Name & Address)_____
Witness 2: (Name & Address) _____	Witness 2: (Name & Address) _____

Code of Code of Integrity for Public Procurement (CIPP)

1. **Introduction**

   Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. **Code of Integrity for Public Procurement**

   Procuring authorities as well as bidders, 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":**

   Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

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

   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 minimum 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 and in case of Company then only the Company shall be debarred.

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

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 through Bid Submission Confirmation (BSC) Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/Consortium, all partners shall sign at the time of agreement.

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

To

……..

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bank has under its constitution power to give this Guarantee and Sri……. who has signed it on behalf of the Bank has authority to do so.
Signed and sealed this……. day of…….at……
SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by: (Signature)
(Name)
(Designation)
(Code)
(Address)

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

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

ANNEXURE – V (PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS)

To

……..

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

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Scheduled Bank for a sum of Rs…….. as security for release of equivalent amount of Retention Money/Bid Security as per Terms and Conditions of the said Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

** The validity of the Bank Guarantee shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract (if any)", whichever is more. However, if the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.*

The subsequent extension shall be for a period of "01 year" or "240 days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

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

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

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

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

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

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

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

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

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

Instructions to Bidders for both the above BGs

NOTES TO BANK GUARANTEES

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

i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of ……Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

ii) ……..(Company name) has chosen ….(Bank name) and ….(Bank name) to act advising/beneficiary bank of …...(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.

iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***
* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned. ** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned. *** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned.				

i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the ….(Bank name) (IFSC-_____) or ….(Bank name) (IFSC-_____), as the case may be, to aid in the process of confirmation of Bank Guarantee.

iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _____to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

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

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

1. Name of Bidder: _____
2. Address of the Bidder: _____
   City: _____ PIN Code: _____
   E-mail Id: _____
   Permanent Account Number: _____
3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. **Date from which the mandate should be effective.**

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

Place:
Date:
Signature of the Party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.
Banker's Stamp
Date
(Signature of the Authorized official from the Bank)

ANNEXURE – VII (PROFORMA FOR LETTER OF BID)

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID: (TO BE ACCEPTED THROUGH GTE OF BSC)

To,
The Tender Inviting Authority.
Eastern Coalfields Limited

Sub: Letter of Bid for the work "Transportation of coal from discharge end of crusher/coal depot of Nirsha OCP to Central Pool Railway Siding (Lead 3-4km) for 210 days".

Ref: No.: ECL/GM/MA/CT/NIT/2026/49 dated 30/09/2026
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/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

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

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

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 shall constitute a binding contract between us and …….(*To be filled up by Department*) Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision ..... …….(*To be filled up by Department*) 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 Bid Document.

ANNEXURE – VIII (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

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

We solemnly declare that:

1. I/We am/are submitting Bid for the work "Transportation of coal from discharge end of crusher/coal depot of Nirsha OCP to Central Pool Railway Siding (Lead 3-4km) for 210 days" against Ref. No. ECL/GM/MA/CT/NIT/2026/49 Dated 30/09/2026 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. **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.)

8. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per Bid Document either owned or through hiring.

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

Note: *Tender specific or for a particular category of tender, relevant Clauses may be added/ modified/ substituted while framing the standard* Bid Document.

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

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

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

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

   OR

   The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:
   a. Name of the employee
   b. Place of posting
   c. Department
   d. Designation
   e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

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

   Or

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

   *** Delete whichever is not applicable.**

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

   Or

   **I / We ……..have been debarred or banned by the organization named "_____" for a period of…… year/s, effective from ……. to……

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

4. **Deleted**

5. i) **Note: -** If the estimated value of procurement is upto 10 Crore:

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

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

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

   1.
   2.

6. I / We, _____Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s_____, solemnly declare that Myself/Our Partners/Directors don't has/have any work in washing of Coal as washery operator and/or Transportation of coal to washery inMUGMA Area of Eastern Coalfields Limited.

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

   OR

   **I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ……. to…..
   ****Delete whichever is not applicable.**

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

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

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

   Or

   *I / We have been debarred by……(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of…… year/s, effective from ……. to……..…..
   ***Delete whichever is not applicable**

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

ANNEXURE – IX A (FORMAT FOR LOCAL CONTENT CERTIFICATE FOR TENDER VALUE MORE THAN 10 CR.)

Ref. No: ……..…… Date: ……..

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

Tender No.: ……..…… dated ……..

I/We ……. the Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ……, having registered office at …… hereby confirm that the percentage of local content in the offered product / service of M/s …… is _____ % and meets the local content requirement for 'Class – I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).

OR

I/We ……. The Statutory Auditor / the Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant (Strike-off which is not applicable) of M/s ……, having registered office at …… hereby confirm that the percentage of local content in the offered product / service of M/s …… is _____ % and meets the local content requirement for 'Class – II local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time).
(**Delete whichever is not applicable.)**

The details of the location(s) at which the local value addition is made, is / are as under:
1.
2.

For …….. (Name of the firm)

Name of the Statutory Auditor / the Cost Auditor (in case of companies) / Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

Official Stamp ……

UDIN No.: ……

Place:

Date:

Note: This Certificate shall be issued by the Statutory Auditor / the Cost Auditor (in case of companies) or by the Practicing Cost Accountant / Practicing Chartered Accountant (other than companies).

ANNEXURE – X (PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND FORM OF DECLARATION)

Invitation for Negotiations

(Refer Para 25.2 (A) OF ATC (ITB))

(On letterhead of the procuring entity)

Letter No: _____Dt: _____

To

M/ s_____ (Registered A/D)

Sub: **Tender No ---------- opened on ----------for the work of -----**

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at.....(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Enclosure:

1. Form of Declaration
2. Form of Revised Offer

Yours faithfully,

(Authorised Officer)

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

Letter No:_____ Dt:_____

To _____

Sub: **Tender No. ---------- Opened on ----------for the work of ----------**

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____do declare that in the event of failure of the contemplated negotiations relating to Tender No._____ opened on _____my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder

ANNEXURE – XI (PROFORMA FOR REVISED OFFER IN NEGOTIATION)

Format of Revised Offer in Negotiations

(Refer Para 25.2(A) OF ATC (ITB))

Revised Offer in Negotiations

(On company letterhead)

From……..

Full address……

To .....

Sir,

Sub: Tender No ---------- opened on ----------for the work of ----------

Ref: Your invitation for negotiations no: _____ dated: _____

1. On further discussions with your representatives on …….in response to your letter no …….. dated ……..

   We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to…….

Or

1. I/ we reduce my/ our rates from ……. % of base value to ……. % of base value and the same shall be recorded on GeM portal as per GeM Portal functionality.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule.....
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i.e., up to …… and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or Officer authorised to sign the bid documents on behalf of the bidder

ANNEXURE – XII (LETTER OF ACCEPTANCE)

(Specimen Copy – Subsidiary Company may modify suitably)

To,

M/s _____

Name of work: -

Ref. No.: -

GeM Bid No.: -

Sir,

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

Sl. No.	**Description of Work**	**Lead (KM)**	**Quantity (LTe/ LCuM)**	**Estimated rate without GST (Rs. /Te or CuM)**	**Estimated cost of work without GST (Rs.)**
1.					
2.					
Total in Rs.					
3.	Total amount quoted (above/below) estimated amount without GST		Above/Below		
4.	Total awarded amount in Rs. With GST @ __%				

*Base rate of Diesel, HPC and WPI for the instant tender shall be _____ (As on 10th day prior to the last date on which the tenders were stipulated to be received, including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any), i.e., _____.

The time of completion for the work shall be ……. days / month which shall be counted from the expiry of 10 (Ten) days from the issue of letter of acceptance or handing over site of work whichever is later.

However, the date of commencement may be decided with mutual consent with the Contractor on any date after issuance of Letter of Acceptance or handing over the site of work prior to the date as prescribed above. The payment for the work done would be made only after execution of the agreement.

You are further advised to furnish Performance Security Deposit in the form as detailed in relevant Clause of Additional Terms & Conditions (Instruction to Bidders) for an amount of Rs. …… within 21 days of issue of this letter of acceptance and sign the contract failing which actions as stated in Clause No. 3.1 (b) (v) / 26 of Instruction to Bidders will be taken.

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

You are advised to Contact Area General Manager, _____ Area, for detailed work order and execution of agreement.

……..

Yours faithfully,

Tender Inviting Authority

ANNEXURE –XIII (WORK ORDER (SPECIMEN COPY))
(Specimen Copy-Subsidiary Company may modify suitably)

..... COALFIELDS LTD
(A Subsidiary of Coal India Limited)
Office of the Area General Manager
Adress.....

Ref. No. Date:

To

M/s .....

Dear Sirs,

Sub: Name of the Work

Ref: - Bid Document No.

1. Pursuant to the Bid Document No. ..... dated ..... Tenders were invited for the above-mentioned work and were opened online on..... and you had submitted a tender/offer in response to the aforesaid Tender Notice as per the terms and conditions stipulated for submission of such tenders which form part of this Work Order.

2. The management of ..... Coalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period of ……. year (s) commencing from ..... (date) on the following terms and conditions:

3. Work Description : .....

Sl. No.	**Description of Work**	**Lead (KM)**	**Quantity (LTe)**	**Estimated rate without GST (Rs. /Te)**	**Estimated cost of work without GST (Rs.)**
1.					
2.					
Total in Rs.					
3.	Total amount quoted (above/below) estimated amount without GST		Above/Below		
4.	Total awarded amount in Rs. With GST @ __%				

*Base rate of Diesel for the instant tender shall be _____ (As on 10th day prior to the last date on which the tenders were stipulated to be received, including the last date of submission of bid as mentioned in the Bid Document prior to revision, if any), i.e., _____.

Security Deposit

4. Performance Security Deposit, Retention Money and Additional Performance Security if any. (As per relevant Clause of GTC of SLA).

Payment of Bills

5. You shall submit monthly running account bills supported with receipt challans for the measurement of work/ certified by the official authorized by the Company's purpose.
   Standard Deductions –
   a. 3% of the Running Account bill to be deducted till the recovery of 3% of the total value of the work order as Retention Money, (2nd Part of security deposit).
   b. 2% of the Running Account bill to be deducted towards income tax.
   c. Any other deduction as decided by Company.

Statutory Obligations - on Contractor's Account

6. Statutory obligations for engagement of contract labour (to be on Contractor's Account) are to be specified as under:
   a) Maintenance of statutory records
   b) Payment of workmen's compensation
   c) Holding of license as required under statute
   d) Compliance with the provisions of safety regulations
   e) Provision of medicines/ medical facilities to workmen to be engaged by the Contractor.
   f) Payment of wages/ other benefits to workers as per HPC wages/CIL guidelines.

Penal Clauses/ Recovery of Damages

7. Penal Clauses/ recovery of damages are to be specified as under:
   a. Any shortfall in the quantum of work as per Condition of Contract (Clause 6.2).
   b. Forfeiture of Security Deposit due to unsatisfactory performance / violations/ breach of terms of contract.
   c. Recovery of monetary loss/ damage to the Company arising out of any action on the part of the Contractor
   d. Any other items of special nature for a particular unit.

Maintenance of Private Roads other than P.W.D. Roads where Trucks/ Tipping Trucks to Ply

8. It is the responsibility of the Contractor

Change in Scope/ Nature of Work During Progress of Work

9. It shall be dealt as per relevant Clauses of the Bid Document (Deviation Clauses, Clauses related to extension of Time etc.)

Appointment of Sub-Contractor by Contractor

10. No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.
    The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

Termination/ Cessation of Work with Notice

11. The management reserves the right to terminate the work by giving notice by displaying such notice on the colliery/ Area notice board, without assigning any reason. The measurement of the transportation in such eventuality be taken up to the date of such termination by the management.

12. The management reserves the right to terminate the contract under the following specific conditions/ circumstances:
    a) Unsatisfactory performance of the contracted work
    b) Involvement in action causing breach of peace and discipline within the Company/area premises.
    c) Failure to comply with terms and conditions of the contract
    d) Moral turpitude
    e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
    f) Any action on the part of the Contractor which in the opinion of the management is detrimental to the interest of the Company.

Production of Evidence for Payment of Government Dues Connected with the Work

13. The Contractor is to produce evidence of payment of government dues (e.g. toll taxes, royalty for sand) which he is under legal obligation to pay to state government or any other legal authority to the Company every month.

Escalation in the Rates

14. Escalation in the rates shall not be considered under any circumstances as the rates have been quoted and Finalized for a given period for which the contract is to remain in force.

Fleet Strength

15. The Contractor shall submit to the Area General Manager concerned before commencement of the work, a list of trucks/ tipping trucks to be deployed for the work with respective registration marks and the names and addresses of the owners of vehicles not owned by the Contractor. Any change in the list furnished during progress of work shall be intimated immediately to the concerned Area General Manager.

Contractor's Representation at Site

16. The Contractor shall depute his agent/ representative to be in charge of the work during the period of contract. The agent/ representative shall receive instruction on the Contractor's behalf, from the Area General Manager or any official authorized by him for the purpose.
17. The above terms and conditions are, however, subject to review by the Management and may be revised/ altered in the interest of the work as may be mutually agreed upon.
18. The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance.

Yours faithfully,

General Manager, Area

Copy To: -
1) Concerned Technical Deptt.
2) General Manager CMC
3) Corporate Finance

NOTES:

1) Draft Work Order is only a specimen form content.
2) Additional Clauses e.g., Penal Clauses/ recovery of damages, termination Clauses, etc. may be inserted according to the requirement in a particular case.
   *(**This specimen Work Order is also applicable for Over burden/ Shale/ Extraneous material etc. with appropriate modification mainly in the Description/ Details of work.)*

ANNEXURE – XIV (AGREEMENT – SPECIMEN COPY)

(Specimen Copy-Subsidiary Company may modify suitably)

This agreement, made the _____ day of _____20_____ between _____ _____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (i) Letter of Acceptance;
   (ii) Notice to proceed with the work;
   (iii) Contractor's Bid;
   (iv) Conditions of Contract;
   (v) Specifications;
   (vi) Drawings;
   (vii) Bill of Quantities;
   (viii) Scope of work and Conditions of Contract;
   (ix) Integrity Pact and
   (x) Any other document listed in the bid document/ Contract as forming part of the contract

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

The Common Seal of _____

was hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said_____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of the Contractor

Signature of Witness
(Name, address & Date)

ANNEXURE – XVI (ADVISORY FOR BUYER AS WELL AS SELLER FOR MINING SERVICE TENDER(S) / OTHER'S SERVICE TENDER (IF APPLICABLE) INVITED THROUGH GEM PORTAL)

1. **Formats for Bank Guarantees.**
   The format provided in the bid document for Bank Guarantee regarding Performance Security and Retention Money shall supersede the format provided by the GeM portal. Seller/bidder are requested to kindly submit the Bank guarantee as per format given in the bid document.

2. **Functionality of GeM Portal regarding verification of MSE status of bidder and their bid evaluation.**
   As per advisory of GeM, "*No online verification of the status of MSE is being done at the GEM end because of the latest order granting benefits up to 3 years after the change of status. Buyers are requested to verify the status of the MSE at their end*".

   After verification of the MSE Status of the seller, buyer will upload the same on GeM portal, if allowed by GeM Portal for the respective seller. If buyer is not empowered to update the MSE status of seller on GeM Portal, the evaluation of Bid shall be done as per terms & conditions of Bid Document.

3. **ITC enabled Bid evaluation system of GeM Portal:** The estimated / Base value of tender floated on GeM portal is inclusive of GST and the same is mentioned in the scope of work / Bid Document.

   3.1 ITC enabled bid evaluation system: If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.

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

   a) For GST registered bidder under Normal Scheme: If the bidder registered on GeM portal under GST normal scheme, Bidder to enter the same percentage of GST and GST Cess (if applicable) as mentioned in the scope of work / Bid Document. The cost to company shall be calculated after excluding the value enter by seller for percentage of GST and GST Cess (if applicable) on GeM portal.

   b) For GST registered bidder under Composition Scheme: If the bidder registered on GeM portal under GST composition scheme, the cost to company shall be calculated by GeM portal including GST and GST Cess (if applicable) as per GST Act.

c) For GST un-registered bidder: If the bidder registered on GeM portal as un-registered bidder, the cost to company shall be calculated by GeM portal is excluding GST.

Note: If there is any difference in the GST Status of bidder, compared to their status on GeM Portal, the GST Status of bidder shown at GeM Portal shall be final for bid evaluation.

4. **Window for seeking price justification in case quoted value of L1 is found on higher side by the tender committee and recording of suo-moto rebate if given by L1 bidder.**
   At present on GeM portal, there is no provision for seeking price justification in case of quoted value of L1 is found on higher side. The price justification shall be sought outside the GeM Portal through e-mail of TIA. If L-1 seller/bidder gives suo-moto rebate then the same may be recorded on GeM portal using the Tab of "Need to Negotiate with L1?" till development of the functionality for the same by GeM.

5. **Functionality of GeM regarding challenge rejection window for disqualified bidders**
   Any document submitted by the seller through challenge rejection window shall not be considered other than application uploaded as '**appeal**'.

6. **GeM Incident Management Policy**
   The GeM Incident Management Policy is applicable on defaulting seller and / or buyer as per GeM GTC.

7. **Period of Bidder's representation window.**
   At present, by default GeM gives only 4 days for seeking clarification through bidder's representation window. Till development of the functionality regarding selection of bidder's representation period as per respective manual at buyer end, if buyer want to select the period more than the period provided by GeM Portal, the same may be modify with the help of GeM Authority.

8. **Reply of queries against the clarification sought by bidder through Bidder's representation window.**
   If the response of buyer is more than the character limit mentioned in the GeM portal, the response shall be submitted through Corrigendum till development of the functionality by GeM to upload document through bidder's representation window.

9. **Bid duration period is upto 45 days in GeM Portal**
   Till development of the functionality regarding selection of bid duration period more than 45 days as per respective manual. The same may be implemented with the help of GeM Authority.

10. **Period of completion of work shall be in number of days only:**
    The period of work in days as mentioned in the Scope of work / Bid document shall supersed the period mentioned in the GeM Contract.

11. GeM functionality regarding Bid Validity Extension:

The request for Bid Validity Extension to be sought through GeM Portal as well as through offline mode (outside the GeM portal, through e-mail of TIA).

12. Non-receipt of e-mail to seller sent by Tender Inviting Authority (TIA):

Non-receipt of an e-mail sent by TIA as per directive of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in Bid Submission Confirmation (BSC) sheet is seller's responsibility.

13. Issuance and communication by TIA to seller / bidder through e-mail to comply the provisions of Bid Document

Non-receipt of an e-mail sent by TIA as per directive of Tender Committee to the concerned seller is not a buyer's responsibility. As such providing with suitable e-mail ID for communication with seller in BSC is seller's responsibility.

14. Invoicing of first bill shall be done through GeM Portal

No payment for the work shall be made before execution of this agreement as per Bid Document and the GeM contract shall be created on GeM portal to conclude the tending process on GeM. After that the invoicing of first payment bill shall be done through GeM portal and all the payment of work shall be done outside GeM Portal.

Note:

1. *The above advisory/SOP is prepared for processing of mining service tenders considering the present functionality of GeM portal. The portal is dynamic in nature and changes are being done by the GeM Authority, time to time. The procuring Entity can follow the above advisory/SOP for award of work, if any new functionality comes into the notice the same can be adopted with the approval of concerned Director considering the below provisions and the same shall be communicated to CMC Division, CIL Hq for communication to others subsidiaries of CIL:*

2. ***Procurement of Services through GeM for Services***
   - i. *The guidelines issued by GeM/GoI from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of Chapter – 3 & 6 of CIL's CMM.*
   - ii. *The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.*

ANNEXURE – XVII (BID SUBMISSION CONFIRMATION SHEET)

Bid Submission Confirmation (BSC) Sheet			
Name of Work	Transportation of coal from discharge end of crusher/coal depot of Nirsha OCP to Central Pool Railway Siding (Lead 3-4km) for 210 days		
Tender No.	ECL/GM/MA/CT/NIT/2026/49 dated 30/09/2026		
Bidders Details			
Name of the Bidder (If bidder is JV/Consortium Then the name of JV/Consortium shall be entered, not the Lead Partner submitting bid on behalf of JV/Consortium)			
Registered Address of the bidder		Name of Partners / Directors /Proprietor of the bidder and specify Lead members of JV/Consortium	
Postal Code		Name of Authorized Representative of the bidder	
Bidder's Legal Status (Proprietor/Partnership/Limited Company/JV/Consortium)		Phone No. of Authorized Representative of the bidder	
Correspondence Email of the bidder		Mobile No. of Authorized Representative of the bidder	
Permanent Account Number (PAN) of Bidder		GST IN	
Bidder General Technical Evaluation - Status - Complied			

Sl. No.	Particulars	Expected Value	Bidder Value
1.0	Confirmation in the form of Yes/No regarding submission of Bid Security / document for exemption as per requirements of Bid Document.	Yes	Yes
2.0	Confirmation in the form of Yes/No regarding possession of requisite document of WORK EXPERIENCE as per requirement of Bid Document.	Yes	Yes
3.0	Confirmation in the form of Yes/No regarding possession of requisite document of WORKING CAPITAL as per requirement of Bid Document.	Yes	Yes
4.0	Did the bidder accept to deploy matching equipment/tippers/payloader (FLEET REQUIREMENT) either owned or hired as per Bid Document.	Yes	Yes
5.0	Confirmation in the form of Yes/No regarding possession of requisite document of PERMANENT ACCOUNT NUMBER as per requirement of Bid Document.	Yes	Yes
6.0	Confirmation in the form of Yes/No regarding possession of requisite document of GOODS AND SERVICES TAX as per requirement of Bid Document.	Yes	Yes
7.0	Confirmation in the form of Yes/No regarding possession of requisite document of LEGAL STATUS OF BIDDER as per requirement of Bid Document.	Yes	Yes
8.0	Confirmation in the form of Yes/No regarding acceptance of GENUINENESS OF INFORMATION FURNISHED ONLINE, DOCUMENTS UPLOADED (Annexure VIII) as per format given in the Bid Document.	Yes	Yes
9.0	Confirmation in the form of Yes/No regarding possession UNDERTAKING REGARDING RELATIVES AS EMPLOYEES OF COMPANY, LOCAL SUPPLIER STATUS OF BIDDER, CIPP etc. (Annexure IX) as per requirement of Bid Document.	Yes	Yes
10.0	Confirmation in the form of Yes/No regarding acceptance of LETTER OF BID (LOB) (Annexure VII) as per format given in the Bid Document.	Yes	Yes
11.0	Confirmation in the form of Yes/No regarding acceptance of the provisions of Public Procurement (Preference to Make in India), order 2017 and amended time to time.	Yes	Yes
12.0	Confirmation in the form of Yes/No regarding acceptance of CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (Annexure III) as per format given in the Bid Document.	Yes	Yes
13.0	Confirmation in the form of Yes/No regarding acceptance of RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES as per format given in the Bid Document.	Yes	Yes

14.0	Confirmation in the form of Yes/No regarding acceptance of INTEGRITY PACT (Annexure I) as per format given in the Bid Document.	Yes	Yes
15.0	Confirmation in the form of Yes/No regarding submission of MSE Registration Certificate or Declaration w.r.t status of MSE as applicable as per Bid Document.	Yes	Yes

Note: 1. In case, any of the declaration given by Bidder in General Technical Evaluation as above is marked NO under seller/bidder value, the same shall be cross checked by the seller/bidder before submission of Bid.
2. The Bidders are requested to kindly enter the date in dd-mm-yyyy format only.

MSE Certificate No. (If applicable)		**EMD UTR Ref. No. (If applicable)**	

Work Experience Details

Required Work Experience in Rs.	85,04,392.50				
Period: From Date (dd-mm-yyyy)	**01/10/2020**	**Period: To Date (dd-mm-yyyy)**	**30/09/2026**	**Updated up to (dd-mm-yyyy)**	**0-Jan-00**
Experience Start Date (dd-mm-yyyy)	-	**Experience End Date (dd-mm-yyyy)**		**29-Dec-00**	

Sl. No.	Work Description	Agreement No./Work Order No.	Employer Details	Share in experience %	Value of experience in Rs.	Work Experience start date (dd-mm-yyyy)	Work experience end date (dd-mm-yyyy)	Updated / Equivalent Value in Rs.
1.0								0
2.0								0
3.0								0
4.0								0

5.0								0
6.0								0
Total					**0**	**NA**	**NA**	**0**

Working Capital Details

Required Working Capital in Rs.:	**34,01,757**
Date on or after which WC should be available (dd-mm-yyyy):	**01/07/2026**

Sl. No.	**Name of Chartered Accountant**	**CA Membership Number**	**WC in Rs.**	**Date on WC Available (dd-mm-yyyy)**	**Date of issue of Certificate (dd-mm-yyyy)**
1.0					
2.0					
3.0					
Total			**0.0**		

Note:
1. In Case of JV/Consortium, Working capital details at Sl. No. 1 is for the lead member of the JV/Consortium and at sl. No. 2 & 3 for other members. In case Bidder is other than JV the details of working capital must be entered at Sl. No. 1.
2(a). Bidder shall download the password protected BSC sheet in the Excel format, fill in all the necessary information as per prescribed format. Subsequent to filling, the same shall be converted to Pdf. format and upload the same on GeM portal.
2(b). Bidders shall exercise due diligence while filling the BSC sheet particularly for Work Experience and Working Capital. All entries must be accurate and strictly in accordance with the prescribed format, specified requirements, and defined period as stipulated in the bid document.
Entries that are inconsistent with the stipulated period or requirements will reflect error "The value you entered is not valid. A user has restricted values that can be entered into this cell" or "please enter the proper value".
Submission of inconsistent data which is not in accordance with the prescribed format will be dealt as per clause no- 3.1(a) of SECTION 01 – ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)for which the bidder shall be solely responsible.