



सेन्ट्रल कोलफील्ड्स लिमिटेड

(भारत सरकार का एक उपक्रम / कोल इंडिया लि. की एक अनुषंगी कंपनी)

पंजीकृत कार्यालय : दरभंगा हाउस, राँची 834 001 (झारखण्ड)

CIN : U10200JH1956GOI000581

निगमित सामाजिक दायित्व(सीएसआर) विभाग

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Ref no: CCL/SD&CSR /2024/266

Dtd :16.04.2024

निविदा सूचना

Notice Inviting Tender

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

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Conducting annual entrance examination for "CCL Ke LAL LAADLI" for 3 years)	Darbhanga House Campus, CCL Ranchi	21,68,250	27,200/-	1095 days (3 years)

(i). For any query, prospective bidder(s) may contact Shri. Mario Tanuj Ekka , Deputy Manager (Personnel) – SD &CSR , Mob no. 8987785533

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager	DY. Mgr (P)
SD & CSR Dept	SD & CSR Dept
8987786207	8987785533

Note:

- i. The bid document along with scope and other details will also be available on our website www.centralcoalfields.in and www.gem.gov.in and can be downloaded by the bidder.
- ii. Entities having been debarred from participating in tenders of CCL/all subsidiaries of CIL are not eligible to participate in this NIT if end date of bid submission, including extensions thereof falls within the period of their debarring.

2. Time Schedule of Tender:

As per GEM Portal

Note: The extension of submission of bid shall be applicable as per details mentioned in the tender document.

3. Bid security/earnest money deposit: As mentioned in table above.

The Bidder will have to make the payment of EMD online through NEFT/RTGS only. Bidders will upload the proof of transfer of EMD in the bid including transaction Id/number.

Name of beneficiary and details	Name	Central Coalfields Limited
	Bank A/C no. of beneficiary	10106155123
	IFSC Code	SBIN0010400
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	STATE BANK OF INDIA
	Branch and Address	CCL CAMPUS CCL HEADQUARTER, DARBHANGA HOUSE, JHARKHAND 834001

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.

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

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

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;
- c) Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a period of minimum 01 (one) year.

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

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

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

If the Bidder withdraws the bid online (i.e. before the end date of submission of tender) then the EMD will be refunded after the opening of tender on case to case basis.

[Note:

1. Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.

2. Bidder to submit Mandate form for Electronic Fund Transfer / Internet Banking Payment provided in ATC]

Sd/-

General Manager (SD &CSR)

CCL, Ranchi

Distribution

1. GM (F) I/C, CCL, Ranchi
2. General Manager (System), CCL, Ranchi.
3. T. S. to Director (Finance), Director (Tech/ P&P), Director (Tech/Op), Director (Pers), CCL, Ranchi.
4. Tender Committee Members.
5. Ch. Manager (F)/DP, CCL, Ranchi.
6. T.S to Chief Vigilance Officer, CCL, Ranchi.
7. Dy. Mgr (P) , CSR, CCL Ranchi
8. Notice Board.

1. BACKGROUND:

Central Coalfields Limited (A Miniratna Cat-1 Company) is a subsidiary of Coal India Limited (A Maharatna Company). CCL is headquartered at Ranchi and has command area spread in 8 districts of Jharkhand (Ranchi, Ramgarh, Latehar, Chatra, Hazaribag, Bokaro, Palamu and Giridih). As a part of CSR initiatives of company, CCL provides coaching for IIT/Engineering entrance examinations to 20 boys and 20 girls along with class XI & class XIIth school education in DAV Gandhinagar, hostel, mess, AITS and medical facilities. The students are selected through entrance examination conducted annually/merit under its “CCL Ke LAL & LAADLI”. CCL plans to execute an agreement for conducting annual entrance examinations for inducting students for the CCL KE LAL LAADLI Scheme from 2024 & onwards. The examination process involves online registration, issue of online admit cards, holding pen-paper examination at selected centres evaluation of OMR sheets & short-listing candidates.

2. SCOPE OF SERVICE:

The selected contractor/ service provider shall provide the following services for centre based offline examination:

- i. Design of online form, developing software and facilitating Online Registration of students for the test including enabling candidates for uploading documents such as admit card of Class Xth/Marksheet of Class Xth, Photo, Aadhar card etc.
- ii. Confirmation message of registration to be sent to candidates (SMS and Email both).
- iii. Generating Hall ticket of the Participants.
- iv. Uploading Hall Ticket in the website (linked to CCL CSR site).
- v. Blocking of space on Cloud.
- vi. Setting MCQ Questions covering subjects – Physics (25 questions) , Chemistry (25 questions), Maths (25 questions) & reasoning (25 questions) (Time – 3 Hrs, Total number of Questions on four topics -100, language – bilingual – Hindi and English) as per instructions from CCL.
- vii. Design of Question Booklets covering questions as above in **three sets (Same Questions with shuffling)** including blank pages at end of question booklet.
- viii. Design of OMR sheet.
- ix. Printing Question Booklet and OMR Sheet.
- x. Preparation of Answer Key.
- xi. Packing and dispatch of Question Paper & OMR Sheet for each exam venue (according to no. of participants).
- xii. Arranging charges on account of exam centre, invigilator, peon, drinking water etc. [Note: Exam Centre shall be Local DAV/important school in command area of CCL as decided by management, based on no of applicants and their place of residence in registration database. As per past experience the exam centers were 1. DAV Gandhinagar Ranchi, 2 DAV Barkakana, Dist -Ramgarh, 3. DAV Piparwar (At PO Bachra, Dist, Chatra & 4. DAV Dhorl (Dist – Bokaro)].
- xiii. Collection of OMR Sheet from examination centre.
- xiv. Evaluation of answer sheet (OMR sheet) as per answer key.
- xv. Listing of student database and preparation of summary of number of candidates registered, number of candidates appeared in examination etc.

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- xvi. Submission of merit list of candidates to CCL indicating Ranking, name of candidate, gender parents name, caste category, annual income, name of school, address etc as per instruction of Nodal person of CCL (as per information filled by candidate during submission of online form).

3. BOQ (Bill of Quantity)

Sl. no	Description of activity	Qty (Number of Students)	Quoted Rate (In Rs per number of candidates registered online in a year) (excluding GST)	GST @18% (if applicable)	Rate (including GST)
1	Conducting annual entrance examination for "CCL Ke LAL LAADLI" as per scope and deliverables in RFP (for conducting examination for 1 year) [Note : Same rate shall be applicable for all 3 years of agreement period.]	1750			

4. PAYMENT TERMS

The payment will be made after successful conduction of exam each year upon receipt of tax invoice as per standard terms and conditions/ Rules of CCL.

****Explanatory note in respect of payments:***

Payment for minimum 1750 candidates is assured irrespective of the number of candidates registered upto 1750.

However, in case candidate registration goes beyond 1750, then additional payment shall be made as follows: no. of candidates beyond 1750 x L-1 quoted rate (incl GST).

Value of contract is actual no of candidates registered x quoted rate. However, for reference in this document regarding calculation of Performance security, the Contract value shall be treated as 1750 x quoted rate x 3 years.

- No payment shall be made before execution of the Agreement.
- Payment shall be through GEM GPA Mode as per GEM terms and conditions .
- No advance payment shall be made.
- Price escalation clause is not applicable for this contract.

5. MODALITY FOR SERVICE DELIVERY:

- i. The selected contractor/ service provider shall make preparations and execute the scope as per direction of the nodal officer of CSR Department for the scope of work.
- ii. The selected contractor/ service provider shall be responsible for confidentiality of the question papers, OMR sheet, merit list till submission to CCL.

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- iii. The level of questions and representation of subjects covered shall be as decided in discussion with CCL and selected contractor/ service provider after award of work.
- iv. The selected contractor/ service provider shall be responsible for executing the scope of work using their own resources/ arrangements made at their own cost.
- v. For a particular year, the scope of work for shall be completed preferably in 40 days excluding the number of days for which the department shall extend the start & end date of submission of online forms.
- vi. Arranging charges on account of exam centre, invigilator, peon, drinking water etc.
- vii. CCL shall coordinate with the school heads for extending cooperation in holding examination in the school. [Note: Exam Centre shall be Local DAV/important school in command area of CCL as decided by management, based on no of applicants and their place of residence in registration database. As per past experience the exam centers were 1. DAV Gandhinagar Ranchi, 2 DAV Barkakana, Dist -Ramgarh, 3. DAV Piparwar (At PO Bachra, Dist, Chatra & 4. DAV Dhori (Dist – Bokaro)].
- viii. At least one officer of CCL shall be present in the exam center on the day of examination for necessary coordination.
- ix. The Agreement will be valid to cover scope for 3 years to cover the obligations of CCL and the selected contractor/ service provider.
- x. If required, Extension of Time shall be dealt as per GTC of GeM within the validity period of agreement.

6. ELIGIBILITY & DOCUMENTS TO BE SUBMITTED BY BIDDERS:

- 4.1. This "Invitation for Bid" is open to all Bidders including a Proprietorship firm, partnership firm, company registered under Companies Act or any legal contractor/ service provider. The bidders shall be eligible to participate only if they fulfil the qualifying criteria laid down separately hereinafter.
- 4.2. The bidders shall be required to submit bid with all the information as sought online along with required documents.
 - i. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.
 - ii. Any other document to support the qualification information as submitted by bidder.

A. Legal Status of the Bidder:

The Bidder should be a Proprietorship firm/ Partnership firm/ Company registered under Companies Act.

Supporting Documents to be uploaded online:

- 1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below:
 - (a) Affidavit or any other document to prove Proprietorship status of the Bidder.
- OR
- (b) Partnership deed containing name of partners.

OR

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- (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 for the authority to submit the bid on behalf of the Bidder.

B. PAN Card:

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

Supporting Documents to be uploaded online:

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

C. GST Registration:

1. The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme.

OR

GST unregistered Bidder

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

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Note:

- i). If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- ii) 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.

Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document

Supporting Documents to be uploaded online:

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.
- b) Status: GST registered Bidder under composition scheme.
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

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2. Bidder to quote the same value of GST mentioned in the scope of work. If bidder/seller enters different value then evaluation/award will be done as per the GeM Portal conditions.

D. Letter of Bid (LOB):

The Letter of Bid (Annexure-I) addressed to the Tender Inviting Authority (TIA) will be given in Tender Document containing name of the work, GeM Bid no. This will be the covering letter of the Bidder for the submitted bid.

- E. Undertaking** regarding genuineness of information furnished and authenticity of the documents uploaded online in support of his eligibility as per format mentioned at **Annexure-II**.

- F. Undertaking regarding** relatives as employees of company, arbitration clause (In case of Partnership firm), Local supplier status of the bidder

To be given on Bidder's letter head online as per the format given in **Annexure-III**.

- The same is regarding declaration on relatives (if any) as employees of company, arbitration clause (In case of Partnership firm), Local supplier status of the bidder, CIPP etc.
- Further, necessary declaration within the undertaking in line with restrictions on Public Procurement from certain countries compliance of which is required as per 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 subcontracting to contractor / service provider from such countries will be given in the tender document.

- G. Code of Integrity for Public Procurement :** Undertaking to abide by the Code of Integrity of Public Procurement (CIPP) to not indulge in the following prohibited practices such as **Corrupt practice, fraudulent practice, Anti-competitive practice etc.**

- H.** If the estimated value of Procurement is less than Rs. 10 Crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

- I.** All participating 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.

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

- J. Written Consent regarding Arbitration:**

It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm. For this a general form of undertaking has been specified in Tender Document. For other category of Bidders acceptance of terms and condition through (Letter of Bid) LOB complies this requirement.

- 4.3. 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,

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statements, affidavits and attachments submitted in proof of the qualification requirements; and/or on account of debarment as applicable.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name.

4.4. **Scanned copies of documents as per following table are to be uploaded by allbidders during submission of bid:**

Sl.no	Document	Documents to be submitted
1	Legal status of bidder	<p>1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below:</p> <p>a) Affidavit or any other document to prove Proprietorship status of the Bidder. OR</p> <p>b) Partnership deed containing name of partners. OR</p> <p>c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder</p> <p>d) Board Resolution, Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder.</p>
2.	Valid Permanent Account Number (PAN)	Scanned copy of PAN card of entity issued by Income Tax department, Govt. of India
3.	<p>Goods and Services Tax Registration (Not Applicable for Exempted Services) The Bidder should be either GST Registered Bidder under regular scheme OR GST Registered Bidder under composition scheme</p>	<p>The following documents depending upon the status w.r.to GST:</p> <p>a) Status: GST registered Bidder under regular scheme: Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR</p> <p>b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR</p> <p>Status: GST unregistered bidder:</p> <p>a) Document: A Certificate having 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</p>

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		with the relevant GST rules of India. Note: i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
4.	Letter of Bid in support of eligibility	Bidders are required to submit the duly filled Letter of Bid as per format given at Annexure I .
5.	Undertaking regarding genuineness of information furnished	Bidders are required to submit the duly filled undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per format given at Annexure II .
6.	Undertaking on letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the Bidder etc.	Bidders are required to submit the duly filled Undertaking as per format given at Annexure III .
7.	Code of Integrity for Public Procurement as in Annexure- IV	Undertaking to abide by the Code of Integrity of Public Procurement (CIPP) to not indulge in the following prohibited practices such as Corrupt practice, fraudulent practice, Anti-competitive practice etc.
8.	PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY	ANNEXURE-VII
<p>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 online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

5. BID SUBMISSION :

All bids are to be submitted on-line on the website <https://gem.gov.in>. No bid shall be accepted off-line.

6. EXTENSION OF DUE DATE OF BID SUBMISSION:

One extension of bid submission date by 04 (Four) days in case number of bids received is less than 03(Three), will be done on the portal. In case no offer is received, tender will be cancelled.

7. CLARIFICATION AND CORRIGENDUM TO BID DOCUMENT

Bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries. Corrigendum shall be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

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8. BID PRICES / OFFER

8.1. Based on proposed work plan, Offer /Financial Bid shall be submitted by applicant quoting overall cost of completing the scope of work including Human Resources Charges, Administrative Expenses, Food, Accommodation and Travel Charges, Institutional/Fixed Charges etc along with applicable Taxes. GST, if applicable shall be mentioned separately.

Financial Offer shall clearly specify whether GST is applicable on applicant or not.

The total of above shall be mentioned clearly, which will be the basis of evaluation of Financial Bid.

8.2. The Bidder shall fill-in rates and prices for the entire list of deliverables described in the scope and amount(s) calculated and totalled.

8.3. 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.

8.4. Price Breakup needs to be submitted

8.5. PERFORMANCE SECURITY DEPOSIT:

Security Deposit shall consist of two parts;

a) Performance Security (5%) to be submitted at award of work and

b) Retention Money (5%) to be recovered from running bills.

The security deposit shall bear no interest.

i) Performance Security shall be 5% of contract amount* (*Value of contract is actual no of candidates registered x quoted rate. However, for reference in this document regarding calculation of Performance security, the Contract value shall be treated as 1750 x quoted rate x 3 years*) and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Payment through NEFT/RTGS in the designated account of CIL/Subsidiary as indicated in the LOA/WO;
- A Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch Ranchi; Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

ii) All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

The bid security deposited may be adjusted against the Performance security at bidder's option.

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If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- a. At Bidder's option by a Scheduled Commercial Bank, or
- b. by a foreign bank located in India and acceptable to the employer.

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

The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract /extended contract period (if any)", whichever is more.

The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

9. EVALUATION OF TENDER

9.1. The Employer shall evaluate the offers and reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

9.2. For One Part System:

- A. After opening of bid, the documents submitted by L-1 Bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 Bidder through Bid Submission Confirmation (BSC) Sheet. If it confirms to all of the information/ declarations furnished by the Bidder through BSC and does not change the eligibility status of the Bidder 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 through 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 indicating start date and end date allowing 7 days (7 x 24 hours) time for online resubmission 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 their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them through BSC within the specified period of 7 days. No further clarification shall be sought from Bidder.

Note: 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. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-

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1 Bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- D. In case the L-1 Bidder submits requisite documents online as per NIT, then the Bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to comply the eligibility requirement as per NIT, then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The tender shall be cancelled and retendered.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only
- G. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- H. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

10. CLARIFICATION OF BIDDER DOCUMENTS:

10.1. After evaluation, Shortfall Documents/Confirmatory Documents, if required, shall be sought from the bidders. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with CCL or submission of any additional documents, not specifically asked for by CCL, will be allowed and even submitted they will not be considered by the purchaser.

The shortfall information/documents shall 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. (Example: if the Permanent Account Number, registration with Sales Tax/VAT/GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

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 contract order without its completion/performance considered. However, no new supply order should be asked for so as to qualify the bidder.

For this purpose, only one chance – of 7x24 hours duration shall be given for online submission of the documents on GeM Portal only.

It will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid.

The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for online submission of documents & offers once rejected shall not be considered further.

11. INSTRUCTION TO BIDDERS:

- i. The bidders are required to submit copy of the requested credentials duly signed by an authorized signatory in PDF format in GEM portal as mentioned in points above. **Award of service shall be based on Lowest cost submitted by applicants fulfilling the qualification**

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criteria mentioned in this ADDITIONAL TERMS AND CONDITIONS.

- ii. CCL shall have the right to postpone, modify, cancel, or annul the aforesaid process at any stage at its sole discretion without assigning any reason and shall bear no liability what so ever consequent upon its decision.
- iii. CCL may, at its discretion, extend this deadline for the submission of offer, in which case, all rights and obligations of CCL and Applicant(s)/Bidder(s) previously subject to the dead line will thereafter be subject to the deadline as extended.
- iv. The document(s) submitted by the applicant(s) in response to this ADDITIONAL TERMS AND CONDITIONS shall become property of CCL.
- v. CCL shall neither be responsible nor pay any expenses or losses which may be incurred by the "Bidder(s)" in the preparation and submission of their offer.
- vi. The offer submitted by Bidders shall be treated as private and confidential documents, whether or not CCL accepts an offer.
- vii. CCL reserves the right to accept or reject any or all offer(s) at any point of time without assigning any reason whatsoever.
- viii. CCL reserves the right to accept or reject any or offer(s) and to award the work to one or more successful bidder/applicant/contractor/ service provider at any point of time without assigning any reason whatsoever. Similarly, right to amend the criteria for selection vests with CCL.

12. AWARD OF WORK

Work shall be awarded to the bidder emerging as L1 after Evaluation process.

The selected bidder shall be required to execute an Agreement (**As per ANNEXURE-V**) detailing the terms and conditions for conducting the service. The said Agreement shall be signed between GM(SD&CSR)/HOD-CSR, CCL & the selected contractor/ service provider.

In the event of refusal by the selected Bidder to undertake the assignment, CCL reserves the right to cancel or award the assignment to the next lowest qualified bidder.

13. BREACH OF CONTRACT AND PENALTIES

Penalties will be levied on the contractor/ service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sl.	Particulars	Financial Implications
1	If any of the stages specified, either not completed or not completed satisfactorily as per the time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the contractor/ service provider and not in any way attributable to the delay on the part of the buyer.	Penalty @1.0% of the contract value of the delayed stage of the item, per week (max 10%) maybe imposed and accordingly the time for the next stage be reduced by the buyer, to account for the delay.
2	If the employee of contractor /service provider is found responsible for disobedience/ misconduct or has misbehaved in any manner or resorted to any violent behaviour etc. with	1 st instance – 0.05% of contract 2 nd instance – 0.1% of contract

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Sl.	Particulars	Financial Implications
	the employees of buyer organisation or other employees of contractor / service provider	3 rd instance – 0.2% of contract
3	Failure of online examination process at any stage during the entire course of the examination.	Penalty of 100% of the project cost and the agency will have to submit an undertaking to this effect.

14. E-PAYMENT

The bidders are 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.

ANNEXURES

**LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY
AND SUBMITTED BY BIDDER ALONG WITH OFFER**

FORMAT OF "Letter of Bid"

To,
The Tender Inviting Authority,
Central Coalfields Limited

Sub. : Letter of Bid for the work "Conducting annual entrance examination for "CCL Ke LAL
LAADLI for 3 years"

Ref.: GeM Bid No.: XXXXXXXXXXXX

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work/technical requirements, 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/Work Order shall constitute a binding contract between us and Central 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 Central Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to "cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT.

ANNEXURE- II

**UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY AND SUBMITTED BY BIDDER/S FOR
GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE
DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY**

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work “Conducting annual entrance examination for CCL Ke LAL LAADLI for 3 years” against GEM Bid no. XXXXXXXX dated XX.XX.2023 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 do not have business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. 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 NI

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

PROFORMA FOR UNDERTAKING

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

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

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

OR

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

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / 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 / Wehave been debarred or banned by the organization named " _____ " for a period of..... year/s, effective from to.....

** Delete whichever is not applicable.

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

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “**Conducting annual entrance examination for “CCL Ke LAL LAADLI” for 3 years” against GEM Bid no. XXXXXXXX** dated, meet the minimum local content requirement and has local content:

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

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

*Delete whichever is not applicable.

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors/ service provider 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/ service provider 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 subcontract any work to a contractor / service provider from such countries unless such contractor / service provider is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

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

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

OR

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

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

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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.

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/ service provider must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regards shall be given by all procuring officials. The bidders/ contractors/ service provider should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors/ service provider 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 / service provider 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.
- 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

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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/ service provider 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 / service provider directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments 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 under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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ANNEXURE-V

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

1. Name of the Bidder:.....
2. Address of the Bidder:
-
- City..... Pin Code.....
- E-mail Id
- Permanent Account Number

3. Particulars of Bank:

Bank Name		BranchName	
BranchPlace		BranchCity	
PinCode		BranchCode	
MICRNo.			
(Digital 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.			
RTGSCODE			
AccountType	Savings	Current	Cash Credit
AccountNumber (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 / Authorised Signatory

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

Banker's Stamp

Date

Signature of the Authorised official from the Bank

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Annexure– VI

PROFORMA FOR EXECUTION OF AGREEMENT

(Specimen to be vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the contractor / service provider) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said contractor / service provider' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said contractor / service provider / Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice/Scope of Work (Page .. to ..)
 - ii) Schedule –A General Terms & Conditions, Service Level Agreement & ATC (Page to ...)
 - iii) Schedule-B The probable Quantities and Amount/BOQ (Page ... to ...)
 - iv) Schedule-C Clarifications/other relevant document
 - v) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said contractor/ service provider shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished)* .

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IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The contractor/ service provider, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Srion behalf of Signature

(Name of Company) in presence of -

1. Name : Signature

2. Address: .

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 Schedule 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, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees 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 there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

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

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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 ofand 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.

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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