

(कोलइंडियालिमिटेडकीएकसहायककम्पनी)  
ई-मेल: soenmms@gmail.com.  
कार्यालयवेबसाइट:  
www.centralcoalfields.in  
विद्युतएवंयांत्रिकीविभाग



**Central Coalfields Limited**  
(A Subsidiary of Coal India Limited)  
Magadh-SanghmitraArea, Bachra- 829201  
E-mail: soenmms@gmail.com.  
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E&M Department

### **e-TENDER NOTICE**

**(Applicable for Estimated Value put to tender below Rs.50.00 Lakhs)**

NIT No: GM(MS)SO(EnM)/e-NIT/VH/24-25/2

Dated:- 28.10.2024

1. Tenders are invited on-line under single cover system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

2.

Description of work	Location	Estimated Value including GST (₹.)	Earnest Money (₹.)	Period of Completion (in Days)
Hiring of (08) nos. light vehicle (Bolero / Scorpio or Equivalent) for period of 15 days, 24 hrs running basis with engagement of 02 drivers (with staggered rest) and maximum run of 3000 kms/Month for General Election to Legislative Assembly of Jharkhand	Magadh-Sanghmitra Area	2,62,080.00	3276.00	15

(i). For Site visit of location of work, the prospective bidder(s) may contact .....

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Staff Officer (E&M), Magadh-Sanghmitra Area	Sri Nalin Chand S.O.(E&M), M-S Area

**Note:** The bid documents will be available on the website(s) [www.centralcoalfields.in](http://www.centralcoalfields.in)/[www.tenders.gov.in](http://www.tenders.gov.in) /**CPP Portal** [eprocure.gov.in](http://eprocure.gov.in) and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

3. **Time Schedule of Tender:**

SL. No.	Particulars	Date	Time
a.	Tender e-Publication date	28.10.2024	11.00
b.	Document download start date	28.10.2024	11.00
c.	Document download end date	01.11.2024	11.00
d.	Bid Submission start date	28.10.2024	11.00
e.	Bid submission end date	01.11.2024	11.00
f.	Start date for seeking Clarification on-line	28.10.2024	11.00
g.	Last date for seeking Clarification on-line	31.10.2024	11.00
h.	Date of Bid Opening	02.11.2024	11.00

### 3. **Earnest Money Deposit (EMD):**

The bidder will have to make the payment of EMD through ONLINE mode only.

- 3.1 In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

**NET-BANKING:** In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

**NEFT/RTGS:** In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

- 3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.

- 3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

- 3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document (attested by notary public) 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 NIT.

### 4. **Pre-bid Meeting:** Not applicable.

5. **Seeking Online Clarification by bidder:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

### 6. **User Portal Agreement:**

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. **Eligible bidders:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm or a company having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. **Joint Venture is not allowed to participate in the tender.**

8. **Eligibility Criteria: -**

**A. The Bidder should either be a Owner of the Vehicle/s or have a hiring agreement with the owner of vehicles which are offered to be engaged.**

The eligibility criteria for both class of bidders shall be as under:

Offered vehicle shall be registered under commercial category.

In case any bidder quotes/offers for new vehicles, the bidder has to submit Proforma Invoice/quotation and an undertaking to deploy the offered vehicles with all supporting documents within one month from the date of issue of LOA on non judicial stamp paper of Rs 100/-value, duly signed by Notary along with Bid.

***Note:****In case of Explosive van and diesel tanker, the deployment of offered new vehicle shall be within three months.*

In case the bidder is not the owner of the vehicle they should have a hiring agreement with the owners of vehicles which are offered to be engaged (Hiring agreement should contain the reference of NIT No. & date).

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 opening of tender. Age of vehicle shall be counted from the date of 1 <sup>st</sup> 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

**Note:**

1. The bidder should comply the above eligibility requirement on the date of opening of tender.
2. However, after becoming techno-commercially eligible L-1, the bidder may request offline for change of vehicles to be deployed by him at any time at his option as follows:
  - a. In case the bidder has hiring agreement: The bidder may deploy any other vehicle/s of same class hired subsequently through a hiring agreement, of the same or lower age than the originally offered vehicle/s.
  - b. In case the bidder is Owner of Vehicle: the bidder may deploy any other vehicle/s of same class 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.

**Data to be furnished by the bidders online:**

- i) Confirmation in the form of **Yes /No** regarding the status of the bidder i.e. either an Owner of the Vehicle/s or Hiring agreement with the Owner of the Vehicle/s.

**Technical Evaluation by the System:**

The System will evaluate “Yes” as eligible and “No” as not eligible.

**Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)**

- i) RC Book of the Vehicle/s proposed to be deployed for this work.
- ii) In case, the bidder is not the owner of the vehicle, then copy of the Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. & date).
- iii) In case any bidder quotes/offers for new vehicles, the bidder has to submit Performa Invoice/quotation and an undertaking to deploy the offered vehicles with all supporting documents within one month from the date of issue of LOA on non judicial stamp paper of Rs 100/-value, duly signed by Notary along with Bid as per the format at Annexure XII.

**Note:** In case of Explosive van and diesel tanker, the deployment of offered new vehicle shall be within three months.

**B. Permanent Account Number:**

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 on-line:

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

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT): PAN CARD of the bidder

**C. 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

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

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

**Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):** GST Registration of the bidder

**Note:**

- i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- ii) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

**D. RATE OF APPLICABLE GST IN CASE OF HIRING OF CAB, received from office of GM(F) vide letter reference no. TO/GST/2020-21/234-II/735 dated 09/07/2020, as amended from time to time shall be applicable.**

Type of Service Provider	Types Of Service Receiver	Rate Of GST	Reverse Charge Of Forward Charge	Certificate to be obtained From Service Provider
<b>Non-Corporate and Registered</b>	CCL	5%(Diesel Cost Included)	Reverse Charge	Service Provider Is not availing the benefit of Input tax credit. Invoice issued by service provider Specified that GST is paid under reverse charge.
<b>Non-Corporate and Registered</b>	CCL	12%(Diesel Cost Included)	Forward Charge	Service provider is availing ITC
<b>Unregistered</b>	CCL	5%(diesel Cost Included)	Reverse Charge	

**E. Purchase Preference under ‘Make in India’ Policy for “Local supplier”:**

**A. 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 minimum to 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 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 or equal to 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 online:**

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

**Note: -**

- i. **Procurement where estimated value to be procured is less than 05 lakhs shall be exempted from this order.**
- ii. All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

#### **F. Work Experience:**

The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully completed similar works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-  
Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

#### **Definition of similar Work shall be Vehicle Hiring.**

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (e-Publication date of NIT i.e. date of publication of NIT on e-Procurement portal, <https://coalindiatenders.nic.in>). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as

maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited (e-Publication date of NIT i.e. date of publication of NIT on e-Procurement portal, ).

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original

Contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

For work experience bidders are required to submit Satisfactory Work Completion Certificate indicating actual value of work done and actual period of execution, issued by the employer against the Experience of similar work containing all the information as sought online. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

### Data to be furnished by the bidders online:

- i) Start date & end date of each qualifying experience (similar nature)
- ii) Work order Number /Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium.
- v) Executed Value of work against each experience
- vi) In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

### Technical Evaluation by the System:

- i) The System shall calculate the period of 7 Years backwards starting from the last day of month previous to the e-publication date of NIT.
- ii) The system shall check the end date of each experience(The system shall not allow more than 3 entries for experience)and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- iii) The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year(total No. of days/365)after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-procurement portal.
- iv) The system shall check the experience with highest value whether it exceeds 80% of Estimated Cost Value (ECV). In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- v) The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the calculating the value of each qualifying experience.
- vi) The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last date of month previous to the one in which the NIT has been published on e- Procurement portal. Hence, the works which are incomplete/ ongoing, as on the last date of the month previous to the one in which the NIT has been published on e- Procurement Portal, shall not be considered against eligibility.
- vii) In case the work is started prior to the eligibility period of 7 (seven) years (counted backwards starting from the last date of the month previous to e- publication date of NIT and completed within the said eligibility period of 7 years, then the full value of the work shall be considered against the eligibility.
- viii) In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or as a partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture Firm, then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture Firm will be considered against eligibility. Scanned Copy of documents to be uploaded by the bidders (Confirmatory Documents) 5 For work experience, bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of Similar work containing all the information as sought online. In case of Sub-Contractor, suitable document as per provision of eligibility, if applicable. Work- Order, BOQ and/or TDS may be sought during clarification or along with deficient documents

### Scanned Copy of documents to be uploaded by the bidders



## (Confirmatory Documents).

### 9. Submission of Bid:

- a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- (ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

### b. General Technical Evaluation (GTE) and Bidder's space/ My Document:

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the **Annexure I** (Letter of Bid), declaration w.r.t Make in India order dated 16.09.2020 with subsequent amendment if any and Undertaking at **Annexure II** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc.

The following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder

Sl. No.	Eligibility Criteria	Scanned copy of document(s) uploaded by bidder in Bidder's space/ My Document
1	2	3
1.	Permanent Account Number <i>(Ref. Clause No.8(B) of NIT)</i>	PAN card issued by Income Tax department, Govt. of India.
2.	Goods and Services Tax (GST) Status of Bidder.	a) The bidder should possess any one of the following documents depending upon the status w.r.t GST opted by him in the BOQ sheet in case of Hiring of CAB:  If the bidder has opted: <b>I). Status:</b> <i>GST registered Bidder under Regular Scheme but not availed credit of input tax charged on goods and services used in supplying the service other than the credit of input tax of input service in the same line of business but Not a Body Corporate.</i>  Document:(i) GST Registration Certificate (i.e. GST identification

		<p>Number) issued by appropriate authority of India And</p> <p>(ii) An Undertaking stating that the bidder has not availed credit of input tax charged on goods and services used in supplying the service other than the credit of input tax of input service in the same line of business.</p> <p><b>II). Status:</b> <i>GST registered Bidder under Regular Scheme but not availed credit of input tax charged on goods and services used in supplying the service other than the credit of input tax of input service in the same line of business but A Body Corporate.</i></p> <p>Document:(i) GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India And (ii)An Undertaking stating that the bidder has not availed credit of input tax charged on goods and services used in supplying the service other than the credit of input tax of input service in the same line of business And</p> <p><b>III). Status:</b><i>GST registered but availed credit of input tax charged on goods and services used in supplying the service but Not a Body Corporate.</i></p> <p>Document:(i) GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India And (ii) An Undertaking stating that the bidder has availed the credit of input tax charged on goods and services used in supplying the service.</p> <p><b>IV). Status:</b><i>GST registered bidder under Composition Scheme.</i></p> <p>Document:(i) GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p><b>V). Status:</b> <i>GST unregistered bidder</i></p> <p>Document: A Certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India.</p> <p style="text-align: center;">OR</p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet in case of Hiring for other than Cab:</p> <p>a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: <u>GST unregistered bidder:</u></p>
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		<p>Document: A Certificate 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.</p> <p>Note: (i) Goods and Services Tax is not applicable for exempted Services. (ii) If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</p>
3.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <p>i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder.</p> <p>ii. Partnership deed containing name of partners</p> <p>iii. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</p> <p><b>iv. In case of MSME, copy of documentary evidence(s), issued by their registering authority whether they are either 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 (Applicable for Service Nature of tenders only).</b></p>

- c. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid. Also, no recycling will be done for these documents i.e. no further clarification will be sought from bidder.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Digital Signature Certificate (DSC)	<p>If the bidder himself is the DSC holder bidding on-line, then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>
2	Undertaking	<p>Undertaking regarding relatives as employees of company, Registration with CMPF /EPF authorities, Banning/ Delisting of Bidder, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8(E) of NIT etc. as per the format given in the bid document at <b>Annexure XI</b>.</p>
3	Letter of Bid	<p>Letter of Bid as per Performa on bidder's letter head (As per Annexure - I).</p>

4	E-Payment	Require to upload e-Payment Mandate certificate as per annexure-III of e-NIT
5	Work Experience (Ref. Clause No.8(F) of NIT)	<p>Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder online. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.</p> <p>Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents as per clause 13(B).</p> <p>(In case of JV, Satisfactory Work Completion Certificate against individual partner(s) including Lead Partner of JV as applicable as per details mentioned in clause No. 8. If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs order – 2012 shall not be applicable for them.</p>
5	Owner of Vehicle/Hiring Agreement with owner of the vehicle	<p><b>a). If the bidder is Owner of the Vehicle/s:</b> RC Book of the Vehicle/s proposed to be deployed for this work. OR In case any bidder quotes/offers for new vehicles, the bidder has to submit Performa Invoice/quotation and an undertaking to deploy the offered vehicles with all supporting documents within one month from the date of issue of LOA on non judicial stamp paper of Rs 100/-value, duly signed by Notary along with Bid as enclosed in <b>Annexure XII</b>.</p> <p>Note: In case of Explosive van and Diesel tanker, the deployment of offered new vehicle shall be within three months.</p> <p><b>b) If the bidder has Hiring Agreement with owner of the vehicle:</b> i) RC Books of the Vehicle/s proposed to be deployed for this work. ii) The Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. &amp; date).</p>
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

- d. Letter of Bid (LoB):** The format of Letter of Bid is given at Annexure I of Tender document. 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) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder(s).
- e. Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ: -
- I. Status: GST Registered Bidder under regular scheme
  - II. Status: GST Registered Bidder under composition scheme
  - III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL/ Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-I/II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Item Wise or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

### **System for decision of L1 bidder**

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases: -

#### **Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.**

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL/ Subsidiary, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

#### **Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.**

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

**Note: The bidder should select their GST category as per clause no. 8.C of NIT.**

### **10. Bid Submission:**

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

### **11. System Requirement:**

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

### **12. Opening of Bid:**

Tender will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates on/after the prescheduled date & time of Tender Opening.

### **13. Tender Evaluation:**

- a. After opening of bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If

it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for award of Contract.

- b. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by L-1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on his personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The L-1 bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from L-1 Bidder.
- 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. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- e. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- f. 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.
- g. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.
- h. The process as mentioned at Clause No. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- i. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- j. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no. 9(c) titled- Confirmatory Documents.
- k. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.
- l. If the no(s). of vehicle(s) offered by L1 bidder is less than no(s). of tendered vehicle(s), the tender committee will decide allocation of balance quantity of vehicles in following manner: Counter offer will be applicable only after exercising MSE and PUBLIC PROCUREMENT (Make in India) guideline, if applicable.)
  - a. The accepted L-1 rate will be counter-offered to the other successful bidders strictly in terms of their price bid ranking.
  - b. The balance quantity of vehicles after allocation of vehicles quoted by L1 will be offered to L2 bidder on accepted L1 rates.
  - c. If L2 does not agree to provide vehicles on L1 rates the whole quantity will be passed to L3 bidder and so on until the list of eligible bidders have been exhausted or nos. of tendered vehicles have been obtained.
  - d. If L2 accepts to provide vehicle(s) on L1 rated but no(s). of vehicle(s) offered by him is less than balance quantity of vehicles,

e. the remaining nos. of vehicle(s) after allotment to L2 will be counter offered to L3 bidder and so on unless eligible bidders have been exhausted or nos. of tendered vehicles have been obtained.

**m. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

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

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

**I.** Procedure shall be the following procedure, In the procurement of works which are divisible in nature 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.** and in procurement of services where the bid is evaluated on price alone followed the following procedure shall be-

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.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

**Verification of local content:**

i) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.

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

- iii) False declarations will attract banning of business of the bidder for a period up to two years and will process in line with clause 12 of GTC.
- iv) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of 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.

**n. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR NATURE OF SERVICE TENDERS)**

- 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 L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 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. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 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 L1 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 L1 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/ Subsidiary 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.
  - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- 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 core 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 core rupees.



- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
  - 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.
  - ix) The existing MSE enterprises registered prior to 30<sup>th</sup> June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
  - x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract, then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.
- o. 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 Gol 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.

#### **14. Auto Extension of Critical Date**

If number of bids received online is found to be less than 03 (three) on end date of bid submission, then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days ending at 17.00 hrs.

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

#### **Notes:**

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen

that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).

3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

**One Bid per Bidder:**

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture 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.

15.2 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;

All such Bidders having a Conflict of Interest, shall be disqualified.

16. **Refund of EMD:**

1. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
2. 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.
3. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
4. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
5. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
6. At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit:

17. **Site Visit:**

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and it's surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of

the works. The cost of visiting the Site shall be at the Bidder's own expense.

- 17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.
- 17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

#### **18. Taxes and Duties:**

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers Cess (as applicable in States) 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, if any, 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, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/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 the 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 and penalty, if any.

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.

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.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

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.

19. **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.

20. **Technical Specifications:**

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. **Currencies of Bid and Payment:**

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

22. **Deployment of Manpower and Machineries:**

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

23. **Change in Constitution of the 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.

24. **Canvassing in Tender:**

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

25. **Letter of Acceptance (LOA)/Work Order/Agreement:**

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL/ Subsidiary prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department shall debar the bidder from participating in future bids for at least 12 months as per Guidelines of Banning of Business.

26. **Bid Validity:**

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's 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 his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.27 (Modification and Withdrawal of Bid) of NIT.

27. **Modification and Withdrawal of Bid:**

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:

1. the EMD will be forfeited and
2. the bidder will be debarred for 1(One) year from participating in tenders in CIL/Subsidiary.

The Price-bid 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:**

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating intenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

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 is shall be as per Clause no 14 of Chapter I of Manual of e-procurement of works and services.

28. **Standard Operating Procedure for Withdrawal of Bid:**

**I. The Mode of withdrawal:**

**A. Online Withdrawal of Bids:**

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

**B. Offline Withdrawal of Bids:**

- a. A partner of bidder (in case of partnership firms) whose DSC is registered on the e-

Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

## **II. Acceptance of withdrawal by Tender Committee:**

A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended, then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended, then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.

The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

### **29. Postponement of scheduled date(s):**

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

### **30. Public Enterprises preference:**

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

### **31. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of the 'General Terms and Conditions' of 'Conditions of Contract'.

### **32. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

33. **Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

34. **Splitting up of the work:**

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

35. **Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 10- title- 'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

36. **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. 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 (as per details given in Annexure-VIII)

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, 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" 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 entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A joint venture where any member of the joint venture 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 person(s), who, whether acting alone or together, or through one or more juridical person(s), 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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's 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 person(s), 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 (2) 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.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

**Note:**

1. (a) The intending bidders must accept unconditionally in General Technical Evaluation (GTE) the Undertaking at **Annexure-II** in compliance to order no.F.No.6/18/2019-PPD dt. 23/7/2020 of Ministry of Finance, Dept. of Expenditure, Public Procurement Division with respect to "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"

**AND**

- (b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.
2. Regarding registration with Competent Authority, **Annexure-VIII** may please be referred. Regarding exclusion from restriction, **Annexure-IX** may please be referred.

**Tender Inviting Authority**



## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BIDDER

- 1.1** The Central Coalfields Limited(referred to as Employer in these documents) invites bids for the services as mentioned in the Bid Notice. The Bidders should submit Bids for the services mentioned in the Notice.
- 1.2** The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

### 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 qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.7,8 &9. **The joint Venture is not allowed to participate in the tender.**
- 2.2** Deleted
- 2.3** The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.
- 2.4** The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), including General and Additional Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.5** The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6** 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 part work/piece rated work.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### 3. QUALIFICATION OF THE BIDDER

- 3.1** In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2** If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility /

## **INSTRUCTIONS TO BIDDERS**

qualifying criteria as detailed at Cl. No.7,8 & 9 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

- 3.3** If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4** Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:
- a.** Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

### **4. COST OF BIDDING**

- 4.1** 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.

### **5. CONTENT OF BIDDING DOCUMENTS**

- 5.1** The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines of Banning of Business
- i. Other document, if required.

### **6. CLARIFICATION OF BIDDING DOCUMENTS**

- 6.1** A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

### **7. AMENDMENT OF BIDDING DOCUMENTS**

- 7.1** Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 7.2** Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.
- 7.3** To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 11.2 below.
- 7.4** Bidders are requested to look into website for any addendum as specified in the NIT.

### **8. LANGUAGE OF BID**

## INSTRUCTIONS TO BIDDERS

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

### **9. BID PRICES**

**9.1** The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the services as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the services at their discretion and no claims, whatsoever, shall be entertained in this regard.

**9.2** The price bid containing the bill of quantity will be Excel format and will be downloaded by the bidder and he will quote the rates for items/heads/sub-heads on this excel file as detailed at clause No.9(e) of e-Tender Notice.

**9.3** All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable only) and other levies, royalty, building and construction workers Cess (as applicable in States) 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, if any, 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, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/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 the 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 and penalty, 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.

**9.4** 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.

## INSTRUCTIONS TO BIDDERS

### 10. BID SECURITY/EARNEST MONEY DEPOSIT

**10.1** The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Clause 3 of e-tender Notice.

**10.2** Any Bid not accompanied by an acceptable Bid Security/EMD shall be summarily rejected by the employer as non-responsive. The bid security/EMD, of successful bidder may be retained and adjusted with performance security/security deposit, at bidder's option.

**10.3** The Bid Security/Earnest Money may be forfeited:

A) if the Bidder withdraws the Bid after Bid opening 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:  
(i) sign the Agreement; **OR** (ii) Furnish the required Performance Security/ Security Deposit.

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

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

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

**10.5** 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.

**10.6** If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, the bidder should submit E-Mandate form in format provided by company.

**10.7** In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

**10.8** If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

### 11. DEADLINE FOR SUBMISSION OF BIDS

**11.1** Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

**11.2** The employer may extend the deadline for submission of bids in accordance with provisions of e-Tender Notice/ITB, 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.

### 12. SIGNING AND SUBMISSION OF BID

**12.1** The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

**12.2** Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

### 13. Tender Status:

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 L-1 bidder, 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. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

## **INSTRUCTIONS TO BIDDERS**

### **14. EVALUATION AND COMPARISON OF BIDS.**

- 14.1** Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Service tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided based on Cost to the Company.
- 14.2** 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.

### **15.AWARD CRITERIA**

- a. Subject to Clause No.16, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:
- a) Eligible in accordance with the provisions of Clause 2; and
  - b) Qualified in accordance with the provisions of Clause 3.

#### **EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

Notwithstanding Clause No.15, 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.

#### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

17.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price"). The offline communication of LOA shall not be mandatory.

17.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 5.0 of General Terms and Condition.

17.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and/or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. The bidder will also be banned from participating in re-tender.

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

17.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder after the award of the work to the successful one and the Security/ Earnest Money shall be refunded to unsuccessful bidders as per provision of e-Tender Notice.

17.5 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

## **INSTRUCTIONS TO BIDDERS**

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 will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged. All additional copies should be certified by the Engineer-in-Charge. 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. The contract document shall not 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. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

### **18. PERFORMANCE SECURITY/SECURITY DEPOSIT**

18.1 Security Deposit shall consist of two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

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

### **19.EMPLOYMENT OF LABOUR**

19.1 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 minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

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.

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

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 by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

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

19.3 The contractor's workmen shall be paid through Bank.

19.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

19.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

19.6 The bidder shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as mended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

19.7 The bidder shall also follow other guidelines as incorporated at Clause 9 of GTC covered under additional responsibilities of the contractor.

### **20. LEGAL JURISDICTION**

## INSTRUCTIONS TO BIDDERS

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

### 21. e-PAYMENT

21.1 Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

### 22. MISCELLANEOUS

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

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

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## CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

i) The word "Employer" or "Company" or "Owner" wherever occurs in the conditions, means the Central Coalfields Limited, represented at Head Quarters of the Company by the appropriate authority or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor. <sup>[11]</sup> <sub>SEP</sub>

ii) The word "Principal Employer" wherever occurs, means the officer nominated by the Company to function on its behalf.

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 and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "Accepting 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 on its behalf by the company.

v) "**Engineer-in-charge/Designated Officer in Charge**" shall mean the officer nominated by the company in the E&M cadre / discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The 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 their 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.

vi) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

vii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

viii) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be 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.

ix) "**Contract amount**" shall mean:

a) in the case of turnkey / 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 rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

x) "**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 contractor's firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.

xi) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xii) "**Department**" means the E&M Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xiii) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xv) Definition of Types of Ambulance as per **NATIONAL AMUBLULANCE CODE AIS125**.

**Type B Road Ambulance/ Patient Transport Vehicle**

Road ambulance designed and equipped for the transport patients who are not expected to become emergency patients. The patient transport vehicle (type B) shall have basic professional equipment for first aid and nursing care. It must comply all the guidelines and norms of national ambulance code



AIS 125 with latest amendment if any, in respect of B-TYPE Ambulance. <sup>11</sup> <sub>SEP</sub>

**Type C Road Ambulance: Basic Life Support Ambulance**

A vehicle ergonomically designed, suitably equipped and appropriately staffed for the transport and treatment of patients requiring non-invasive airway management / basic monitoring. The basic life support ambulance (type C) shall have equipment for basic treatment and monitoring of patients with the current methods of pre hospital care It must comply all the guidelines and norms of national ambulance code AIS 125 with latest amendment if any, in respect of C-TYPE Ambulance. <sup>11</sup> <sub>SEP</sub>

**2. Contract Documents and Miscellaneous Provisions:**

The following documents shall constitute the contract documents:

- i) Notice Inviting Tender
- ii) Instruction to bidders;
- iii) Conditions of Contract;
- iv) Scope of Work/ Bill of Quantities
- v) Form of Securities and form of article of agreement
- vi) Pre-contract integrity pact, if applicable
- vii) User portal agreement
- viii) Guidelines of banning of business
- ix) Other documents, if required.

**2.1** The contractor shall enter into and execute contract agreement in the prescribed form. 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 will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

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

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** The contract document shall not 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.

**2.3** The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

**2.4 Acceptance of Offer:**

“Letter of Acceptance”- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

**3. Discrepancies in contract documents & Adjustments thereof**

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.

- b) Particular specification and special conditions, if any
- c) General specifications.
- d) BIS Specifications.

**3.1** In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the 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 Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

#### **4. Security Deposit:**

**4.1** Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

**4.2** Performance Security should be 03% (5% in case of long term contract i.e. for a period exceeding 5 years) of contract amount (excluding POL cost and GST) and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- i) Bank Guarantee 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 at ..... or branch at.....  
**Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.**
- ii) Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- iii) Demand Draft drawn in favour of Central Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1<sup>st</sup> part of security deposit.

The bid security deposited may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.

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

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

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

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Central Coalfields Limited," shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in

IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “\_\_\_\_\_” in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below: -

Name of Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

Account No. \_\_\_\_\_

Customer ID: \_\_\_\_\_

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to E&M department of Concerned area of CCL.

In case the successful bidder fails to submit the Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall ban 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.

This banning shall be done under the provisions of the NIT and online blocking of the bidder shall be done in CIL e-Procurement portal.

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

**4.3** All running on account bills shall be paid at 95% (Ninety-five percent) of work value (Hiring Charges including all expenses and taxes, but excluding cost of diesel & GST). The balance 5% shall be treated as retention money and will be second part of security deposit.

**4.4** The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

**4.5 REFUND OF SECURITY DEPOSIT:**

3% Performance Security deposit should be refunded within 14 days of the completion of hiring period / extended period / date of closure of contract.

**The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract. For contract period more than one year, security money may be refunded annually on submission of BG of equivalent amount subject to satisfactory performance of the contractor during the year or the security money so deposited shall carry forward to the next hiring contract period/s and may be refunded after the closure of the contract.**

**4.6 Additional Performance Security (applicable for this tender)**

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

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO and shall be binding on the bidder.

Additional Performance Security (APS) shall be furnished within 21 days of issuance off LOA by the successful bidder. Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the company shall ban 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.

Additional Performance Security may be furnished in the shape of BG or any of the forms as applicable for performance security .The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any) whichever is more.

**Consideration of Abnormally Low Bids:**

In case of Abnormally Low Bid, CIL/ Subsidiary may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, CIL/ Subsidiary determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, CIL/ Subsidiary may reject the bid / Proposal.

**5. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the contractor should take necessary steps to deploy the vehicles.

However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

**\* In case any bidder quotes/offers for new vehicles, the bidder has to submit Proforma Invoice/quotation and an undertaking to deploy the offered vehicles with all supporting documents within one month from the date of issue of LOA on non judicial stamp paper of Rs 100/-value, duly signed by Notary along with Bid.**

***Note: In case of Explosive van and diesel tanker, the deployment of offered new vehicle shall be within three months.***

If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company shall debar such defaulting Contractors from participating in future Tender for a minimum period of 12(twelve) months.

This banning shall be done under the provisions of the NIT and online blocking of the bidder shall be done CIL e-Procurement portal.

**5.2** If the contractor fails to complete the work before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

**5.2.1** The company, if not satisfied with the service provided by the contractor, and in the event of failure on the part of the contractor to provide any remedy, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**5.2.2** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to provide satisfactory services, shall be entitled to terminate the contract.

**5.2.3** In the event of such termination of the contract as described in clauses 5.2.1 or 5.2.2 or both, the company, shall be entitled to impose penalty/LD. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

Further Earnest Money/Performance Security forfeited will be inclusive of GST.

**5.3** Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) **Force Majeure:**

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to 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 due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

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 clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

b) Serious loss or damage by fire and abnormally bad weather.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

**5.4** 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 Department or of both. The extension will have to be by party's agreement, express or implied.

The extension of contract will be at the existing rate or the rate finalized in the next tender, whichever is lower.

## **6. Payments**

The running on account payments may be made once in a month. The contractor has to submit the monthly bill in duplicate along with log book of the vehicle (original) to the controlling officer.

6.1 Payment of on account bill shall be made on the Engineer-In-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

6.2 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 work order/ contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer- In- Charge a no claim certificate.

6.3 The company reserve the right to recover/enforce recovery of any overpayments detected after the 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 shall be recovered from 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 over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

**6.4** Income tax deduction @ 2% (Two percent) (or as applicable) of the gross value of each bill excluding GST) or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

**6.5** No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

**6.6 A HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

## **7. Termination, Cancellation, Suspension and 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 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.

**7.1**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 contractor's company or by an order of court, not being a voluntary Liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the 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 or on termination of the contract, the Engineer-in-charge shall have powers:

a. To give the contractor or his representative of the work 7 (seven) days notice in

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

- b. 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 7.1(d).

## **7.2 Suspension of Work:**

- i) The company shall have power to suspend the work or any part thereof and the Engineer-In-Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.
- ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such



suspension.

iii) The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

### **7.3 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,
- b) to pay the contractor at the contract rates full amount for works executed

**7.3.1** 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 above clauses. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

### **8. Carrying out Part Work at Risk & Cost of Contractor.**

If the service provided is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or 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, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

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

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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 or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

### **9. Additional Responsibilities of the Contractor(s)**

i) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 48 hours of such orders.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff under his employment.

ii) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws,

codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor 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 Govt. or Central Govt. 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.

iii) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

iv) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

v) The contractor / contractors shall not pay less than the minimum wages to the workmen engaged by him/them as per order/circular issued from office of the Chief Labor Commissioner (C), Ministry of Labour and employment, Govt of India for category of skilled above ground, as in force or revised time to time. However, in case of any revision in rates during the pendency of contract, the contractor will be responsible and liable to pay to workmen the revised applicable rate but the company would not reimburse the difference and this would be the sole liability of the contractor. The contractor/contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under relevant provisions/Act/allied scheme or employee provident fund or Miscellaneous Provision Act 1952 as the case may be.

vi) All the payments to the workmen including drivers of hired vehicle is to be made by vehicle owner/vehicle agencies/contractors through only bank account of the workmen/driver. Before releasing the payment of hire charges of vehicle it is to be ensured by concerned HOD of Area/HQ that payment of applicable wages has been made to the workmen /driver as per the applicable wages through his bank account and applicable PF/CMPF been deposited with the concerned Authority. A certificate in this regard is to be made on the body of bill while accepting the same by concerned HOD.

All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourers in online mode including payment of provident fund considered necessary.

viii) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, M.V Act, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

ix) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable))

only) and other levies, royalty, building and construction workers Cess (as applicable in States) 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, if any, 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, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/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 the 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 and penalty, 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

## **10. Settlement of Disputes.**

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

The contractor should make request in writing to the Engineer-in-charge for settlement of such

disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages: -

In first stage dispute shall be referred to Area GM or GM/HOD(E&M). If differences still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for resolution to the AMRCD (Administrative mechanism for resolution of CPSEs Disputes) under aegis of Department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

### **10 Settlement of Disputes through Arbitration**

(i) Normally, there should not be any scope of dispute between the employer(department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes/differences binding on both the parties.

(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the Other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.

(iii) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued.

(iv) **Applicable Law:** The contracts shall be interpreted in accordance with the laws of the Union of India.

(v) **Legal Advice:** While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz. their Legal Department.

#### **(vi) Sole Arbitration:**

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a

person, appointed to be the arbitrator by CMD, CCL. The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for CMD, CCL to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by CMD, CCL as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as

CMD,CCL at his discretion may determine.

**(vii) Contracts with Partnership firm:**

A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm care should be taken to obtain consent of all the partners to the arbitration agreement.

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

**12. Guidelines for Banning of Business**

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
  - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
  - ii) If L-1 bidder fails to submit PSD and, 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 banned from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
  - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use Mobilization advance 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.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning 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, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
7. Approving Authority: The 'Banning of Business' 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 banning 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 banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / GM(E&M) / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

**13.**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 the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

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### 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)
01	<b>Car</b> All Sedans like Indigo ,Swift Dzire etc. and Hatch backs like Indica, Swift etc.	@ one liter for every 12 Kms run
02	<b>SUVs</b> All SUVs,MUVs like Bolero,Scorpio etc.	@ one liter for every 10 Kms run
03	<b>BUS</b> a)School Bus /shift bus-25+1/16+1 seater	@ one liter for every 8 Kms run
	b)School Bus /shift bus-32+1 seater	@ one liter for every 6 Kms run
	c)School Bus /shift bus-52+1 seater	@ one liter for every 3.5 Kms run
04	<b>Truck</b> a.Truck(10Te)	@ one liter for every 3 Kms run
	b.Mini Truck	@ one liter for every 7.5 Kms run
05	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 1<sup>st</sup> 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 and 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 3<sup>rd</sup> 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.

### **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.

#### **A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
  - a. Cancellation of my/our bid/contract (as the case may be)
  - b. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for ePayment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case we are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

#### **B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT**

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You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site:- <https://coalindiatenders.nic.in> is an e-procurement portal of Coal India Limited/its Subsidiary.

**THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND SET FORTH BELOW:**

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

**Bidder Registration, Password and Security:**

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder. 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 e-Tender 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 users 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 equipments 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:

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 e-Procurement 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.

**Annexure-I**

**PROFORMA FOR LETTER OF BID TO BE UPLOADED BY BIDDER DURING  
SUBMISSION OF BID ONLINE:**

**FORMAT FOR LETTER OF BID**

To,

The Tender Committee

Central Coalfields Limited

Sub: BID for the Work “.....”. (To be filled by department)

**NIT No.:**..... (To be filled by department)

**Tender Id No:**..... (To be filled by department)

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 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 declaration 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 Limited.

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

## Annexure-II

### PROFORMA FOR UNDERTAKING

(To be accepted in GTE)

I/We solemnly declare that:

1. I I/We am/are submitting Bid for the work..... (To be filled by department) against Bid Notice No. .... Dated..... (To be filled by department) and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
7. 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.
8. 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.

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

**Annexure-III**

**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/NEFT. 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)

**Annexure- IV**

**PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY**

.....(Name and Address of the concerned Subsidiary Company/ Purchaser Company)

Re: Bank Guarantee in respect of Agreement/Contract/Purchase order vide No.....,Dated..... Between Central Coalfields Limited (Name of Purchaser company) and ..... (Name of Supplier Company)

Messer..... a Company/Firm having its office at ..... (herein after called "the Contractor") has entered into the Agreement/Contract/Purchase Order vide no.....dated .....(herein after called "the said Agreement") with Coal India Limited, Kolkata on behalf of Central Coalfields Limited/ Purchaser Company (name of the concerned subsidiary Company) (hereinafter called "the Company") to supply ..... Stores/ materials amounting to Rs..... on the terms and conditions contained in the said contract.

The..... (name of the Bank) (hereinafter called "the Bank") having its Office at..... has at the request of the Contractor, agreed to give the Guarantee as hereinafter contained

We..... (name of the Bank) do hereby, 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 Agreement or shall commit any breach of its obligations there under, the Bank shall on demand, and without any objection, demur, pay to the company the said sum of ..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same , or calling 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.

We, 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 Agreement which is likely to be ..... day of ..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement 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 ..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the Contractor and discharges 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 Agreement or to extend time for performance of the said Agreement 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 Agreement 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 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 due 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.....only. The guarantee shall remain in force till the day .....\*..... of .....\*..... and unless the guarantee is renewed or claim is preferred against the bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liabilities hereunder except as provided in the preceding Clause.

The Bank has under its constitution power to give this Guarantee and ..... [Name of the person (s)] who has signed it on behalf of the Bank has authority to do so.

Dated this..... day of.....at.....

Place.....

Signature of the authorized person(s)

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 .....

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

**PROFORMA FOR EXECUTION OF AGREEMENT**

**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 Moneyand 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 –

v) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)

vi) 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 Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ 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 (2<sup>nd</sup> part of security deposit) 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 Sri .....on behalf of Signature

(Name of Company) in presence of -

a) Name :

Signature

b) Address: .

**CONSENT TO ARBITRATION CLAUSE 10 and 10A OF GTC**

**(Applicable in case of Partnership firm)**

**Not Applicable**

**(Covered in Stipulations of Undertaking)**



**Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs,2017 to be uploaded by bidder during submission of bid online on the LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL) :**

**“Certificate regarding compliance to order no.F.No. 6/18/2019-PPD dt 23/7/2020 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”**

**Not Applicable**

**(Covered in Stipulations of Undertaking)**

**Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. **No fresh registration at the State level shall be required.**

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Office order regarding exclusion from restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017**

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block  
New Delhi  
23rd July, 2020

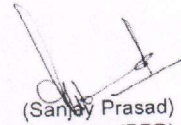
**Order ( Public Procurement No. 2 )**

**Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.**

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js\\_pfc2.doe@gov.in](mailto:js_pfc2.doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

**Format for Bid Securing Declaration**

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

**Not Applicable**

**(Covered in Stipulations of Undertaking)**

**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. **I** I/We am/are submitting Bid for the work.....against Bid Notice No. .... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of **Central Coalfields Limited**.

Or

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

- a. Name of the employee
  - b. Place of posting
  - c. Department
  - d. Designation
  - e. Type of relation – Wife/ Husband/ Father/ Step Father/ Mother/ Step-Mother/ Son/ Step-Son/ Son's wife/ Daughter/ Daughter's Husband/ Brother/ Step-Brother/ Sister/Step-Sister
3. \*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.**

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

Or

\*\*I / We .....have been banned by the organization named “ \_\_\_\_\_ ” for a period of..... year/s, effective from ..... to.....

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

5. We,.....  
.....(Name of Partners of Partnership Firm/Joint Venture), partners of  
.....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 10 and 10A of General Terms and Conditions pertaining to arbitration.

**(Note : - Applicable in case of Partnership firm)**

6. We certify that the works/services offered by us against the tender for the work “.....(Name of work)” against NIT No/Tender ID. .... Dated....., meet the minimum local content requirement and has local content:

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

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

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

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

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

(Where applicable, evidence of Competent Authority shall be attached.)

8. 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 including Earnest Money and banning of our firm and all partners of the firm etc.

Yours faithfully,

Date : .....

Signature of Bidder  
**(In case of Partnership firm, signature of all partners with name)**

(Rs. 100/- Non-Judicial Stamp paper)  
**UNDERTAKING**  
(only applicable to those bidders who have offered new vehicle)

This deed of undertaking executed on this ..... Day of ..... 20.. and..... By (Name of the bidder) S/O ..... residing at.....duly executed as an undertaking in favour of Central Coalfields Ltd. , unit..... Area.....hereinafter called CCL which terms shall mean and include successors administrators, heirs and assigns.

Whereas M/s CCL ..... invited bids for hiring of the vehicle, I/We am/are submitting our bid in respect of Tender Notice No. ....  
Dt.....

I/We ..... Acknowledge that, I/We..... have fully understood and are aware of the terms and conditions of the tender notice and do hereby unequivocally and unconditionally undertake and declare that:

1) I/We..... shall comply with terms and conditions of NIT to deploy the offered vehicles along with all essential certificates/documents of the offered vehicle within one month from the date of issue of LOI, in case I/We am/are become L-1 bidder.

2) In the event I/We fail to deploy/ provide the offered vehicle(s) within the time specified above, we undertake to compensate the loss and damage, if any , to CCL and further CCL shall be at liberty to take appropriate action as per NIT and rules prevailing in CCL.

In witness whereof this undertaking has caused on the .....  
day.....month.....of.....year.

Date:

Place:

(Signature)  
Name of the bidder.....