

## ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)

### 1. SCOPE OF BIDDER

- 1.1. Central Coalfields Limited 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. 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. The Applicant entity shall not be under corporate insolvency resolution process, liquidation or similar proceedings under the Companies Act, 2013 and its amendments thereof or any relevant law in India, as applicable.
- 2.3. The bidder shall have to be 'Class-I Local Supplier' as per Public Procurement Order 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, 04.03.2021 & 19.07.2024) regarding 'Make in India' policy of Government of India.

### 3. ELIGIBILITY CRITERIA OF THE BIDDER

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

**a) EMD/Bid Security:**

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

**EMD Amount:** Rs. 1,41,500/- (One Lakh Forty-One Thousand Five Hundred Only).

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	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

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

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

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

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

- ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document. In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC.
- iii) The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).
- iv) The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.
- v) The Bid Security/Earnest Money may be forfeited:
  - a) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent;
  - or
  - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any;

Additionally, the Company 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) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.
- ix) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

**[Note:**

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

- b) Revenue from Operation:** The Agency should have an Average Annual Revenue from Operations of at least Rs. 20 Crores (Rupees Twenty Crore Only) during the last three (3) consecutive financial years, as per the latest audited profit and loss account and balance sheet of the Applicant. Standalone Revenue from Operations of the company applying for the engagement will only be considered and not of groups companies or subsidiaries of the company. Revenue from Operations here means the Operating revenue that a company generates from its primary business activities, and it shall not include other income of the Applicant.

**Scanned copy of documents to be uploaded by bidders:**

A Certificate shall be issued by Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information with UDIN for Average Annual Revenue from Operations as per **Annexure – VA**.

- c) Net worth:** The net-worth of the Applicant shall be positive as per latest audited Balance Sheet of the Applicant. Net worth in relation to applicant shall mean net worth as per Companies Act of India, 2013.

**Scanned copy of documents to be uploaded by bidders:**

A Certificate shall be issued by Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information with UDIN for Net Worth as per **Annexure – VB**. The net-worth certificate should not be dated earlier than the date of publication of this tender document. A self-certified latest audited balance sheet(FY 23-24) of the bidder has also to be submitted along with the net- worth certificate.

- d) **Clientele Experience:** The Agency should have a minimum experience of at least 5 clients in the preceding 7 years (within period from 01 April 2017 to 31 March 2024) in handling Print Media/ Social-Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR). The Annual Revenue from Operations as per the latest audited profit and loss statement of each such client shall be equal to or more than INR 1000 Crores. It is to be noted that in case the Client of the agency is a Government Organization, then the condition of minimum Revenue from Operations of the Client is not applicable.

**Scanned copy of documents to be uploaded by bidders:**

The Bidder to submit the list of **Clientele Details as per Annexure VC**. A certificate from the Client, suggestive format of which is attached at **Annexure VII**, has to be submitted by the bidder for their all types of clients including Government Organizations. The Bidder should additionally enclose relevant documents like copies of work order, completion certificate, agreements, etc. supporting the details/data. The bidder also has to submit a self-certified latest audited profit and loss statement of the clients (except Govt. Organizations) having Annual Revenue from Operations equal to or more than INR 1000 Crores.

- e) **Experience:** The Agency should have experience in Public Relations (PR) and Digital PR, and should have been in existence for at least 10 (ten) years as of 31 March 2024. (Copy of affidavit/ Notarized Partnership Agreement / self- attested certificate of Incorporation//Trade License with proof of Incorporation).

**Scanned copy of documents to be uploaded by bidders:**

The Bidder to submit the list of Experience Certificate as per **Annexure VD along with the Certificate issued by Client**.

- f) **Professional Team Members to be deployed under contract:** The agency should submit details of the 4 professional team members (manpower/employee) having minimum years of experience as mentioned within clause 2 (D) of Scope of Work document.

**Scanned copy of documents to be uploaded by bidders:**

The Bidder to submit the list of personnel as per **Annexure VE** along with the CV of the professional team members as per **Annexure VI**.

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

**Scanned copy of documents to be uploaded by bidders:**

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

h) **GST Registration** (Not Applicable for Exempted Services):

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

**Scanned copy of documents to be uploaded by bidders:**

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.

**Note: -**

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

- i) **Legal Status of the Bidder:** The Bidder should be Company registered under Companies Act/ Individual/ Proprietorship firm/ Partnership firm/ LLP.

**Scanned copy of documents to be uploaded by bidders:**

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/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.

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 at **Annexure – IV** (Signed by all Partners of Partnership firm). For other category of Bidders acceptance of terms and condition through LOB complies this requirement.

k) **Letter of Bid (LoB):**

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 and submit Letter of Bid at the time of bid submission. **Any Bid not accompanied by a LoB shall be rejected by the employer as nonresponsive.**

**Scanned copy of documents to be uploaded by bidders:**

Letter of Bid signed by authorized signatory (**Annexure – II**).

l) **Pre-Contract Integrity pact**

Bidders are required to submit the pre-contract integrity pact as available in the Bid document (**Annexure – I**). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company and in case of Partnership Firms, all partners shall sign and submit the Pre-Contract Integrity Pact at the time of bid submission. Any Bid not accompanied by a Pre-Contract Integrity Pact shall be rejected by the employer as nonresponsive.

**Scanned copy of documents to be uploaded by bidders:**

Pre-Contract Integrity Pact signed by authorized signatory along with witnesses (**Annexure – I**).

**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 ATC of Bid document (**Annexure – IV**). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company and sign by all partners, in case of Partnership Firms.

**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.

**o) Undertaking to be accepted unconditionally for genuineness of information furnished online and authenticity of the documents uploaded online in support of his eligibility.**

The Bidders have to submit unconditionally the undertaking (**Annexure – III**) in the prescribed format on Bidder's letterhead regarding genuineness of information furnished online and documents uploaded, etc.

**Scanned copy of documents to be uploaded by bidders:**

Undertaking signed by authorized signatory (**Annexure – III**).

**p) Undertaking regarding relatives as employees of company, arbitration clause (In case of Partnership firm), CIPP etc.**

An undertaking (**Annexure – IV**) is to be given on Bidder's letterhead as per the format given in the bid document.

**Scanned copy of documents to be uploaded by bidders:**

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, arbitration clause (In case of Partnership firm), CIPP etc. (**Annexure – IV**).

**q) Undertaking regarding 'Class-I local supplier'**

The definitions of 'Class-I Local Supplier' and 'Local Content' are as follows:

- a. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
- b. '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.

**Scanned copy of documents to be uploaded by bidders:**

Verification of local content: The 'Class-I local supplier' shall be required to provide a self-certificate giving the percentage of local content. The certificate shall also indicate details of the location(s) at which the local value addition is made. The format for Local Content Certificate is given at **Annexure – XI** of the Bid document.

- 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.
- 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:**

- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Revenue from Operations in INR converted in accordance with the reference rate of the Reserve Bank of India/FBIL (published on its official website) as of the last date of the relevant financial year. In the event, the Reserve Bank of India did not publish the reference rate with respect to any currency in which the financial statements are recorded for any Applicant then the Bill selling rate of State Bank of India may be used for conversion rate.
- 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.

**4. ONE BID PER BIDDER**

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

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall



be debarred from participating in future tenders in CCL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter. In case of Partnership firm, the debarment shall also be applicable to all individual partners of Partnership firm 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.

## **5. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, negotiations, discussions, creative presentation etc. as may be incurred by the Bidder and the Employer will in no case be responsible or liable for those costs.

## **6. DELETED**

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

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

- i) Scope of Work/Bill of 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,
- vi) Pre-contract Integrity Pact,
- 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 date, which 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, correspondence relating to the Bid shall be in the English language.

## 11. BID PRICES

11.1. The Bidders shall offer for the whole Scope of work / Bill of Quantities (For a period of one year) in the bid and submit the break-up of the same in the format provided at **ANNEXURE- XII**. 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. The price quote should be filled on GeM portal in line with guideline as mentioned below:

	A	B	C	D= B x C
Consignee (s)	No of Resources as per role selected	Cost as (per person month) inclusive of all taxes	Number of month for which selected resources needs to be deployed during contract period	Total Price (INR) (Incl of all taxes)
1	<b>1(one)</b>	<b>To be submitted on GeM interface</b>	<b>12</b>	<b>Auto-populated by GeM portal</b>
	<b>Note: The (1) above includes all 4 persons &amp; equipment as mentioned in scope</b>	<b>Note: The quote to be submitted on GeM portal interface is per month cost (incl all taxes) for all 4 persons &amp; equipment as mentioned in scope</b>		

11.2. 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.

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 availed (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 CCL as per rule.

If CCL 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 CCL 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.

- 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.

- 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 (a) of ATC (ITB) of Bid Document.

#### **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.
- 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 in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d. 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.

- e. 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.
- f. For online submission of tender the Bidders will have to upload the following-
  1. **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 submit the Letter of Bid at the time of bid submission.

- ii) **Confirmatory Documents/Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document by the Bidder are to be uploaded in Cover-I.
- iii) **Price bid:** The Price bid containing the Bill of Quantity will be Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document. The Price-bids of the tenderers will have no condition. The rate to be quoted will be exclusive of GST but 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.
- iv) 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 GeM Contract with the following provision of penal action:

### **I. 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 CCL. 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 CCL. 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 H-1, the tender process shall go on.
- ii) If the Bidder withdrawing his bid is H-1, then re-tender will be done.

## **18. OPENING OF BID:**

### **18.1. For Two Part System – Opening of Technical Bid –**

18.1.1. 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.

18.1.2. All the documents uploaded by Bidder(s) including EMD exemption documents (if any) by bidder shall be downloaded after opening of Technical bid (Cover-I).

## **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. Evaluation and comparison of Bids will be done based on the QCBS Evaluation Criteria.
- II. Bidder securing the highest score based on the QCBS evaluation Criteria shall be selected for award of Contract.

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

- 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. If it confirms to all of the information/ declarations furnished by the Bidder 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 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 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). 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, and secure minimum technical marks as follows:

<b>Sl. No</b>	<b>Criteria</b>	<b>Max Score</b>	<b>Scoring Methodology</b>	<b>Score</b>
1.	Revenue from Operations: (Annual Average of last 3 financial years)	30	For Greater than equal to INR 20 Crores and less than INR 50 crores.	10
			Greater than equal to INR 50 Crores and less than INR 100 Crores.	20
			For INR 100 Crores or more.	30
2.	Net worth: (as per latest audited financial statement)	20	For Greater than INR 0 and less than INR 5 crores.	10
			Greater than equal to INR 5 Crores and less than INR 10 Crores.	15
			For INR 10 Crores or more.	20

3.	<p>Clientele: The Applicant shall have experience in handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR) of the Client.</p> <p><b>Note:</b> Only clients within period from 01 April 2017 to 31 March 2024 shall be</p>	20	For 5 Clients – 10 Marks	10
			For each additional client (over and above 5).	2 marks each



	considered. The Annual Revenue from Operations as per the latest audited financial statements of each such client shall be INR 1000 Crores or more. It is to be noted that in case the Client of the PR Agency is a Government Organization, then the condition of minimum Revenue from Operations of that particular Government Client is not applicable.			
4.	Experience: (Year shall refer to a period of 12 months and the period till March 31, 2024 shall be considered for calculation of experience)	5	For 10 Years' or more Experience.	5
5.	Certification a. ISO 9001:2015 b. ISO/IEC 27001:2022	5	a. 2 marks for ISO 9001:2015 b. 3 Marks for ISO/IEC 27001:2022 -	5
6.	Creative Presentation:	20	Subjective Evaluation.	Scoring pattern defined below

**Creative Presentation:**

As part of techno-commercial bid, the Agencies shall be required to make a Creative Presentation covering the roadmap of functioning and promotion of Corporate Communications and Public relations strategy for CCL. The presentation should clearly mention the implementation plan and strategy for PR makeover of CCL. The presentation should address the following key questions which shall carry the below markings for evaluation:

Key Theme	Maximum Marks
1) How will the agency convey the information about CCL's importance in the country's energy, economy and social sectors, achievements, milestones, developmental activities and any other positive components to <b>create a distinct corporate identity and Brand image</b>	4

2) What are the ways to strengthen CCL's image as a corporate that not only secures India's energy requirements but also as a leading entity that touches the lives of the countrymen in more ways than one, under its <b>corporate social responsibility umbrella</b>	4
3) How will the agency create a perception that CCL underpins as much importance for <b>environmental protection</b> as it does for its mining activities	4
4) The mechanism that the agency will adopt to showcase <b>CCL's diversification activities and CCL's positioning as an Energy Leader</b>	4
5) How the agency will reach out to the target audience with appropriate media mix, the underlining criteria being, deriving maximum benefit from such media used and the use of <b>internal communication tools</b> for employee communications	4

### 19.3. Method of Selection

#### Quality (70%)-cum-Cost (30%) Based Selection QCBS 70:30

**The technical proposal weightage will be given of 70%.** The technical qualification evaluation method is indicated in the bid document. The price bids of only those agencies shall be opened who qualify technically (i.e., who obtain at least 70 marks, the minimum marks required to qualify technically).

The proposal with the lowest cost may be given a financial score of 100. All other proposals will be given financial score that are inversely proportionate to their prices.

**The financial proposal shall be given weightage of 30%.**

For working out the **combined score**, the employer will use the following formula:

- i. Overall Score =  $[[X_t.(T/Thigh*100) + X_f.(Clow/C*100)]]$ ,
- ii. where, T= Total technical score awarded to the Service provider
- iii. Thigh= Highest technical score achieved for the bid
- iv. C= Price offered by the service provider
- v. Clow = The lowest of all price offered (L1 price)
- vi. Normalized technical score =  $(T/Thigh * 100)$
- vii. Normalized Financial Score =  $(Clow/C*100)$
- viii.  $X_t$  = Weightage for technical evaluation (70% in this tender)
- ix.  $X_f$  = Weightage for financial evaluation (30% in this tender).
- x. The proposals will be ranked in terms of Overall score secured. The proposal with the highest overall score (H-1) will be considered for award of contract and may be called for negotiations, if required.

If the Rank 1 bidder refuses or fails to accept the Work Order within Ten days, or willfully violates the bid process, the next higher responsive bidder will be proposed to accept the Work Order at the rates offered by the Rank 1 bidder.

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

Tender Evaluation – QCBS – 70: 30

#### Note:

CCL shall evaluate the technical proposal on the basis of eligibility criteria (qualification criteria) and scoring methodology given above. The cumulative score on technical parameters (excluding Creative Presentation) should not be less than 56 out of 80 to be eligible for Creative Presentation.

Bidders qualified as per the eligibility criteria and scoring methodology detailed above would be required to make a Creative Presentation before the evaluation committee of CCL. Minimum marks in Creative Presentation required is 14 out of 20. Agencies scoring less than 14 in Creative Presentation shall be disqualified. The Agencies getting cumulative score of 70 marks or more out of 100 shall proceed to the next step of price-bid opening.

To summarize, Agencies scoring 56 or more out of 80 in technical eligibility scoring and 14 or more out of 20 in Creative Presentation and cumulatively scoring 70 or more out of 100 will be shortlisted for Price- bid opening. All the above conditions shall be satisfied for being shortlisted for Price-Bid Opening.

Further, the Applicant is liable for disqualification in case the Applicant is unavailable for Creative Presentation or fails to submit Creative Presentation as part of techno-commercial bid.

The date, location and time of Creative Presentation shall be intimated after opening of Techno-Commercial Bids. It is responsibility of the Applicant to be available for Creative Presentation at the communicated location. CCL shall in no way be responsible for absence of the Applicant during Creative Presentation and the Applicant is liable for disqualification from the tendering process in case the Applicant is unavailable for Creative Presentation.

**Note:** *The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.*

- A. 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 at the date and time intimated through GeM Portal as per Portal functionality.
  - B. 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).
  - C. The price bid shall be given a weightage of 30% and technical evaluation shall be given a weightage of 70%. The combined score of technical proposal (70%) and Price bid (30%) will determine the H1, H2, H3(Highest bidders) and so on.
- 19.4. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the scanned documents uploaded by Bidder and after evaluation of the reasonableness of highest scorer rates.

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

- 19.5. After competent approval and financial concurrence of TCR, the contract will be generated on GeM portal.

19.6. (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 H-1 Bidder backs out (i.e. Techno commercially established H-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.

**Note:** 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 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 GeM Portal 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.

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 highest scorer, 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. H1 will be decided on the basis of QCBS.

## **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 highest scorer, 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 19.

## **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**

- l) 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 H1 bidder, who is techno-commercially responsive and on whom the contract would have been placed, but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of

capacity or unworkable rates. The circumstances where negotiations may be considered could be:

- A. Where the procurement is done on nomination basis;
  - B. Procurement is from single or limited sources;
  - C. Procurements where there is suspicion of cartel formation which should be recorded; and
  - D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardize essential operations, maintenance and safety, negotiations with H1 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 CCL 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 H1, in order to arrive at an acceptable rate, shall amount to 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, 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 and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal. 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 H-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 H-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.

#### **24.3. Award of work to multiple H1 bidders:**

- i) If there are more than one H1 Bidder, selection of H1 may be decided based on the lowest quoted offer among the H1 bidders.

#### **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 GeM Portal issuing of GeM Contract.

26.2. 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).

#### **27. PERFORMANCE SECURITY/SECURITY DEPOSIT**

Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest.

For details refer Security Deposit/ Performance Security Clause Conditions of Contract.

#### **28. Legal Jurisdiction**

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

## **29. Downloading bid document**

- i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.
- ii) The bid document as available online on the GeM Portal shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

## **30. 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 at the time of bidding.

## **31. Change in the Constitution of Contracting Agency**

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

## **32. Miscellaneous**

31.1. The bidders should read the bid document properly and carefully. They should avoid quoting absurd rates.

31.2. Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, 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

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

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

Explanation--

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

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

another in dealings with third person.

### **34. Code of 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:

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

# **FORMATS / ANNEXURES**

**ANNEXURE – I (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.

#### **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-Contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- 9) The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

### **Section 10 - Other provisions**

- 1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.
- 3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.
- 4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

### **Section 11- Facilitation of Investigation**

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

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

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

### **Section 13- Other Legal Actions.**

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

(For & On behalf the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Sign & Name & Address)

Witness 1:  
(Sign & Name & Address)

\_\_\_\_\_

\_\_\_\_\_

Witness 2:  
(Sign & Name & Address)

Witness 2:  
(Sign & 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 CCL 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 authorize 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 FOR LETTER OF BID)**

PROFORMA OF LETTER OF BID TO BE SUBMITTED BY BIDDER IN THEIR  
LETTER HEAD

To,

The Tender Inviting Authority.  
Central Coalfields Limited

Sub: Letter of Bid for the work **“Hiring of Social Media Agency for Central Coalfields Limited”**

Ref: No.:

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 fulfil 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.

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 of Conditions of Contract, Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to” cancel the award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months”.

Yours faithfully,

Signature of Bidder with Seal

**ANNEXURE – III (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)**

PROFORMA OF UNMDERTAKING TO BE SUBMITTED BY BIDDER IN THEIR LETTER HEAD

We solemnly declare that:

1. I/We am/are submitting Bid for the work “**Hiring of Social Media Agency for Central Coalfields Limited**” against Ref. No CCL/NIT/2025/PR/275, **Dated: 14.02.2025** 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. **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.)
7. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Yours faithfully,

Signature of Bidder with Seal



ANNEXURE – IV (PROFORMA 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, arbitration clause (in case of partnership firm), 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 Central Coalfields 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. We,.....(Name of Partners of Partnership Firm), partners of .....(Name of Partnership Firm) hereby consent to abide by the relevant provisions of Conditions of Contract of SLA / Bid Document pertaining to arbitration.

**(Applicable in case of Partnership firm and signed by all partners of Partnership firm).**

5. \*\*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.

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

7. \*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**

Yours faithfully,

Signature of Bidder with  
Seal/In Case of Partnership  
firm, sign by all partners

**ANNEXURE – VA: DETAILS OF REVENUE FROM OPERATIONS OF THE APPLICANT**

**(On the Letter Head of Practicing Chartered Accountant)**

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s.

\_\_\_\_\_ (Applicant). We hereby certify that M/s \_\_\_\_\_ (Applicant) has Revenue from Operations as per last three audited financial statement as stated below:

**Details of the Revenue from Operations of the Entity:**

Sl. No.	Name of Entity	Financial Year	Revenue from Operations (INR)
1			
2			
3			
Average			

*Note: Revenue from Operations here means the Operating revenue that a company generates from its primary business activities and it shall not include other income of the Applicant.*

Place:

Signature:

Date:

Name of the Partner / Proprietor:

Membership No.:

UDIN:

Seal of the Practicing Chartered Accountant:

**ANNEXURE – VB: DETAILS OF NET WORTH OF THE APPLICANT**

**(On the Letter Head of Practicing Chartered Accountant)**

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_(Applicant). We hereby certify that M/s\_\_\_\_\_ (Applicant) has Net Worth as per last audited balance sheet of the Applicant as stated below:

Net Worth of the Applicant (in INR) as per latest audited balance sheet (Financial Year starting 23-24)of the Applicant.

Name of the Applicant: [•]

Place:

Signature:

Date:

Name of the Partner / Proprietor:

Membership No.:

UDIN:

Seal of the Practicing Chartered Accountant:

**ANNEXURE – VC: CLIENTELE DETAILS**

Details of Clients in the preceding 7 years (within period from 01 April, 2017 to March 31, 2024) in handling Print Media/ Social-Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR).

Sl. No	Name of the Client	Period of Work	PO/LOA/ contract Reference#	Type of Work Done	Documentar y Evidence Client Certificate (Yes/No)	Whether Client is a Governme nt Organisati on (Yes/No)	Whether Revenu e from Operatio ns of Client Greater than or Equal to INR 1000 Crores (Yes/No)	Documentar y Evidence Latest Audited Profit & Loss Statement of Client Attached (Yes/No)
		Date to Date						

(Sign. & Seal of Authorized Signatory)

Date:  
Place:

**ANNEXURE – VD: EXPERIENCE DETAILS**

**Number of Years of experience of the Applicant as on March 31, 2024**

Date of Incorporation	No. of years of Experience of the Applicant as on March 31, 2024	Documentary Evidence (certificate of Incorporation or any other relevant document with proof of Incorporation/Registration)

Date:  
Place:

(Sign. & Seal of Authorized Signatory)

**ANNEXURE – VE: DETAILS OF PROFESSIONAL TEAM MEMBERS  
TO BE DEPLOYED UNDER CONTRACT**

Details of Professional Team members with experience in Print Media/ Social-Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR)

<b>Sl. No.</b>	<b>Name of the Personnel</b>	<b>Number of Years of Experience in PR/ Media</b>	<b>Type of Work Done with name of the Client</b>	<b>Education</b>	<b>Whether CV Attached (Yes/No)</b>

**Note:**

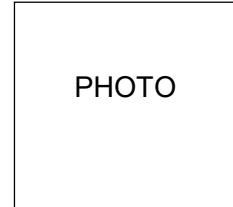
1. CV of the above Personnel to be attached as per format given in Annexure – VI
2. Submission of Experience and other relevant certificates of the manpower to be deployed will be the responsibility of the agency. Duly certified relevant documents like Experience certificate / Appointment letter / Form-16 and other relevant documents in support of experience / employment of the manpower to be deployed will be submitted by the bidder.

Date:  
Place:

(Sign. & Seal of Authorized Signatory)

**ANNEXURE-VI: FORMAT FOR CURRICULUM VITAE (C.V) OF THE PROFESSIONAL TEAM MEMBERS**

1. Name :
2. Father's Name :
3. Date of Birth :
3. Number of Years of Experience in the field of PR :
4. Qualifications: :
5. Details of Experience : (including experience in present organization)



Name of Organisation / Company	of /	Designation / Position hold	From (date)	To (date)	Nature of Jobs/ work handled
--------------------------------	------	-----------------------------	-------------	-----------	------------------------------

- (i)
- (ii)
6. Details of Completed Assignments
- (i)
- (ii)

Signature:  
Date:  
(Countersigned by the authorized representative of Bidder)



**ANNEXURE – VII: CERTIFICATE FROM CLIENT**

**(On the Letter Head of Client)**

**(SUGGESTIVE FORMAT)**

**Ref. No:**

**DATED:**

**[TO WHOMSOEVER IT MAY CONCERN]**

This is to certify that, M/s \_\_\_\_\_(Bidder) have provided services of handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR) under contract(s) mentioned below as under:

Sl. No.	TYPE OF SERVICE	CONTRACT (S) REF. NO AND DATED	PERIOD OF SERVICE (FROM-TO)	REMARKS (IF ANY)

This certificate is issued at the request of M/s \_\_\_\_\_(Bidder for the purpose of participating in tender/s.

Place:  
Date:

(Signature of Authorized Person with Full Address)

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

To

.....  
.....

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

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance..... dated..... (herein after called the said contract) with ..... (name of the Company) (hereinafter called “the Company”) to execute ..... (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs.....as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its Branch/Office at..... have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

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

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

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

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

the period of the Bank Guarantee failing which it shall pay to the Company the said sum of ..... or such lesser amount of the said sum of..... as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of .....and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to 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 of relieving or discharging the Guarantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)  
(Name)  
(Designation)  
(Code)  
(Address)

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

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

**ANNEXURE – X: FORMAT FOR NO DEMAND CERTIFICATE**

**NAME OF PACKAGE:**

**LETTER OF AWARD/ NOA/CONTRACT NO. :**

**NAME OF CONTRACTOR:**

**DATED:**

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Central Coalfields Limited. in respect of our aforesaid Contract No..... dated.....including amendments, if any, issued by Central Coalfields Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Central Coalfields Limited under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of Central Coal Fields Limited. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place:  
Date:

Signature:  
Name:  
Designation:

**ANNEXURE – XI: FORMAT FOR LOCAL CONTENT CERTIFICATE**

To,  
.....

Date:.....

Certificate of Local Content as per Public Procurement (Preference to Make in India)  
Order, 2017  
(as amended from time to time)

Ref. No.

I ..... having registered office at ..... hereby confirm that the percentage of local content in the offered item 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).

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

- 1.
- 2.
- 3.

Place:Date:

Signature:

Name: Designation:

**ANNEXURE – XII: FORMAT FOR BOQ or PRICE BREAK-UP**

<b>Work: Hiring of Social Media Agency for Central Coalfields Limited</b>				
<b>A</b>	<b>Manpower deployment</b>	<b>Qty</b>	<b>Annual Base Price (Excl. GST) (in Rs.)</b>	<b>Total Annual Amount (Excl GST) (in Rs.)</b>
1	Social Media Manager	1		
2	Content Writer	1		
3	Graphic Designer Cum Animator	1		
4	Video Editor cum videographer cum photographer	1		
<b>B</b>	Software/Equipment/Subscription & Others	As per details mentioned at clause 2 (E) of Scope of work document		
			Sub-Total(Excl. GST)	
			GST@18%	
			Total Quoted price against Bid / Grand Total (Incl. GST)	

**Note:** This duly filled in Annexure needs to be uploaded within part-2 (Price bid) section of GeM portal.