

**ADDITIONAL TERMS AND CONDITIONS
(INSTRUCTION TO BIDDER)**

1. SCOPE OF BIDDER

1.1 The **Central Coalfields Limited** (referred to as Employer in these documents) invites bids for the work as mentioned in the Notice Inviting Tenders (NIT). The Bidders should submit bid for the whole work mentioned in the NIT.

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 ATC. In a tender, a Bidder shall participate in one bid only.

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

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

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1 Eligibility criteria to qualify for award of the contract –

- A. **Bid security/earnest money deposit:** Earnest Money/ Bid Security is 1.25 % of annualized value of estimated cost or estimated cost, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs.

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

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	Argada Area
	Bank A/C no. of beneficiary	11447812016
	Customer ID/CIF no of beneficiary	
	Department	Area Accounts Office
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	Argada, PO- Argada, Ramgarh, Jharkhand- 829101
	SFMS Code/ IFSC Code	SBIN0004896
	In case of Foreign BG Swift Code	

Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.

The EMD of rejected Bidders will be refunded at any stage (except the cases where EMD is to be forfeited).

The Bid Security / EMD of successful Bidder may be retained and adjusted with

Performance Security / Security Deposit at Bidder's option.

The Bid Security/Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any;
- c) Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12 (twelve) months.

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

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

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

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

[Note:

1. Please refer relevant clause of GeM GTC for EMD/Bid Security regarding Exemption.
2. Bidder to submit Mandate form for Electronic Fund Transfer / Internet Banking Payment provided in ATC]

B. Work Experience: Not applicable.

C. Working Capital: Not applicable.

D. Permanent Account Number (PAN): The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information through BSC:

Confirmation regarding possessing of Permanent Account Number (PAN) issued by IncomeTax department, Govt. of India in the form of Yes / No.

Scanned copy of documents to be uploaded by bidders:

PAN CARD of the bidder

E. Goods and Services Tax (Not Applicable for Exempted Services)

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

Information to be furnished in Bid Submission Confirmation Sheet:

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

Supporting Documents to be uploaded online:

The following documents depending upon the status w.r.to GST:

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

F. Fleet Requirement:

The Bidder is required to accept unconditionally in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet to deploy matching vehicle as per NIT either owned or hired.

Note:

The age of the vehicle/s as on the date of opening of tender shall be as given below:

Sl. No.	Type of Vehicle	Maximum age of Vehicle, as on the date of deployment as per contract. Age of vehicle shall be counted from the date of 1 st registration of the vehicle.
1	Car/Jeep/covered Jeep/Ambulance	03 years
2	Bus/Mini Bus/Truck/Mini Truck/Pick-up Van/Explosive van/ Diesel Tanker/Water tanker/Water sprinkler	05 years

- i) The bidder should either own the vehicle/s or have a hiring agreement with the owner(s) of vehicle/s which is/are offered to be engaged or proposes to engage completely, or in combination. The vehicle/s should be registered under commercial category.
- ii) The bidder should agree to deploy the vehicles along with all statutory certificates from transport authority at the time of deployment after receipt of LOA.

G. Legal Status of the Bidder:

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

Supporting Documents to be uploaded online:

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

- (a) Affidavit or any other document to prove Proprietorship/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 for the authority to submit the bid on behalf of the Bidder.

H. 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 and signed by all Partners of Partnership Firm. For this a general form of undertaking has been specified in ATC. For other category of Bidders acceptance of terms and condition through LOB complies this requirement.

I. Letter of Bid (LOB):

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

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

Confirmation in the form of YES/NO regarding submission of the Letter of Bid as per format.

J. Integrity pact (applicable for tendered value >Rs 2.00 crore)

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

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

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

K. Code of Integrity for Public Procurement (CIPP)

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

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

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

L. 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 subcontracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

M. 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 accept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online, documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission.

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

Confirmation in the form of YES/NO regarding submission of the undertaking as per format.

N. Undertaking regarding relatives as employees of company, arbitration clause (In case of Partnership firm/company), Local supplier status of the bidder, CIPP etc.

An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

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

Confirmation in the form of YES/NO regarding submission of the undertaking as per format.

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, arbitration clause (In case of Partnership firm/company), Local supplier status of the bidder, CIPP etc.

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

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

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

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

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

- (a) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- (b) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- (c) 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

- (d) 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (e) 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

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

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

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

- (a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- (b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

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 in proof of the qualification requirements; and/or on account of debarment as applicable.

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.

4.2 Deleted

5. COST OF BIDDING

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

6. SITE VISIT

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

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

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed below as issued online by the

Employer and addenda issued in accordance with Clause 9:

The following documents shall constitute the contract documents:

1. Scope of Work.
2. Additional Terms and Conditions (Instructions to Bidders & Conditions of Contract).
3. GTC as per Bid Document on GeM,
4. Bill of Quantities.
5. Forms of Securities and form of Article of Agreement.
6. Pre-contract Integrity Pact (if applicable)
7. Proforma for e-Mandate
8. Guidelines for Banning of Business.
9. Other documents, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Pre-bid meeting, if required, after publication of Tender may take place. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal.

8.2 The Bidder may seek clarification online within the specified period as per GeM Portal. The Department will clarify as far as possible the relevant queries of Bidders.

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 NIT

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

10. LANGUAGE OF BID

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

11. BID PRICES

11.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

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

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 including GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor. However, in case Contractor is GST unregistered Bidder/dealer or GST registered under composition scheme in compliance with GST rules, the Bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/Bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

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

11.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

11.6 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

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

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

14. BID SECURITY/EARNEST MONEY DEPOSIT

Please refer Additional Terms & Conditions (ATC) of GeM 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 all the GeM Service Level Agreement,

Conditions of Contract of Bid Document including GeM GTC, Terms & Conditions, Integrity Pact, if applicable and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

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

- e. The Bidder will have to make the payment of EMD.

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

- f. Deleted.

- g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as per relevant provision of GeM GTC.

- h. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.

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

1. For single Part System- All the confirmatory documents as prescribed in the NIT and TPS (if applicable) as per GeM.

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

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

ii). Confirmatory Documents: All the confirmatory documents as enlisted in the ATC is to be uploaded as per GeM.

iii). Price bid: The Price bid containing the Bill of Quantity will be Item Rate BOQ and the Bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e., Cost to company). The Price-bids of the tenderers will have no condition. The 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 NIT 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.

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 WILL BE DEALT AS PER GEM PORTAL CONDITIONS

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded on production of supporting evidence regarding submission of EMD. 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 work order/LOA with the following provision of penal action:

I. For single Part System-

The penal actions are-

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. 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 work order/LOA with the following provision of penal action:

I. For One Part System- The penal actions are-

1. The EMD will be forfeited and
2. The Bidder will be debarred for minimum one year from participating in tenders in CIL/Subsidiary.

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

- i). If the Bidder withdrawing his bid is other than L-1, the tender process shall go on.
- ii). If the Bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

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

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

i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment shall be followed for taking above penal action.

ii. Penal action against clauses above will be enforced from the date of issue of such order.

iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

18. OPENING OF BID:

18.1 For single Part System- Opening of Bid-

18.1.1 On scheduled date & time of tender mentioned in the GeM Bid Document and the tender will be open by the bid opener as per GeM Portal Requirement.

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

19. EVALUATION OF TENDER:

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

19.2 Evaluation of Tender-

I. For single Part System:

- A. After opening of bid, the documents submitted by L-1 Bidders enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 Bidder through Bid Submission Confirmation Sheet. If the L-1 bidder complies with the eligibility requirement as per Bid Document, then the bidder will be considered eligible for award of contract.
- B. In case the L-1 bidder fails to comply the eligibility requirement as per Bid Document or backs out (i.e. Techno commercially established L1 bidder), then his bid shall be rejected and EMD/Bid Security of L-1 bidder will be forfeited. The tender shall be cancelled and retendered. No recycle of the any documents will be done.
- C. The tender will be evaluated on the basis of documents uploaded by L-1 Bidder online. The L-1 Bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. Deleted.
- E. Deleted.
- F. Deleted.
- G. In case the L1 Bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- H. Deleted.
- I. Deleted.
- J. Deleted.
- K. Deleted.
- L. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in the Bid Document.

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

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE Bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees.
- b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

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

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

Quote

Subject: Clarification regarding Public Procurement Policy-Applicability to Works Contract reg.

Kindly refer to your e-mail dated 13.06.2018 along with letter No. GAIL/ND/C&P/CO/MSME /2018-19/01/Rem on the subject cited above.

In this context, it is to inform that Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 supersedes all previous order/circular/letter issues by this office relating procurement of goods and services and also to inform you that as per PP Policy-2012, Works contract are not covered under PP Policy.

Unquote

B. Procurement Preference to Make in India

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

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

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

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

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

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

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class- I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

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

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

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

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

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

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

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

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

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

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

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

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

IV. Verification of local content:

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage

of local content.

c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.

d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) False declarations will attract debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

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

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

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

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

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

V. Reciprocity Clause

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

2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

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

The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any tender, may or may

not be Class-I local suppliers. suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

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

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

- (i) L-1 is “MSE Class-I local Supplier” - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is “Non-MSE but Class-I local supplier” - purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is “MSE but non-Class-I local supplier” - purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is “Non-MSE non-Class-I local supplier” - purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for “50% of the tendered quantity minus quantity allotted to MSEs above” as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder.

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

- (i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.
- (ii) L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e., L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is “MSE but non-Class-I local supplier” or “non-MSE but Class-I local supplier” - Contract is to be awarded to L1.

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

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

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.

iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered. This provision shall continue till e-Procurement portal is customized to take care of Bidder wise evaluation.

19.3 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility by evaluation of the scanned documents uploaded by Bidder in support of the information furnished by them in Bid Submission Confirmation Sheet and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

Nobody outside the TC should be allowed to determine this evaluation. Even if an external expert's advice and report is obtained, it is still the responsibility of the technical member(s) in particular and the TC in general to accept/ reject or modify the evaluation contained in such a report/ evaluation.

No criteria shall be used for evaluation of tenders that cannot be verified or not stated in the tender document, with the exception of provisions of laws in force. No hearsay information or hitherto undeclared condition should be brought in while evaluating the tenders. Similarly, no tender enquiry condition (especially the significant/ essential ones) should be overlooked/ relaxed while evaluating the tenders. The aim should be to ensure that no tenderer gets undue advantage at the cost of other tenderers and/ or at the cost of Procuring Entity. Information relating to evaluation of tenders and the Tender Committee's (TC's) deliberations should be confidential and not be shared with persons not officially connected with the process.

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

19.4 After competent approval and financial concurrence of TCR, the work order to the L-1 Bidder will be issued and the scanned copy of the LOA/Work Order shall be sent to the Bidder through registered/speed post/email.

19.5 (A) **Logical End of online created Tender:** Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work on e-Procurement portal in online mode or the tender is cancelled/ retendered online.

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

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

20. CLARIFICATION OF BIDS: As per clause 14 of chapter 2 of e-procurement works & services Manual.

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 to Bidders or any other persons not officially concerned with such, however, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

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

submission of Confirmatory documents within prescribed time.

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

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

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

23. EVALUATION AND COMPARISON OF BIDS

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

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

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

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

If L1 bidder gives rebate Suo-moto than the same may be recorded on GeM Portal using the tab of "Negotiation with L1 bidder" due to non-functionality for recording of Suo-Moto Rebate given by L1 bidder. The use of Tab of "Negotiation with L1 Bidder" for recording of Suo-Moto rebate given by L1 bidder is not a Negotiation.

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

24. AWARD CRITERIA

Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a. eligible in accordance with the relevant provisions of ATC of Bid Document.

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

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

the affected Bidder or Bidders of the grounds for the Employer's action.

25.2 (A) Negotiations

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

- a) Where the procurement is done on nomination basis;
- b) Procurement is from single or limited sources;
- c) Procurements where there is suspicion of cartel formation which should be recorded; and
- d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardize essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

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

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

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

- a) Negotiations must be carried out by the CA or TC only;
- b) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in ATC, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
- d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure provided in ATC; 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 ATC. 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 time as per GeM Portal to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

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

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

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

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

ii) If there are more than one lowest Bidder & splitting up of the work is not considered necessary, the run L1 Tab of GeM Portal shall be used to identify the L1 bidder.

All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.

The tender committee submits final recommendations in detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associate finance.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

26.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM Portal prior to expiration of the Bid validity period. The communication of LOA through e-mail shall be mandatory.

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

(here in after and in the Contract called "the Contract Price").

26.2 The notification of LOA will constitute the formation of the Contract.

Note: The Issue of LOA will supersede the Contract Generated on GeM Portal.

26.3 The work order shall be issued by GM (E&M), CCL HQ or as the case may be for the contracts, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:

- a. Time schedule for Execution of Formal written Agreement.
- b. Any other salient detail as per standard format (to be decided at Subsidiary level).
- c. The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 30 days of issue of LOA. When contractor starts the work and continues with it, as specified in the LOA, the department [GM(E&M) / Staff Officer(E&M)/ as the case may be], on the written request of the contractor, may extend up to 30 days period of execution of agreement. Any extension thereafter shall be with the approval of concerned Director when the work is awarded from Hd. Qtr. with the approval of Director or higher authority and GM, Area when the work is awarded with the approval of GM, Area

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

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

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

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

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

27. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist Performance Security to be submitted at award of work and

The Security Deposit shall bear no interest.

For details refer Clause No. 4 of Condition of Contract

28. Employment of Labour:

28.1 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed CLC minimum Wages.

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

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.
2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes. In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.

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

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

29. Legal Jurisdiction

Matters relating to any dispute or difference arising out of this tender before issue of LOA shall be subject to the jurisdiction of District Court of the place of invitation of tender and for subsequent contract after issue of LOA, shall be of district court where the subject work is to be executed.

30. Downloading bid document

i) The Bidders will download the Bid documents from the GeM Portal. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason

whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

ii) The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.

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

31. e-Payment

The Bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful Bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

32. Integrity Pact (Not Applicable)

32.1 Code of Integrity for Public Procurement (CIPP)

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

33. 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.

34. Miscellaneous.

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

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

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

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

Note: For e-tendering, refer Instruction to Bidders under Services Manual for e-tendering.

35. 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.

not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a

procurement process.

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

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

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

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

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

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

Explanation--

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

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

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

Sl. No.	Eligibility Criteria	Information to be furnished by Bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by in support of information/ declaration furnished by the bidders against Eligibility Criteria as Confirmatory Document
1.	Bid Submission Confirmation Sheet	Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format under Section “ Bid Confirmation Sheet for Technical Evaluation ”. The bid submission confirmation sheet provided by buyer in .xls format. (Note: - No Tampering in the format of uploaded Bid submission Confirmation Sheet is to be done by Bidder. If the uploaded Bid Submission Confirmation Sheet by the Bidder is found tampered, the Bid of the Bidder Shall be rejected.)	The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet. Any Bid not accompanied by a Bid Submission Confirmation Sheet at the time of bid opening shall be rejected by the employer as nonresponsive.
2.	Bank Mandate	Confirmation in the form of Yes/NO for possessing the supporting documents	Bidder to submit Mandate form for Electronic Fund Transfer / Internet Banking Payment provided in ATC
3.	Code of Integrity for Public Procurement (CIPP)	Confirmation in the form of Yes/NO for possessing the supporting documents	Bidders are required to accept the CIPP as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement.
4.	Public Procurement (Preference to Make in India) for “Local supplier”	Confirmation in the form of Yes/NO for possessing the supporting documents	i) If the estimated value of Procurement is less than or equal to Rs.10 crores, the ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ shall indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier’ / ‘Class-II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
5.	An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm, local supplier status of the Bidder etc. as per the format given in <u>Annexure IX</u> .	Confirmation in the form of Yes/NO for possessing the supporting documents	Bidders are required to submit the duly filled Undertaking as per format given at Annexure IX.

6.	FLEET REQUIREMENT: The Bidder is required to deploy matching equipment's as per NIT either owned or hired	Confirmation in the form of Yes/No as unconditional acceptance in GTE	NIL
7.	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	Any one of the following documents: 1. Affidavit or any other document to prove proprietorship/ Individual status of the Bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of Bidder 4. Board Resolution, Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder.
8.	Valid Permanent Account Number (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India
9.	Goods and Services Tax (Not Applicable for Exempted Services) The Bidder should be either GST Registered Bidder under regular scheme OR GST Registered Bidder under composition scheme OR GST unregistered Bidder	1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.	The following documents depending upon the status w.r.to GST: a) Status: GST registered Bidder under regular scheme: Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. OR c) Status: GST unregistered Bidder: Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India. 1. If turnover of Bidder exceeds exemption / threshold limit, the Bidder must have GST registration as per GST Act and rules.
10.	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in <u>Annexure VII & VIII.</u>	Confirmation in the form of Yes/No for unconditional acceptance in GTE	NIL

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder in BSC/online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
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- The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP/CLIP) of CIL/CCL(www.coalindia.in)(www.centralcoalfields.in) within 30 days of issuance of work order and will have to enter and update periodically the following details in the portal:
- Work Order details.
- Details of Contractor workers and payment of wages in respect of each Work Order each month.

• **Additional performance security: (APS)**

If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Additional performance security shall be applicable if the bid price is below 15% of the estimated price. The amount of such additional performance security shall be the difference between 85% of the owner's estimated price and quoted price.

Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract. APS will be calculated considering the price quoted by bidder for Hiring and GST only excluding Diesel.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

b) Retention Money to be recovered from running bills.

Retention Money:-All running on account bills shall be paid at 97% (Ninety-seven percent) of work value (Hiring Charges including all expenses and taxes, but excluding cost of Diesel & GST). The balance 3% shall be treated as retention money and will be second part of security deposit.

- The security deposits shall bear no interest.
- The retention money (second part of bid security) may be released after completion of work and taking over by department as per Time line stipulated for release of performance security in GeM GTC.
- The other terms and conditions not covered under this tender document will be governed as per Manual for e-Procurement of works & Services and other relevant manual of Coal India Limited.

PRE-CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)

DELETED

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

DELETED

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

DELETED

ANNEXURE-III

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S

(To be signed on Plain Paper)

To

Tender Inviting Authority,

Central Coalfields Limited

Sub: Declaration towards CIPP by Bidder

Ref: NIT No.:

Dear Sir,

I, Sri,, proprietor, representative, partner ofI / We,

Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of
M/s Solemnly declare that:

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 2:

(Name & Address)

(Name& Address)

Code of Integrity for Public Procurement (CIPP)

1. Introduction

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

2. Code of Integrity for Public Procurement

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

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: 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.

The Bidders shall comply the above provision of “Conflict of Interest” and an undertaking (Annexure VIII) with respect to Clause No. d & e above to be accepted in GTE.

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

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

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition

mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

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

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

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

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

ANNEXURE-IV

BANK GUARANTEE FOR PERFORMANCE SECURITY

(This format shall supersede over format provided by GeM Portal)

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) (herein after 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without

consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

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

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

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

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

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

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

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

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

** The validity of the Bank Guarantee shall be for a period of “one year” or “ninety days beyond the*

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

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

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

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour ofCoalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii)(Company name) has chosen(Bank name) and(Bank name) to act advising/beneficiary bank of (Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	Argada Area
	Bank A/C no. of beneficiary	11447812016
	Customer ID/CIF no of beneficiary	
	Department	Area Accounts Office
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	Argada, PO- Argada, Ramgarh, Jharkhand- 829101
	SFMS Code/ IFSC Code	SBIN0004896

- i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the(Bank name) (IFSC-_____) or(Bank name) (IFSC-_____), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _____ to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.
- iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of Coalfields Limited at(as the case may be) by Speed Post /Registered Post (AD).

Deleted

ANNEXURE-VI

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder: _____

2. Address of the Bidder: _____

City _____ PIN Code _____

E- Mail Id _____

Permanent Account Number _____

3. Particulars of Bank

Bank Name		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	Savings	Current	Cash Credit
Account Number(as appearing in the cheque book)			

Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank

ANNEXURE-VII

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

FORMAT OF “Letter of Bid” (for Works & Services Tenders)

To,

The Tender Inviting Authority.

Central Coalfields Limited

Sub: Letter of Bid for the work “Monthly Basis Hiring of 02 Nos. of School Bus of any model (of minimum 52-Seater), Mileage 3.5 Km for 03 Years i.e., 36 months. The Fuel Reimbursement on actual running basis as per Monthly KM Run restriction of the respective 02 Nos. of School Buses as mentioned below:

1. School Bus-1 for Sirka Colliery: 2250 Km/month with Mileage@3.5Kmpl.
2. School Bus-2 for Sirka Colliery: 2900 Km/month with Mileage@3.5Kmpl.”

Ref: 1. NIT No.: (P.E.(E&M)/AA/Sirka/GEM ATC/24-25/01

Dated: 28.03.2025)

Dear Sir,

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

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Coalfields Ltd.

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

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

FORMAT OF UNDERTAKING

We solemnly declare that:

NIT No.: (P.E.(E&M)/AA/Sirka/GEM ATC/24-25/01, Dated: 28.03.2025) and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

1. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
2. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
3. I/ We hereby authorize department to seek references / clarifications from our Bankers.
4. 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.
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.
6. I/We do not have Business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries**
 - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.
 (Where applicable, evidence of Competent Authority shall be attached.)
9. We hereby confirm that we shall deploy matching equipment, dumpers, tippers etc. of required capacity as per NIT either owned or through hiring.
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document

ANNEXURE-IX

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

PROFORMA FOR UNDERTAKING

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

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

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

OR

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

- a) Name of the employee
 - b) Place of posting
 - c) Department
 - d) Designation
 - e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.
2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

* Delete whichever is not applicable.

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

Or

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

** Delete whichever is not applicable.

4. We,.....(Name of Partners of Partnership Firm), partners of(Name of Partnership Firm) hereby consent to abide by the relevant provisions of GeM GTC pertaining to arbitration.

(Applicable in case of Partnership firm)

Note: This Document signed by all partners of Partnership firm

**5. We certify that the works/services offered by us against the tender for the work.....
, meet the minimum local content requirement and has local content:**

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

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

*Delete whichever is not applicable.

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

6. Deleted

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

OR

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

**Delete whichever is not applicable.

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

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

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

Or

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

from to.....

*Delete whichever is not applicable

- 10.If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and allpartners of the firm etc from Bidding, as per the tender document.

Invitation and Declaration for Negotiations

(Refer Para 25(A) OF ITB)

Invitation for Negotiations

(On letterhead of the procuring entity)

No: _____

Dt: _____

To M/ s _____

Registered A/ D

Sub: Tender No ----- opened on -----for the supply of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at (venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,

Enclosure:

(Authorised Officer)

(1) Form of Declaration

(2) Form of Revised
Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

No: _____

Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the supply of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer
authorised to sign the bid documents
on behalf of the bidder

ANNEXURE-XI

Format of Revised Offer in Negotiations

(Refer Para 25(A) OF ITB)

Revised Offer in Negotiations

(On company letterhead)

From.....

Full address.....

To

Sir,

Sub: Tender No ----- opened on -----for the supply of -----
—

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives on.....in response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.....

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i. e., up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

ANNEXURE-XII.

SPECIMEN COPY (shall be modify as per Bid Document)

PROFORMA FOR EXECUTION OF AGREEMENT.

STAMP PAPER.

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

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Scope of Work (Page .. to ..)
 - ii) Schedule –A Additional Terms & Conditions (Instruction to Bidders & Conditions of Contract, GeM GTC, GeM SLA,STC (Page to ...)
 - iii) Schedule-B The probable Quantities and Amount (Page ..to ...)
 - iv) Schedule-C Negotiation letters –
 - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
 - v) Schedule-E Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
4. The said contractor hereby convenants with the company that the Company shall retain a sum of Rsor such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company. IN WITNESS WHEREOF THE parties herein have set their

hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Srion behalf of Signature
(Name of Company) in presence of -

1. Name : Signature

2. Address

CONDITIONS OF CONTRACT

1. TERMS AND CONDITIONS

1. DEFINITIONS:

- i.** The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company by the General Manager (E&M), CCL HQ or his authorized representative or any other officer specially deputed for the purpose.
- ii.** The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii.** The word "Contractor"/"Contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv.** "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.
- v.** 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.

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

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

- vi.** A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii.** Engineer-In-Charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In- Charge/Designated Officer-in-charge.
- viii.** The 'Contract' shall mean the Bid Document, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions of GeM, Service Level Agreement of GeM, Buyer added Additional Terms and

Conditions, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

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

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Scope of Work
- (iii) Additional Terms and Conditions (Instruction to Bidders, Conditions of Contract)
- (iv) GTC as per Bid Document of GeM
- (v) SLA as per Bid Document of GeM
- (vi) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- (vii) Bills of Quantities,
- (viii) Finalized work programme,
- (ix) Integrity Pact as applicable,
- (x) Guidelines on Debarment of firms from Bidding,
- (xi) Code of Integrity for Public Procurement.
- (xii) Any other document, if required.
- (xiii) Special condition of the contract.

2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In-Charge, his representatives or any other officials authorized by the Company for the purpose.

2.2 None of these documents shall be used by the Contractor for any purpose other than this contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

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

3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3 Any difference detected in the tender/tenders submitted, resulting from:

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.,

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

4. SECURITY DEPOSIT:

4.1 Security Deposit shall consist Performance Security to be submitted at award of work and The Security Deposit shall bear no interest.

4.2 Performance Security (first part of Security Deposit) should be 5% of annualized value of contract amount or contract amount, whichever is less and should be submitted within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of on any Scheduled Bank payable at its Branch at.....

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

The Earnest Money/Bid Security deposited is to be returned to the Contractor after submission of Performance Security. The Earnest Money/Bid Security deposited may

be adjusted against the Security Deposit (Performance Security) at Bidder's option.

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

(a) at Bidder's option by a Scheduled Bank

or

(b) by a Foreign Bank located in India and acceptable to the Employer.

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

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

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

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

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

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

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

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	Argada Area
	Bank A/C no. of beneficiary	11447812016
	Customer ID/CIF no of beneficiary	
	Department	Area Accounts Office
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	Argada, PO- Argada, Ramgarh, Jharkhand- 829101
	SFMS Code/ IFSC Code	SBIN0004896

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

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

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

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

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

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

Safe Custody and Monitoring of Securities-

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

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

4.3 Deleted

4.4 Refund of Security Deposit:

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

The retention money (second part of bid security) may be released after completion of work and taking over by department as per Time line stipulated for release of performance security on GeM GTC.

4.5 Deleted

5. DEVIATIONS/ VARIATIONS IN QUANTITIES:

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

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

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

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

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

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

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

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work.

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

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

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

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one (01) year 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.

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

6.2 (i) Deleted

6.3 Deleted

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

- a) abnormally bad weather
- b) serious loss or damage by fire
- c) civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d) delay on the part of the Contractors or tradesmen engaged by the Company not forming part of the contract, holding up further progress of the work
- e) any other causes which, at the sole discretion of the Company is beyond the control

of the Contractor. "Hindrance Register" should be maintained for recording the hindrances to record the hindrances occurred during the execution of the work which will be counter signed by the EIC and the contractor.

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

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

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

6.5 Deleted

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

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

6.7 Force Majeure (FM) Clause

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

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

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

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

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

contractor and the decision to be communicated within 15 days.

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

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

7. QUALITY ASSURANCE:

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

8. MEASUREMENT AND PAYMENT:

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

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

8.3 A separate log-book for daily recording of the km run, hours of run with location of vehicle/s should be maintained by the driver and to be countersigned daily by the Engineer-in-charge of the work. The log book shall also record the breakdown and maintenance hours.

8.4 Payment on Account - The contractor has to submit his monthly bill in duplicate along with, the copy of the log-book maintained for the vehicle/s in the 1st week of the succeeding month to the Engineer-in-charge or his authorized representative for acceptance. The monthly bill will include the hiring charges along with diesel charges and any other charges as applicable as per the terms and conditions of NIT. The Engineer-In-Charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

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

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

8.8 The Company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by

any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the Contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from Contractor's claim under any other contract with the Company or from the Contractor's Security Deposit or the Contractor shall pay the amount of overpayment on demand.

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

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

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by two weeks show cause notice in writing if the contractor: -

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

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not

remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

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

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written

notice, cancel the whole contract or portion of it in default.

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

9.1 The contract shall also stand terminated under any of the following circumstances:

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

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

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

On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:

a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.

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

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give

it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

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

i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

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

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

Suspension of Work:

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion

of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In-Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4(a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:

If the progress of the work or of any portion of the work is unsatisfactory as per Clause 9(a) & 9(b) of Condition of Contract, the Engineer-In-Charge, after giving the Contractor 15 days' notice in writing, without fully cancelling/terminating the contract,

shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process (SPLT- Special Purpose Limited Tender), either wholly or partly.

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

i) Forfeiture of Security Deposit comprising of Performance Guarantee (Part of that work related to particular area i.e., Performance Security/No. of Mechanical Sweeper as per scope of work), at disposal of the employer.

Or

ii) 20% of value of cancelled work of the respective area. The value of the cancelled work shall be calculated for the items and quantities cancelled (as per provision of Agreement) at the Agreement rates, when notice in writing for termination of work was issued to the Contractor.

The certificate to be issued by the Engineer-In-Charge for the cost of the work cancelled/terminated shall be final. However, when this Clause is invoked, penalty as per Clause 6.2 of Conditions of Contract (i.e. shortfall in quantity) will not be applicable on cancelled/terminated quantity.

The Contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

All the other terms and Conditions of Contract shall remain unaltered.

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

On completion of the work and notifying the same by the Contractor to the Engineer-In-Charge, Completion Certificate shall be issued by the Engineer-In-Charge only in the event the work is

completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of Security Deposit shall, however, be made as per relevant Clause of the contract.

12. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rule/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute.

The interior of the vehicle should be maintained in clean and hygienic condition. The vehicle/s must have provision of AC throughout the year. Offered vehicle shall be mandatorily registered under commercial category.

iii. All duties, taxes (including Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder. The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but including GST & GST Compensation Cess. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/Contractor (if GST payable by bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/Contractor.

However, in case Contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

the supplier/vendor along with interest, if any.

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

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

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

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

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

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

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

The Contractor/Contractors shall not pay less than the wages fixed (notified and prevalent during execution of the bid in respect of his employees of different categories.

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

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

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

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

Insurance - The Contractor shall take full responsibility to take all precautions to

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

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

b. The Contractor shall pay directly the ex-gratia amount of Rs 15 lakhs or such other amount as decided by the Company from time to time to the same dependent as per the terms of the contract or through insurance company by availing Group Personal Accident Insurance Policy for all its worker before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/ Subsidiaries.

In order to comply with the above provisions, Contractor shall immediately on receipt of letter of acceptance / work order shall obtain group personal accident insurance in respect of the workmen engaged in activities to assure such payment of Rs 15 lakhs in case of death in Road accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief / ex-gratia amount shall be exclusively with the Contractor.

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

c. The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval

of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-Contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the quoted rate.

d. In the event of Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.

The Contractor shall whenever required produce before Engineer-in-charge the policy or policies of insurance and receipt of payment of the current premium.

13. Application of Price Variation Clause on Labour Component: Deleted

14. Settlement of Disputes with the Contractor will be dealt as per GeM GTC of Bid Document.

15. E-WAY BILL:

The e-way bill required in connection with supply of goods or services, if any, shall be

arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made thereunder specifically states that the e-way bill is required to be issued by recipient of goods.

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

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

18. GRIEVANCE REDRESSAL: As per GeM GTC.

GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reason(s) in brief that lead to debarment of the firm.
4. The Contracting entity may be debarred from bidding in the following circumstances:
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redesign the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

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

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

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

xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid security declaration (if any) etc.

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

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

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

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

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case to DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those cases where debarment has been done across CIL and its Subsidiaries.

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

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

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

10. Debarment in any manner does not impact any other contractual or other legal rights

of CIL and/or its Subsidiaries.

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

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

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

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

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

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

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

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

16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of

17. CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e- Procurement portal of CIL).

SPECIAL CONDITIONS OF CONTRACT

1. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
 - a. In case the contractor has hiring agreement with the owner of the vehicle: the contractor may deploy any other vehicle/s of same class/type hired subsequently through a hiring agreement, of the same or lower age than the originally offered vehicle/s
 - b. In case the contractor is Owner of Vehicle: the contractor may deploy any other vehicle/s of same class/type owned by him subsequently of the same or lower age than the originally offered vehicle/s

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department

then the bidder has to deploy the originally offered vehicle/s.

2. It will be the responsibility of the contractor to maintain all statutory documents prevailing during the tenure of the contract e.g. Taxi registration, RC book, Fitness Certificate, pollution certificate, Road tax clearance, Latest First Party Insurance (comprehensive policy) paid up to date, third party insurance, GST Registration (if required), valid driving license of the assigned driver, as required under Motor Vehicle Act and other Govt. Acts/ registration.
3. The Vehicle will normally be engaged for 12/ 24 hours a day as per the work order/Agreement.
4. The vehicle should give minimum 28/29 days' service in any calendar month except in the month of February and minimum 26/27 days in February i.e. the vehicle(s) will be spared by the using authority on alternate Sundays in every month for servicing, repair & maintenance by the contractor, subject to permission by the controlling officer if required.
5. The interior of the vehicle should be maintained in clean and hygienic condition.
6. For the daily routine service, the vehicle should not be withdrawn without prior intimation. In case the vehicle remains out of the road due to any break down, the contractor shall have to arrange a standby vehicle of same class in good working condition as replacement.
- 7. Penalty:**
 - 7.1 In case the contractor fails to provide a vehicle for a particular period/s, he/they will not get the hiring charges for that period and an amount @ twice the per day hiring charge will be deducted as penalty from his bill for the period of absence from duties.**
 - 7.2 Company will be free to hire a suitable similar vehicle locally for the period of absence and any extra cost incurred beyond awarded rate will be recovered from the bill of the contractor. In this case the penalty/deduction stated above at 7.1 will not be applicable.**
8. The driver(s) of the vehicle, employed by the contractor should have valid driving license. He/They should be well behaved. He/They should be in clean and well dressed. He/They should not be connected with any unsocial activities. He/They should be free from alcohol drinking habit. The contractor of the vehicle will be held responsible for the conduct and behavior of driver(s). If behavior of driver(s) is not satisfactory, he/they should be replaced within 48 hours with a good driver.
9. If the hired vehicle remains under breakdown for more than 10 days in a month and at a suitable replacement is not given, the contract will be terminated and the security money deposited with the Management will be forfeited.
10. The day-to-day running cost of diesel of the vehicle used will be borne by the contractor, which will be reimbursed by CCL along with the monthly bill. The repair & maintenance of vehicle is the responsibility of the contractor.

The reimbursement for Diesel shall be made on the basis of Mileage/ average of KM/Liter applicable for different type of vehicles as given below:

Sl. No.	Type of vehicle	Consumption pattern of POL(Diesel)
<u>1</u>	<u>Car</u> All Sedans like Indigo ,Swift Dzire etc. and Hatch backs like Indica, Swift etc.	@ one liter for every 12 Kms run

2	SUVs All SUVs, MUVs like Bolero, Scorpio etc.	@ one liter for every 10 Kms run
3	BUS a)School Bus /shift bus-25+1/16+1 seater	@ one liter for every 8 Kms run
4	b)School Bus /shift bus-32+1 seater	@ one liter for every 6 Kms run
5	c)School Bus /shift bus-52+1 seater	@ one liter for every 3.5 Kms run
6	Truck a.Truck(10Te)	@ one liter for every 3 Kms run
7	b.Mini Truck	@ one liter for every 7.5 Kms run
8	Explosive Van	@ one liter for every 3 Kms run

The cost of diesel shall be reimbursed at prevailing market rate of HSD of IOC/Bharat Petroleum/Hindustan Petroleum applicable at the place of engagement of vehicle.

12. A separate log-book for daily recording of the movement of vehicle should be maintained by the driver and to be countersigned daily by the Controlling Officer /user of the vehicle.
13. The contractor has to submit his monthly bill in duplicate along with, the copy of the log-book maintained for the vehicle in the 1st week of the succeeding month to the Controlling Officer for acceptance. The bill will be paid by the Area Accounts Office, of the concerned area/project through e-payment after auditing and passing of the bill.
14. In case of any accident of the vehicle or to the driver, CCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver.
15. Engineer-In-Charge: Staff Officer (E&M) will be the Engineer-in-Charge of the concerned area and the user of vehicle will be the designated officer in-charge for this contract.
16. The Contractor, driver of the vehicle will have to maintain phone connection and Mobile for easy access.
17. The contractor shall be responsible for availability of sufficient diesel in the tank of the vehicle and in no case driver of the vehicle should ask for money from the user for filling of diesel etc.
18. The contractor shall keep adequate number of vehicles for satisfactory execution of the work.
19. Vehicles in good and safe condition having valid fitness certificate permits/licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered with 3rd party insurance, shall be deployed for the work.
20. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the vehicles and keep them in good and safe running conditions all the time.
21. Only experience, skilled and disciplined drivers of sound health and good behavior & having valid driving license applicable shall be deployed by the contractor for driving vehicles supplied to CCL. In no case any un-authorized driving of the vehicles shall be permitted by the contractor.
22. Vehicle will run inside the state of Jharkhand.
23. Vehicle should always be in an excellent running condition, with spare wheel (stepney) &

tyres should be in good condition & exterior paintings not defaced.

24. The vehicle should run only on the diesel & not on petrol, gas or kerosene.
25. The CCL undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.
26. If the vehicle is seized by the authority under law or for election duty, CCL will not be liable for the same & no payment of whatsoever nature will be demanded for such event. In such condition the contractor will provide alternate vehicle for CCL without delay.
27. The driver should be in white shirt and trousers at the cost of contractor.
28. Seats of the vehicles must be covered with clean & white Turkish towels.
29. Driver of the vehicle should open the door of the car/vehicle for the user & after properly sitting of the user he will close the door & then he will go to driving seat.
30. Music system of the vehicle should be in working condition.
31. Driver of vehicle should keep his mobile phone switched off, while driving the vehicle.
32. The driver of the vehicle should not be in drunken condition while on duty.
33. The contractor will supply the vehicles on Sundays & holidays also, if required, at the same rate and terms and condition.
34. The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rule/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute.
35. Following conditions will be applicable to hiring of school buses:
 - i) On/School/College duty should be prominently displayed.
 - ii) It should not carry children in excess of its permitted seating capacity.
 - iii) The bus must have a first aid box.
 - iv) Windows of the bus must be fitted with horizontal grills.
 - v) There must be a fire extinguisher in the bus.
 - vi) The driver of bus must have a minimum of 5 years of experience of driving heavy vehicles.
 - vii) In addition to the driver, there must be another qualified person in every school bus.
 - viii) To keep school bags safely, there should be space provided under the seat.
 - ix) The doors of bus should be fitted with reliable locks.
 - x) A tamper-proof speed governor that complies with the requirements of Rule 118 of CMV(A)1989 should be provided in the bus

