

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed

Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPD website.

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year Of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2020
VI	Heating, Ventilation And Air Conditioning Works	2017

However, the specification of CPWD conforming to the adopted DSR/SOR of CIL/Subsidiary shall be adopted.

*Roads and Bridges

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

However, the specification of MORTH conforming to the adopted DSR/SOR of CIL/Subsidiary may be adopted.

*Delete if not applicable

e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of eTender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following: (a). Incorrect use of the e-Tender System, or;

(b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

(c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder. **Contents of Tender**

Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note

that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary

may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control. **e-Mail/ SMS Notifications:**

The GePNIC eProcurement Server has functionality of automatically sending e-Mail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined e-Mail / SMS alerts. All events for which e-Mails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of e-Mail / SMS, due to dependency in various other external factors, the delivery of e-Mail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of e-Mail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

ANNEXURES

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

FORMAT OF "Letter of Bid"

To,
The Tender Inviting Authority
Central Coalfields Limited

Sub. : Letter of Bid for the work "-----" (to be entered by TIA)

Ref. : 1. NIT No.: "-----" (to be entered by TIA)
2. Tender Id No. : "-----" (to be entered by TIA)

Dear Sir,

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

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

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

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

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

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

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

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

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work..... against Tender id No. (to be entered by TIA) Dated and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Note: Tender specific or for a particular category of tender, relevant Clauses may be added/modified/substituted while framing the standard NIT

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the

Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

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

OR

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

**Delete whichever is not applicable.

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

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

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

Or

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

*Delete whichever is not applicable

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

PROFORMA FOR EXECUTION OF AGREEMENT. (Specimen to be
vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on day of.....between (Name of Company)
having its registered office at (hereinafter called the
'COMPANY' which expression shall, unless repugnant to the subject or context, include its
successors and assignees) of the one part and (Name of the Contractor) 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 deposited a sum of Rs as Earnest Money and whereas the tender of the said
contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are
respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to
form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule –A General Terms & Conditions, Special Conditions and
General Technical Specification (Page to ...) and
Safety Code.
 - 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 company has received a sum of Rstowards Performance Security Deposit
(1st part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished)*
.
- 5) The said contractor hereby covenants with the company that the company shall deduct
at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security
as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract. 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: .

**WORK ORDER
(Specimen Form Contents)**

..... COALFIELDS LTD
(A subsidiary of Coal India Limited)
Office of the

Address.....Ref.

No:.....

Date:

To
M/s
.....

Dear Sir,

Sub : Work Order for

Ref. i) Your offer opened on..... in response to Quotation/Bid Notice

No.....

ii) Your Negotiation letter No (if any).

iii) LOA No(if any)

1. Pursuant to the above Quotation/Bid Notice, Quotation/Bids were invited for the above-mentioned work and were opened on..... in the presence of intending Quotationer/Bidders or their representatives and you had submitted a Quotation/Bid in response to the aforesaid Quotation/Bid Notice as per the terms and conditions stipulated for submission of Quotation/Bid which shall form part of this Work Order.

2. The management ofCoalfields Ltd. having decided to award the work in your favour, the work is awarded to you for a period ofdays/ months at a cost of Rs..... .

Work Description: Name of Work with location.

Enclose Bill of Quantities duly filled in as per accepted bid/quotation along with scope of work and notice.

The above work is awarded to you on the following terms and conditions:-

a) The date of start of work shall be 10th day of issue of letter of acceptance/work order.

b) Security Deposit:

Performance Security Deposit @ 5% will have to be deposited by you within 21 days of issue of LOA/work order. You have already deposited a sum of Rs..... as earnest money, which shall be converted into performance security and as such, the balance amount of Rs.....is to be deposited in shape of BG/NEFT/RTGS/other forms in favour of Coalfields Ltd on any Scheduled Commercial Bank payable at its Branch at.....

Retention Money will be deducted at 5% from your running bills. Total of performance security and Retention Money should not exceed 10% of awarded value/ revised completion value.

The performance security deposit shall be refunded after successful completion of the work and issue of Defect Liability Certificate (taking over certificate with a list of defects.)

The retention money will be refunded after expiry of Defect Liability Period, issue of 'No-defect' Certificate and payment of final bill.

However, for building or other similar nature of works, where defects such as leakages in roof and dampness in walls can be noticed, the retention money shall be refunded after 6(six) months or at the end of one full monsoon period, whichever is later.

However, for maintenance works, where work is of such nature that there is no question of defect, the retention money will be refunded after completion of work along with refund of performance security. The security deposit shall bear no interest.

c) Payment of Bills

Monthly running account bills shall be paid based on measurement of work recorded by the official authorized by the department for this purpose.

Note: Further statutory deductions as per norms shall be effected.

d) Statutory Obligations - on Contractor's Account

The contractor shall maintain all records as per the provision made in various statutes including contract/labour regulation and abolition act and pay minimum wages to the labourer engaged by him as per minimum wages act or such other legislation or award of the minimum wage fixed by the respective state govt. or central govt. as may be in force.

The company does not undertake any responsibility for supply of any material and tools and plants. The contractor shall arrange all material, tools and plants and labour required for the work.

e) Penal Clauses/ Recovery of Damages.

The work shall be started within 10 days of issue of Letter of Acceptance/Work order or 7th day of handing over of the site whichever is earlier. The work shall be completed within months/days as specified in quotation/bid notice.

In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/ revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/ revised completion value whichever is lower.

In case of failure to start the work within 10 days of issue of LOA/work order, the company shall be at liberty by giving 10 days notice in writing to start the work, failing which to forfeit the earnest money deposited by you and to rescind the LOA/work order.

Additionally you will be debarred from participating in future tenders for period of 1(one) year.

f) Change in Scope/ Nature of Work During Progress of Work

In case of any change/deviation in quantity and items of the work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

g) Termination/ Cessation of Work with Notice

The management reserves the right to terminate the contract under the following specific conditions/ circumstances:

- a. Unsatisfactory performance of the contracted work
- b. Involvement in action causing breach of peace and discipline within the company/area premises.
- c. Failure to comply with the general terms and conditions of MCEW which is integral part of the work order.
- d. Moral turpitude
- e. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- f. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the company.

h) Payment of Government Dues Connected with the Work

The contractor is required to make timely payment of government dues which he is under legal obligation to pay to state government or any other legal authority every month.

i) Contractor's Representation at Site.

The contractor shall depute himself /his agent/ representative at the work site during the period of contract. Intimation in this regard be submitted to the department. The contractor/agent/representative shall receive instruction from the department.

In addition to all the above terms and conditions, the award shall be guided by standard General Terms and Conditions as per provision of MCEW (as enclosed) that are integral part of the work order-cum-agreement.

The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance which shall be treated as an agreement between you and company.

Yours faithfully,

Designation

NOTES :

1. Draft Work Order is only a specimen form content.
2. Additional clauses e.g. Penal clauses/ recovery of damages, termination clauses, etc.

may be inserted according to the requirement in a particular case.

3. This draft is applicable for works where agreement is not likely to be executed.
4. For works where separate agreement shall be executed this draft may be considered as broad guidelines with suitable modifications / adjustment.

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 shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regards shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including subcontractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

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

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

The penal provision in this regard shall be as per CIPP 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 under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY
DEDUCTED @5% FROM RUNNING BILL
IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY
PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM
RUNNING BILL**

To
.....
.....

Re: Bank guarantee in respect of contract No.....
Dated..... between (Name of the)
And (Name of the contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

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

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

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum ofor 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 Rs or such lesser amount of the said sum of Rs as may be due to the company and as the company may demand.

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect 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 Rs or such lesser sum as may then be deemed to the Company and as the Company may require.

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

* the date of guarantee shall cover a minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

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

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

The Bank has under it is constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code 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.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

SECURITY

To

.....

.....

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

WHEREAS

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

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

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

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

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

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

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of..... as may be due to the company and as the company may demand.

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

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

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

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

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

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

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

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

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.

**PROFORMA OF BANK GUARANTEE FOR
MOBILISATION/ LUMP-SUM ADVANCE.**

M/s. Coal India Limited
10, Netaji Subhas Road,, Calcutta

Or

.....
(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of Coal India Limited/Subsidiary Company having its Registered Office at (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the Contract No..... dated..... Entered into between Coal India Limited/Subsidiary Company and M/s having its Registered Office at.....(hereinafter called “the Contractor” to make mobilisation advance/lump-sum advance to the tune of Rssubject to submission of the Bank Guarantee for equal amount from any Nationalised/ Schedule Bank , We Bank (hereinafter referred to as the said Bank) hiving it is Registered Office at.....do hereby undertake and agree to pay the Company to the extent of Rson demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non-refund and or nonrecovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

2. We, Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilisation of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

4) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs.....and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till..... unless the written demand or claim under this Guarantee is made by the Company with us on or before all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.

6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

7. This guarantee issued by Sri who is authorized by the Bank.

Under jurisdiction of court only.

SAMPLE GUARANTEE BOND

This agreement made this..... day of two thousand between M/s (hereinafter called the Guarantor of the one part) and the other Ltd. (Name of the Subsidiary the other part).

Whereas this agreement is supplementary the contract (hereinafter called the contract) dated.....made between the Guarantor of the one part and subsidiary the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the said contract recited, completely (termite proof / leak proof etc.).

Whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain (termite proof / leak proof etc.) for..... years to be reckoned from the date after the maintenance period / completion period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer In charge, and shall commence the works of such rectification within 7(seven)days from the date of issuing notice from the Engineer In charge calling upon him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the Guarantor’s cost and risk, and in the latter case the decision of the Engineer In-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the.....(*anti-termite treatment / leak proof treatment etc.*) or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and / or damage and / or cost incurred by the subsidiary, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the obligator and by for and on behalf of the Ltd. (Subsidiary) on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of –

- 1)
- 2)

Signed for and on behalf of the subsidiary by.....In the presence of –

- 1)
- 2)

**PROFORMA OF
INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of between..... (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor / administrators and assign of the one part andCoalfields, having its registered office at..... (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement), the contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs..... (Rupees only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with the Engineer and declares as follows:-

1. That all sums given as advance or credit by the Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of he said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by the Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify the Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by the Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by the Engineer.
5. The said material shall not on any account be removed from the site of work expect with the written permission of the Engineer.

6. That the advance shall be repayable in full when or before Contractor receives payment from the Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment the Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to the Engineer, shall immediately on the happening of such default be repayable by the Contractor to the Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by the Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with the Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:-
 - a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the Engineer on demand.
 - b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the Engineer under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Except in the event of such default on the part of contractor as aforesaid, interest on the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the Engineer and the Contractor hereunto set their respective hands and seals the day year first above written.

Signed, Sealed and delivered by

Contractor

The Engineers.

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.									
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.									
RTGS CODE									
Account Type	Savings				Current				Cash Credit
Account Number(as appearing in the Cheque Book.									

4. Date from which the mandate should be effective.

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

Place:

Date:

Signature of the Party / Authorised Signatory

.....

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

Banker's Stamp

Date

Signature of the Authorised official from the Bank