



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5952171  
Dated/दिनांक : 14-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-03-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-03-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Central Coalfields Limited
Office Name/कार्यालय का नाम	Central Coalfields Limited Ranchi Jharkhand
क्रेता ईमेल/Buyer Email	m.kashyap@nic.in
Item Category/मद केटेगरी	Hiring of Multimedia Creative Consultants - Manpower Based - 4 professionals along with equipment to be deployed at CCL headquarters Ranchi as mentioned in bid document; On Site; As mentioned in bid document; As mentioned in bid document
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	11316106
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	141500

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

HoD (CC and PR)  
Central Coalfields Limited Ranchi Jharkhand  
(Head Of Department)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If buyer has mentioned MSE purchase preference in ATC then service provider is required to upload MSE certificate of the corresponding service category for buyer's evaluation.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work/Creative Brief:**[1739520756.pdf](#)

**Payment Terms:**[1739520766.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As mentioned within enclosed ITB_ATC	100	70	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 70**

**QCBS Weightage(Technical:Financial):70:30**

**Presentation Venue:**CCL Headquarters, Ranchi

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
21-02-2025 11:00:00	CCL Headquarters, Ranchi Could be attended through physical mode and Video conferencing mode as well(web link shall be communicated through corrigendum to this bid)

**Hiring Of Multimedia Creative Consultants - Manpower Based - 4 Professionals Along With Equipment To Be Deployed At CCL Headquarters Ranchi As Mentioned In Bid Document; On Site; As Mentioned In Bid Document; As Mentioned In Bid Document ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Role	4 professionals along with equipment to be deployed at CCL headquarters Ranchi as mentioned in bid document
Deployment of Resource	On Site
Qualification required	As mentioned in bid document
Total years of Experience (in Years)	As mentioned in bid document

Specification	Values
Number of Permanent employees on the payroll	As per scope of work
<b>Addon(s)/एडऑन</b>	

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	No. of Resources as per role selected	Additional Requirement/अतिरिक्त आवश्यकता
1	Mayank Kashyap	834001,Central Coalfields Limited, Darbhanga House, Ranchi	1	<ul style="list-style-type: none"> <li>Number of months for which selected role/resource needs to be deployed during contract period : 12</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

**2. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**3. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

**4. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Central Coalfields Limited  
Account No.  
10106155123  
IFSC Code  
SBIN0010400  
Bank Name  
STATE BANK OF INDIA  
Branch address  
CCL CAMPUS CCL HEADQUARTER, DARBHANGA HOUSE, JHARKHAND 834001

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 5. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Central Coalfields Limited, Ranchi  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Central Coalfields Limited  
Account No.  
10106155123  
IFSC Code  
SBIN0010400  
Bank Name  
STATE BANK OF INDIA  
Branch address  
CCL CAMPUS CCL HEADQUARTER, DARBHANGA HOUSE, JHARKHAND 834001

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

**---Thank You/धन्यवाद---**

Ref. No.: CCL/NIT/2025/PR/275

Date: 14.02.2025

**Notice Inviting Tender**

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

- 1. Name of Work:** Hiring of Social Media Agency for Central Coalfields Limited.

**About the Company:**

- Central Coalfields Limited (CCL) is a “Miniratna public sector undertaking and a wholly owned subsidiary of Coal India Limited, established in November 1975. Headquartered in Ranchi, Jharkhand, CCL operates in eight districts of Jharkhand and is one of the largest coal producers of the country. The company undertakes a plethora of activities for the holistic development of the communities its serves.
- To create awareness about the CCL activities, achievement & upcoming works, CCL is keen to engage a “Hiring of Social Media Agency”. This initiative aims to enhance the CCL outreach and engagement with all internal & external stakeholders along with citizens through innovative and effective multimedia communication strategies.
- Therefore, CCL is inviting “Hiring of Social Media Agency”, through an open competitive selection process in accordance with the procedure set out here in the RFP document.
- For detailed profile of company and past financial results, Applicants may visit the CCL website: [https://www.centralcoalfields.in/ind/index\\_h.php](https://www.centralcoalfields.in/ind/index_h.php)

Description of Work	Resources required	(Cost per month for all required resources) inclusive of all taxes	Number of months for which resources need to be deployed	Estimated Cost of Work including GST @ 18% (in Rs.)	EMD (In Rs.)	Period of Completion
Hiring of social media agency for Central Coalfields Limited.	4 persons & equipment as mentioned in scope	<b>9,43,008.83</b> (Rs. Nine Lakh Forty-three Thousand Eight and Paise Eighty-three)	<b>12</b>	<b>1,13,16,106/-</b> (Rs. One Crore Thirteen Lakh Sixteen Thousand One Hundred and Six only)	<b>1,41,500/-</b> (One Lakh Forty-One Thousand Five Hundred Only)	365 days (12 Months)

**NOTE: Bidder is required to submit its QUOTE/ PRICE BID for the tender along with the duly filled in Price Break-up (as per Annexure- XII of ITB\_ATC document) strictly in accordance to instructions as mentioned at Clause no.11 of ITB\_ATC document.**



## **BACKGROUND**

### **1. Corporate Image/PR Makeover in the context of Central Coalfields Limited (CCL)**

Central Coalfields Limited (CCL) Ranchi is the largest Coal Mining company of Mineral-rich state Jharkhand which operates in 8 districts of the state. CCL is committed to fulfill the energy demands of the nation through sustainable mining. The company is one of the largest employers in Jharkhand and is one of the biggest contributors to the state exchequer. In FY 23-24 CCL shattered all the previous records to achieve the best ever performance.

The company touches lives of thousands of citizen of state directly and indirectly.

CCL, as a responsible corporate has been contributing for the development and upliftment of the people of Jharkhand since its inception. CCL has various CSR projects in different sectors such as sanitation, sports, skill development, health, education, welfare of the differently abled, education, drinking water, rural development etc benefiting the community. Majority of the beneficiaries / PAPs (Project Affected Persons) belong to the SC/ ST and the other underprivileged sections of the society.

CCL is conscious of its responsibility towards the environment and undertakes a plethora of initiatives for environment conservation and preservation including widespread plantation, development of eco parks etc.

The objective is to enhance the brand image of the company amongst the stakeholders. Various media platforms including Print. Electronic, Digital and social media is being utilized in this regard.

### **2. Scope of Work for Hiring of social media agency for Central Coalfields Limited.**

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CCL intends to create different I.E.C activities – Branding, Promotions for the purpose of Outreach Campaign to aware the stakeholders, citizens and dissemination of the achievement done by the CENTRAL COALFIELDS LIMITED (CCL), and its attached office in the interest of the citizen, and government. In view of it, the Scope of work and the Deliverables are detailed out below, but not limited to:

#### **A. Promotion and posting on Social Media Platforms for CCL**

1. To **maintain official Digital account** like Meta/Facebook Page, Twitter/X Profile, Instagram, LinkedIn, Threads and YouTube Channel of CCL including any other social media platforms which may be required or may emerge during the engagement.
2. **Posting and reposting** of content, writing, blogging and uploading on various digital media & social media platforms. The content will include but will not be limited to banners, creative content, design/graphic content, info-graphics, small CG Videos, reels, GIF etc.
3. The agency should ensure better reach of content and make it viral, following fair and legitimate methods.

#### **B. IEC, Information, Education and Communication**

All the designing and creation of content for outdoor advertisement, media campaigns, promotional events & expo for CCL will be complete responsibility of the agency.

**Designing e-books, annual reports, magazine & audio-visual production etc.** as and when required.

1. The agency shall be responsible for developing promotional, educational or informational short audio-visual videos upto 2 minutes which should have scripting/AV story board/ shoots/ original music., voiceover Colored, black and white to monochrome style for better understanding of the target audience as per the need of CCL & CENTRAL COALFIELDS LIMITED.
2. Designing of collaterals: The agency shall be responsible for designing of yearly calendars, notepads, banners, billboards, leaflets, program books, different flip books, drop downs, other outdoor and indoor brandings, E- books, Coffee Table Book, Compendium Book including website content. and other creative books as and when required.

**C. Other activities**

- Managing media relations and drafting press releases.

**Note:**

- Above is to be done without any infringement of Intellectual Property Rights(IPR).
- Transportation facility will be provided for carrying out IEC/Media related activities as on requirement basis; transportation, boarding and lodging will be paid as per actuals to the team involved if going outside the office premises.

**D. Team Structure**

To be deployed full time at CC&PR Dept., CCL, Ranchi and Job Profile for overall Media Management in order to execute the said scope of work the following skilled Manpower profile are required for the project:

S.No.	Position	Qualification	Responsibilities
1.	Social Media Manager	<ol style="list-style-type: none"> <li>1. Should have Minimum 5 years of work experience with PR agency/ organizations having minimum average revenue from operations of INR 20 Crores for the last three years.</li> <li>2. Should have full time PGDM/ Mass Communication Degree/ Diploma from Govt recognized institution.</li> <li>3. Should have knowledge of social media &amp; IEC</li> </ol>	<ul style="list-style-type: none"> <li>• Assist in Digital Marketing, Influencer Marketing, Marketing &amp; Advertising, Content Creation, Social Media Management, Query Management, Reporting &amp; Analytics, PR, Media management, Production Management &amp; other IEC activities related work</li> <li>• Coordinating with Stakeholders, Media houses, Writing Press Release, Press Briefing, Notes &amp; PPT for the Department.</li> <li>• Coordinating with the selected agency, the team stationed in CCL HQ and CC&amp;PR department CCL for effective implementation</li> </ul>

2.	Content Writer	<ol style="list-style-type: none"> <li>1. Should have Minimum 3 years of experience in writing, reviewing, editing, and updating content as a Content Writer with PR agency/ organizations having minimum average revenue from operations of INR 20 Crores for the last three years.</li> <li>2. Should have PGDM/Mass Communication Degree/Diploma from Govt recognized institution.</li> </ol>	<ul style="list-style-type: none"> <li>• Assist the creative team with the contents for the production of promotional materials.</li> <li>• Collaborating with internal departments to establish campaign objectives, complete, tasks, identify and solve problem.</li> <li>• Creation of content for outdoor advertisement, media campaign, promotional events etc.</li> <li>• Any other relevant work to be assigned by CCL.</li> <li>• Any Content writing works.</li> </ul>
3.	Graphic Designer Cum Animator	<ol style="list-style-type: none"> <li>1. Should have minimum 3 yrs. of experience as Designer cum Animator/AI tools with PR agency/ organizations having minimum average revenue from operations of INR 20 Crores for the last three years.</li> <li>2. Should have Bachelor degrees in Design/Film Making &amp; Journalism along with Degree in Editing/Animation from Govt. recognized Institution.</li> <li>3. Should be able to design catchy Presentation which should align with the company's Branding guidelines.</li> </ol>	<ul style="list-style-type: none"> <li>• Design innovative graphics for posting on social media platforms</li> <li>• Obtains approval of concept by submitting rough layout</li> <li>• Prepares finished copy and art by operating typesetting for Digital and printing use.</li> <li>• Contributes to team effort by accomplishing related results as needed.</li> <li>• Any other relevant work to be assigned by the CCL.</li> </ul>
4.	Video Editor cum videographer cum photographer	<ol style="list-style-type: none"> <li>1. Minimum 2 Years of experience in film making/ video production with PR agency/ organizations having minimum average revenue from operations of INR 20 Crores for the last three years.</li> <li>2. Diploma or degree in film making, video production or Mass communications.</li> <li>3. Proficiency with Adobe Premiere Pro CC, Final Cut Pro X, Adobe Premiere Elements 2019, Adobe After Effects, Adobe Photoshop. Experience working with</li> </ol>	<ul style="list-style-type: none"> <li>• Document activities such as events, field visits, campaigns etc. through photography and videography.</li> <li>• Ensure that all requests and instructions from CCL pertaining to videography and photography requirements are fulfilled.</li> <li>• Ensure high quality of the photo materials suitable for printing, publishing and web / design purposes.</li> <li>• Conceptualize information provided by client and put into white board or short-animation design videos for promotion-related activities, such as social media, public relations, etc.</li> </ul>

		video editing software.	<ul style="list-style-type: none"> <li>Combine visual footage with audio soundtrack (VO, effects, ambient sound, music) to create finished product.</li> </ul>
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**The attendance of the above-mentioned manpower under the contract shall be maintained with the office of CC&PR deptt., CCL Ranchi and attendance shall be marked on daily basis.**

**E. Tentative Hardware & Equipment's required:**

**1. Indicative requirement of equipment's & software's (To be provided by Agency at CCL campus for use by manpower deployed during execution of work):**

- i. Laptop with Adequate hardware requirement, laptop Software's for Social Media Monitoring, Graphic Designing, Animation, Video Editing and one DSLR Camera Equipment to DoP for Video & Shoots.
- ii. Adobe Suit (Adobe Photoshop, Adobe Illustrator, Adobe After effects, Adobe Premier, Adobe Media Encoder) & Corel Draw (Latest version) preferably the same version for all members of the Production team.

**2. Minimum Hardware Configuration for each resource:**

- i. i5 10th generation
- ii. 12 GB Graphic Card NVIDIA RTX GeForce Or 3050ti
- iii. 16 GB RAM and 1 TB SSD
- iv. MS Office

**3. Stock Footage Bank Subscription:**

- i. Beepro (Newsletter)
- ii. Freepik
- iii. Canva
- iv. Shutterstock (Image/ Video Stock)
- v. Envato (Video Stock/ Music)
- vi. Story blocks (Video Stock/ Music)

**4. Camera Equipment & Other:**

- i. Should have Full HD Professional DSLR Camera of Nikon/Canon
- ii. Should have at least block lens & wide lenses
- iii. Other secondary accessories like Tripod, Collar mic and others equipment
- iv. Pen Drives & Portable Hard Drives

**\*The requirements mentioned herein are indicative in nature and can vary depending on the requirements and availability of alternatives. No deployment of supporting equipment will be made without the prior approval of Engineer-in-charge.**

**Note:**

1. **Quarterly Reporting** - The agency will submit a detailed report on the steps undertaken for overall promotion of CCL and initiatives / work done by the agency and the results achieved in every quarter.

**The scope of work is indicative and need not be limited to the activities mentioned herein.**

**MINIMUM EXPECTED WORK FROM THE AGENCY:**

Job Work	Activity	Description of activity	Frequency Range/ Frequency
Development of media content and creatives	1. Press Release	Drafting and disseminating of press releases. in national and regional media in consultation with the CC& PR Department, CCL.	20 per month
	2. Social media management	Creation and posting / reposting content on CCL's social media platforms with relevant infographics (static & animated), Motion graphics/reels etc. as needed to expand CCL's social media reach in consultation with CC&PR department.	On daily basis (Working Day)
	3. Creation of short videos	Creating a short video with a maximum duration of 2 two minutes. The job includes ideation. story and creation, graphics animation, background music final video production with voiceover.	2 Every week
Media Monitoring & Analytics	4. Tracking Print, Digital, Television, and Social Media	Tracking Print, Digital/ Online, Television, and Social Media platforms relevant to CCL. The job will broadly include the following. <ul style="list-style-type: none"> <li>• Preparing press/ media coverage clippings</li> <li>• Flagging important social media posts.</li> <li>• Informing about trending topics</li> <li>• Informing about eye-catching comments on CCL's social media handles</li> </ul>	On a daily basis
	5. Analysing CCL' s Social Media platforms	Preparing analytical reports of social media performance of CCL's handles	2 in a month
Corporate Literature	6. e-newsletter emailer	Collation & creation of content and designing and layout e-newsletter emailer for in-house communication	1 in a month
	7. Magazines/ Annual report	Collation & creation of content and designing and layout of Half Yearly Magazine/Booklet & Annual report	3 Per Annum
	8. Advertising	Designing & layout of banners, standees, pamphlets, on various occasions	2 to 5 per month

In addition to the above deliverables, CCL may ask the Social media Agency to organize Press Conference, Media Visit and Interviews at no additional cost other than the monthly retainership fees. However, the cost of Venue, Food and Beverage charges, backdrop, banners, Audio Visual equipment hiring, outstation travel expenses including lodging and boarding, and other incidental expenses (if any) shall be borne by CCL.

**Other Terms:**

- a. The full copyright of all PR and Social Media material produced would rest with CCL.
- b. The logo(s), punchline(s), tagline(s) and any other creatives created on execution of contract based on this tender document will be the property of CCL in perpetuity.
- c. Digital version of the documents (as sought by CCL) created under the contract for brand image enhancement will have to be submitted by the Agency to CCL before the end of the contract.

**Note:** However, the Agency can be used for any activity beyond the above deliverables only upon approval of competent authority on mutually agreed terms and conditions; and CCL will pay Directorate of Advertising and Visual Publicity (DAVP) rates wherever applicable for its execution besides the above monthly retainer ship fee.

**3. Period of Engagement**

CCL proposes to appoint the Social media Agency shall be made initially for a period of one year and it may further be extended to 2nd/3rd Year at the same rate and terms and conditions subject to satisfactory performance duly evaluated by a committee constituted by Director (Personnel), CCL.

However, it is expressly stated here that the said tenure is not to be construed as assured and CCL reserves the right not to re-appoint at its sole discretion without assigning any reason thereof.

On the contrary, if the services are found to be not satisfactory, the CCL Management may terminate the services at any time it deems fit.

Mere participation in the bid is not an assurance of engagement. CCL even after receiving the bids and Creative Presentation reserves the right to cancel the entire engagement procedure.

**4. Other terms**

- The engagement does not guarantee any minimum business.
- Central Coalfields Limited shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally, the Agency shall get it confirmed immediately from CCL at the earliest in writing to avoid disputes.
- The Agency is expected to be sincere and prompt in responding to the call of CCL. The execution of job is to be time bound and with all required information so as to avoid delay. The agency should be able to execute order at short notices, beyond office hours, and even on holidays.

- Notwithstanding any terms of the tender document, CCL reserves the right to invite or award any work to any agency/agencies outside the engaged Agency, at the sole discretion of CCL.

## 5. PERFORMANCE AND PAYMENT FOR THE AGENCY

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by CCL.
- It is to be noted that payment shall be made on a monthly basis based on attendance being registered against the manpower deployed at CC&PR deptt, CCL. Applicable GST shall be paid additionally.
- The agency is required to ensure physical attendance of the deployed manpower at CC& PR deptt, CCL for a minimum of 22 days per month; failing which monthly payment shall be proportionately reduced. The reduction will be calculated as below:

Reduction to monthly payment:  $(\text{Monthly payment}^* / 30) \times \text{Total number of days of physical absence made by the deployed manpower within a month.}$

\*Monthly payment (in Rs.)= (Contract value for 1 year/ 12)

- For any change/substitute of deployed manpower with suitable replacement, it shall be done only upon prior confirmation/ consultation with the Engineer-in-charge.
- Non-performance of its delivery obligations shall render CCL liable to recover liquidation damages as per the provisions of the tender document.
- If the Agency fails to complete the work as per the specifications and to the satisfaction of CCL, CCL reserves the right to cancel the engagement.
- The cancellation / termination of the work order/ LoA by CCL shall be at the risk and responsibility of the Agency.
- The Bidder shall perform its obligations under the agreement entered into with CCL, in a professional manner.

## 6. Time schedule of Tender

- a. Bid Start Date/Time: Will be defaulted to the Date/Time when Bid is published.
- b. Bid Duration: 15 Days.
- c. Bid End Date/Time: 15\*24 hrs from the Bid Start date/Time.
- d. Bid Opening Date/Time: 30 Min after Bid End Date & Time / Date & time mentioned in the GeM Bid Document.
- e. Seek Clarification/Representation: As per GeM Portal.
- f. Pre-Bid Meeting/Conference: Date and Venue Mentioned in the GeM Bid Document.

### Note:

- i. The work is not splittable.

ii. If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the Tender will be extended manually at the time of bid opening as per GeM functionality for a period of four days.

- Last date of submission of Bid
- Date of opening of Tender.

If any of the above extended Dates falls on Sunday/Holiday i.e., a non- working day 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.

- iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids as per GeM Functionality.
- iv. The validity period of the tender should be decided based on the final end date of submission of bids.
- v. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.
- vi. 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 GeM portal. Under any circumstances, CCL 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.
- vii. The Company is not under any obligation to accept the highest scorer Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, as its sole discretion.
- viii. The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in GeM portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- ix. 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.
- x. The Bidders should submit bid for the whole work mentioned in the Bid Document.
- xi. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.
- xii. The Price-bids of the tenderers will have no condition.

#### **7. Pre-bid Meeting/Interaction (If applicable):**

Pre-bid meeting will be held virtually from CCL HQ, Ranchi. The link of the pre- bid meeting shall be shared before the date of the meeting. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidder and it shall be presumed that the Bidder does not require any clarification. If a Pre-Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal at least 07 days before of the Bid Submission end Date.



#### 8. Pre-Contract Integrity Pact:

Bidders are required to submit the pre- contract integrity pact as available in the Bid document. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company. Name, address and contact Number of the Independent External Monitor (IEM): -

Name	e-mail
Shri Sadhu Ram Bansal, Ex CMD, Corporation Bank	<i>email: sr.bansal123@gmail.com</i>
Shri Sanjiv Garg, Ex-IRTS	<i>Email: sanjivgarg.india@gmail.com</i>

In order to explore the possibility of settling the dispute amicably & quickly, the bidders are advised to approach the IEM first, before preferring to litigate the matter in court. However, the bidders may also note that the recommendations of the IEM would only be advisory in nature and not legally binding on CCL.

#### 9. Procurement of Services through GeM Portal:

- i. The guidelines issued by GeM/Gol from time to time through Notification/ Circular/ Office Memorandum will be followed for procurement through GeM (only if mandated by GeM Portal), even if the same are either not specially indicated in the Bid Document or not in line with the provisions of CIL Manuals.
- ii. The other provisions which are not mandated by GeM portal shall be guided as per respective Manuals/ Guidelines.

#### Contact Person Details:

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
HoD (CC&PR) Division Central Coalfields Limited Darbhanga House, Ranchi - 834001	Mr. Mayank Kashyap, Dy.Manager (CC&PR), CCL email: <a href="mailto:m.kashyap@coalindia.in">m.kashyap@coalindia.in</a> Mob: +91-8987785656
In case of any difficulty in participation in the tender, the prospective bidder will contact to GeM helpdesk, the details are provided under the Contact US tab on GeM Portal, i.e., <a href="https://gem.gov.in/contactUs">https://gem.gov.in/contactUs</a>	

#### Distribution:

1. The Director (Personnel), CCL.
2. TS to CMD.
3. General Manager (System) – CCL
4. Tender Committee Members

Sd/-  
HoD (CC&PR)  
Central Coalfields Limited

## ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)

### 1. SCOPE OF BIDDER

- 1.1. Central Coalfields Limited invites bids for the work as mentioned in the Bid Document / Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Document / Scope of work.
- 1.2. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

### 2. ELIGIBLE BIDDERS

- 2.1. The invitation for bid is open to all Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC). In a tender, a Bidder shall participate in one bid only.
- 2.2. The Applicant entity shall not be under corporate insolvency resolution process, liquidation or similar proceedings under the Companies Act, 2013 and its amendments thereof or any relevant law in India, as applicable.
- 2.3. The bidder shall have to be 'Class-I Local Supplier' as per Public Procurement Order 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, 04.03.2021 & 19.07.2024) regarding 'Make in India' policy of Government of India.

### 3. ELIGIBILITY CRITERIA OF THE BIDDER

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

**a) EMD/Bid Security:**

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

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

The bidder has to submit the EMD/Bid Security in CIL/Subsidiary's designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only. The details of which is as follows:

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

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

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

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

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

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

Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

**Note:** - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.”

- vi) The Bid Security/ EMD deposited with the Employer will not carry any interest.
- vii) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.
- viii) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.
- ix) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

**[Note:**

- 1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.
- 2) Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

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

The following documents depending upon the status w.r.to GST as declared by Bidder in the GeM portal:

a. **Status:** GST registered Bidder under regular scheme

**Document:** GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

b. **Status:** GST registered Bidder under composition scheme.

**Document:** GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

c. **Status:** GST unregistered Bidder:

**Document:** A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

**Note: -**

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

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

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

1. The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below:
  - a. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.

Or
  - b. Partnership deed containing name of partners.

Or
  - c. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
  - d. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

- j) **Written Consent regarding Arbitration:**

It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm. For this a general form of undertaking has been specified at **Annexure – IV** (Signed by all Partners of Partnership firm). For other category of Bidders acceptance of terms and condition through LOB complies this requirement.

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

The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally and submit Letter of Bid at the time of bid submission. **Any Bid not accompanied by a LoB shall be rejected by the employer as nonresponsive.**

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

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

- l) **Pre-Contract Integrity pact**

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

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

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

**m) Code of Integrity for Public Procurement (CIPP)**

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in the ATC of Bid document (**Annexure – IV**). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company and sign by all partners, in case of Partnership Firms.

**n) Restrictions on Public Procurement from certain countries:**

The Undertaking of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document.

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

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

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

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

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

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

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

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

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

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



- a. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
- b. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

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

- 3.2. Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted as proof of the qualification requirements.
- 3.3. If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

**Notes:**

- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Revenue from Operations in INR converted in accordance with the reference rate of the Reserve Bank of India/FBIL (published on its official website) as of the last date of the relevant financial year. In the event, the Reserve Bank of India did not publish the reference rate with respect to any currency in which the financial statements are recorded for any Applicant then the Bill selling rate of State Bank of India may be used for conversion rate.
- The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

**4. ONE BID PER BIDDER**

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

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

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

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

## **5. COST OF BIDDING**

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

## **6. DELETED**

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

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

- i) Scope of Work/Bill of Quantities,
- ii) Additional Terms & Conditions (Instructions to Bidders),
- iii) Service Level Agreement / Conditions of Contract,
- iv) GeM GTC as linked in GeM Bid Document,
- v) Forms of Securities,
- vi) Pre-contract Integrity Pact,
- vii) Proforma for e-Mandate,
- viii) Guidelines on Debarment of firms from Bidding,
- ix) Other documents, if required.

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1. Pre-bid meeting/Interaction, after publication of Tender may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre- Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before of Bid Submission end date, which can be viewed by all interested Bidders.

8.2. The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per GeM functionality.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender

Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

## 9. CORRIGENDUM TO BID DOCUMENT

Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

## 10. LANGUAGE OF BID

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

## 11. BID PRICES

11.1. The Bidders shall offer for the whole Scope of work / Bill of Quantities (For a period of one year) in the bid and submit the break-up of the same in the format provided at **ANNEXURE- XII**. Based on quote submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard. The price quote should be filled on GeM portal in line with guideline as mentioned below:

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

11.2. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account.

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

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of

submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.

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

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

Input tax credit is to be availed by CCL as per rule.

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

from the current bills or any other dues of the supplier/vendor along with interest, if any.

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

- 11.5. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account.

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

## **12. CURRENCIES OF BID AND PAYMENT**

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

## **13. BID VALIDITY**

- 13.1. Bid shall remain valid for a period not less than 120 days after the deadline for bid submission.

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

#### **14. BID SECURITY/EARNEST MONEY DEPOSIT:**

Please refer Clause No. 3.1 (a) of ATC (ITB) of Bid Document.

#### **15. SIGNING AND SUBMISSION OF BID:**

- a. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal (<https://gem.gov.in>). The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act.
- b. The Bidder will submit their bid online. No off-line bid shall be accepted.
- c. The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to Bidder), Service Level Agreement (Conditions of Contract), GeM GTC of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d. The Bidder will have to make the payment of EMD / Bid Security through online mode only.

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

- e. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time.
- f. For online submission of tender the Bidders will have to upload the following-
  1. **For Two Part System-** All the confirmatory documents as prescribed in the Bid Document in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

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

- i) **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref.

No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to submit the Letter of Bid at the time of bid submission.

- ii) **Confirmatory Documents/Technical Clarification:** All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document by the Bidder are to be uploaded in Cover-I.
- iii) **Price bid:** The Price bid containing the Bill of Quantity will be Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document. The Price-bids of the tenderers will have no condition. The rate to be quoted will be exclusive of GST but inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- iv) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

16.1. Bids shall be submitted online on the GeM Portal only.

16.2. The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of GeM Contract with the following provision of penal action:

### **I. For Two Part System-**

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CCL. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders in CCL. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:

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

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

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

18.1.1. The Technical bid (Cover-I) will be opened on schedule date as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Opener” as per the GeM functionality.

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

## **19. EVALUATION OF TENDER:**

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

### **19.2. Evaluation of Tender-**

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

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

- A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents. If it confirms to all of the information/ declarations furnished by the Bidder does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents in the Bid Document.
- D. The tender will be evaluated on the basis of documents uploaded by Bidder(s). The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the Bidder(s) submit(s) requisite documents online as per Bid Document, and secure minimum technical marks as follows:

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



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

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

**Creative Presentation:**

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

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

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

### 19.3. Method of Selection

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

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

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

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

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

- i. Overall Score =  $[[Xt.(T/Thigh*100) + Xf.(Clow/C*100)]]$ ,
- ii. where, T= Total technical score awarded to the Service provider
- iii. Thigh= Highest technical score achieved for the bid
- iv. C= Price offered by the service provider
- v. Clow = The lowest of all price offered (L1price)
- vi. Normalized technical score =  $(T/Thigh *100)$
- vii. Normalized Financial Score =  $(Clow/C*100)$
- viii. Xt.=Weightage for technical evaluation (70% in this tender)
- ix. Xf.= Weightage for financial evaluation (30% in this tender).
- x. The proposals will be ranked in terms of Overall score secured. The proposal with the highest overall score (H-1) will be considered for award of contract and may be called for negotiations, if required.

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

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

Tender Evaluation – QCBS – 70: 30

#### Note:

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

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

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

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

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

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

- A. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA\*) based on recommendation of Tender Committee at the date and time intimated through GeM Portal as per Portal functionality.
  - B. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document, then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
  - C. The price bid shall be given a weightage of 30% and technical evaluation shall be given a weightage of 70%. The combined score of technical proposal (70%) and Price bid (30%) will determine the H1, H2, H3(Highest bidders) and so on.
- 19.4. The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the scanned documents uploaded by Bidder and after evaluation of the reasonableness of highest scorer rates.

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

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

19.6. (A) **Logical End of online created Tender:** Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.

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

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

## **20. TECHNICAL CLARIFICATION OF BIDS:**

Technical clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the GeM Portal only.

## **21. PROCESS TO BE CONFIDENTIAL**

21.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned.

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non- submission of Technical Clarification / Confirmatory documents within prescribed time.

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

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

## **22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

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

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

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

- 23.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 22.
- 23.2. The evaluation of Bid, by the Employer shall be done as per Clause No. 19.
- 23.3. The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
- 23.4. No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the highest scorer, the rebate offer will be taken into account for determination of the total offer.
- 23.5. Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. H1 will be decided on the basis of QCBS.

## **24. AWARD CRITERIA**

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

- a. Eligible in accordance with the provisions of Clause 2; and
- b. Qualified in accordance with the provisions of Clause 19.

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

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

### **25.2. (A) Negotiations**

- l) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the H1 bidder, who is techno-commercially responsive and on whom the contract would have been placed, but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of

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

- A. Where the procurement is done on nomination basis;
  - B. Procurement is from single or limited sources;
  - C. Procurements where there is suspicion of cartel formation which should be recorded; and
  - D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardize essential operations, maintenance and safety, negotiations with H1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- II) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CCL based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.
- III) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to H1, in order to arrive at an acceptable rate, shall amount to a negotiation.
- IV) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:
- A. Negotiations must be carried out by the CA or TC only;
  - B. It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
  - C. The tenderer to be called in for negotiations, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
  - D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation,

the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

**(B) In case, negotiation with H-1 does not yield a reasonable rate, re-tendering should be done straightway.**

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

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

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

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

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

26.1. The Bidder/ Seller, whose Bid has been accepted, will be notified /communicated by the Company /Buyer through GeM Portal issuing of GeM Contract.

26.2. In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of ATC (ITB).

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

Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest.

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

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

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



## **29. Downloading bid document**

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

## **30. e-Payment**

The Bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful Bidders/ Bidders are required to submit an Authorization form duly signed for e-payment at the time of bidding.

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

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

## **32. Miscellaneous**

- 31.1. The bidders should read the bid document properly and carefully. They should avoid quoting absurd rates.
- 31.2. Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A Subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entry substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

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

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

Explanation--

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

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

another in dealings with third person.

### **34. Code of Integrity for Public Procurement (CIPP)**

#### **1. Introduction**

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ contractors should accept a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

#### **2. Code of Integrity for Public Procurement**

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

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

part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

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

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

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

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

### **3. Obligations for Proactive Disclosures**

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

#### **4. Punitive Provisions**

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

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

# **FORMATS / ANNEXURES**

**ANNEXURE – I (PRE-CONTRACT INTEGRITY PACT)  
(To be signed on Plain Paper)**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer / Authorized Representative (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute..... (Name of the work) and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Section 1 – Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) years.
- 2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)".
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion

is taken. This undertaking is given freely and after obtaining independent legal advice.

- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

#### **Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors**

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-Contractor(s)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(For & On behalf the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Sign & Name & Address)

Witness 1:  
(Sign & Name & Address)

\_\_\_\_\_

\_\_\_\_\_

Witness 2:  
(Sign & Name & Address)

Witness 2:  
(Sign & Name & Address)

\_\_\_\_\_

\_\_\_\_\_

## ANNEXURE- A

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

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/ registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also, one manufacturer can authorize only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.  
However, if all the details given in Para-(i) are complied with, the requirement of submission of document mentioned at Para- (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

**ANNEXURE –II (PROFORMA FOR LETTER OF BID)**

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

To,

The Tender Inviting Authority.  
Central Coalfields Limited

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

Ref: No.:

Dear Sir,

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

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

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

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

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

We agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision of Conditions of Contract, Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to” cancel the award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months”.

Yours faithfully,

Signature of Bidder with Seal



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

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

We solemnly declare that:

1. I/We am/are submitting Bid for the work “**Hiring of Social Media Agency for Central Coalfields Limited**” against Ref. No CCL/NIT/2025/PR/275, **Dated: 14.02.2025** and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub- contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.  
(Where applicable, evidence of Competent Authority shall be attached.)
7. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Yours faithfully,

Signature of Bidder with Seal

ANNEXURE – IV (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, arbitration clause (in case of partnership firm), CIPP etc.

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

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

OR

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

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

2. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

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

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

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

Or

\*\*I / We .....have been debarred or banned by the organization named "....." for a period of..... year/s, effective from ..... to.....

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

4. We,.....(Name of Partners of Partnership Firm), partners of .....(Name of Partnership Firm) hereby consent to abide by the relevant provisions of Conditions of Contract of SLA / Bid Document pertaining to arbitration.

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

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

OR

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

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

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

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

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

Or

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

**\*Delete whichever is not applicable**

Yours faithfully,

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

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

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

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

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

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

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

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

Place:

Signature:

Date:

Name of the Partner / Proprietor:

Membership No.:

UDIN:

Seal of the Practicing Chartered Accountant:

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

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

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

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

Name of the Applicant: [•]

Place:

Signature:

Date:

Name of the Partner / Proprietor:

Membership No.:

UDIN:

Seal of the Practicing Chartered Accountant:

**ANNEXURE – VC: CLIENTELE DETAILS**

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

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

(Sign. & Seal of Authorized Signatory)

Date:  
Place:

**ANNEXURE – VD: EXPERIENCE DETAILS**

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

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

Date:  
Place:

(Sign. & Seal of Authorized Signatory)

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

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

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

**Note:**

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

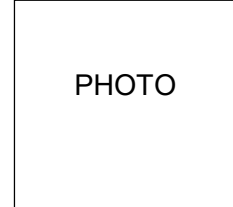
Date:  
Place:

(Sign. & Seal of Authorized Signatory)



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

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



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

(i)

(ii)

6. Details of  
Completed  
Assignments

(i)

(ii)

Signature:

Date:

(Countersigned by the authorized representative of Bidder)

**ANNEXURE – VII: CERTIFICATE FROM CLIENT**

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

**(SUGGESTIVE FORMAT)**

**Ref. No:**

**DATED:**

**[TO WHOMSOEVER IT MAY CONCERN]**

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

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

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

Place:  
Date:

(Signature of Authorized Person with Full Address)

**ANNEXURE – VIII (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)**

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

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. **Date from which the mandate should be effective.**

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

Place:

Date:

Signature of the Party / Authorized Signatory

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

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

To

.....  
.....

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

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

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

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

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

**NAME OF PACKAGE:**

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

**NAME OF CONTRACTOR:**

**DATED:**

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

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

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

Place:  
Date:

Signature:  
Name:  
Designation:

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

To,  
.....

Date:.....

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

Ref. No.

I ..... having registered office at ..... hereby confirm that the percentage of local content in the offered item is----- % and meets the local content requirement for 'Class-I local supplier' as prescribed under Public Procurement (Preference to Make in India) Order, 2017(as amended from time to time).

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

- 1.
- 2.
- 3.

Place:Date:

Signature:

Name: Designation:



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

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

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

## SERVICE LEVEL AGREEMENT / CONDITIONS OF CONTRACT

### 1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company by the HoD(CC&PR) or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor"/"Contractors"/"agency(ies)" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Bid Security / Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv. 'Tender Accepting Authority (TAA)/ Awarding Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.

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

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

- v. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vi. "Consulting Executive/Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. Head of Department (HoD) Corporate Communications and Public Relations (CC&PR) is the Engineer-In-Charge will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge 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, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge.
- viii. The 'Contract' shall mean the GeM Contract generated at the time of award which includes Condition of Contracts, GeM GTC, GeM SLA, Additional Terms & Conditions (ITB), schedule of quantities with rates and amounts, Schedule of work.
- ix. The 'Works/Service' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or

additional or any work of emergent nature, which in the opinion of the Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x. 'Contract price' shall mean:-

- in the case of lump sum contracts the total sum for which tender is accepted by the Company.
- in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.
- 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

## **2. CONTRACT DOCUMENTS**

The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:

- a. Scope of work / Bill of Quantity,
- b. GeM GTC linked with GeM Bid Document,
- c. Additional Terms & Conditions (Instruction to Bidders),
- d. Service Level Agreement / Conditions of Contract,
- e. GeM SLA linked with GeM Bid Document,
- f. Guidelines on Debarment of firms from Bidding,
- g. Code of Integrity for Public Procurement,
- h. Any other document, if required.

2.1 The Bidder shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, to any person other than a person employed by the Bidder in the performance of the Contract.

2.2 The Bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy and/or confidentiality, as required of such documents. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of performing the Contract.

## **3. DISCREPANCIES AND ADJUSTMENTS THEREOF:**

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

3.1 In the event of varying or conflicting provisions made in any of the

document/documents 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 and same shall be accepted by the Bidder.

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

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

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

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

#### **4. SECURITY DEPOSIT/PERFORMANCE SECURITY:**

4.1 Security Deposit shall consist of Performance Security to be submitted within 21 days of generation of GeM Contract by the successful bidder. The Security Deposit shall bear no interest.

Performance Security should be 5% of contract value and should be submitted within 21 days of generation of GeM Contract by the successful Bidder in any of the form given below:

A Bank Guarantee (BG) in the form given in the bid document ( Annexure – IX of ITB) from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....

Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.  
Demand Draft drawn in favour of ..... on any Scheduled Bank payable at its Branch at.....

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

The Earnest Money/Bid Security deposited is to be returned to the bidder within 15 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

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

- A) at Bidder's option by a Scheduled Bank,
- Or
- B) by a Foreign Bank located in India and acceptable to the Employer.

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

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

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

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

Name of beneficiary and details	Name	Central Coalfields Limited	
	Area	*	
	Bank A/C no. of beneficiary	10106155123	
	Customer ID/CIF no. of beneficiary	80288731402	
	Department	**	
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank Of India	ICICI Bank Ltd.
	Branch and Address	SME Branch, Doranda, Ranchi-834002	Ratu Road Branch, Ranchi
	SFMS Code/ IFSC Code	SBIN0009620	ICIC0001150
	SWIFT CODE ***	SBININBB387	
	Identifier Code		CCL557642336
*	HQ /Name of the Area of CCL		
**	Civil/Excv./E&M/CMC/MM etc. as applicable.		
***	In case of foreign BG, SWIFT code to be used instead of SFMS code.		
<b>NOTE: - The department shall ensure extension of guarantee period in case of extension of time.</b>			

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

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

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

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

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

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

#### 4.3 Refund of Security Deposit:

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

Performance Security shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-In-Charge).

### 5. TIME – THE ESSENCE OF CONTRACT

5.1 The Commercial Operation Date (“COD”) or “Service Commencement” shall be within 7 days from the date of GeM Contract or such extended period as may be agreed upon by CIL.

If the Bidder, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid date, the CCL shall, without prejudice to any other right or remedy, be at liberty, by giving 15 (fifteen) days’ notice in writing to the Bidder / Agency to commence the work, the Company shall debar such defaulting Bidder /Agency from participating in future tenders for a period of minimum 1 (one) year from the date of issue of such letter. In case of Partnership firm, the debarment shall also be applicable to all individual partners of Partnership firm.

**Note:** However, debarment shall be done as per Guidelines on Debarment of firms from bidding.

### 6. ASSIGNMENT AND SUBLETTING OF CONTRACT:

6.1 The contractor may, after informing the Engineer-in-Charge or authorized representative, with proper justification for acceptance, assign or sub-let the contract or any part thereof. Such assignment or subletting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior information of executive shall be void.

6.2 The Contractor shall not be allowed to sub-Contract works in any manner to any third-party lien, right or interest, provided that the sub-Contractor / sub-vendor is from a country which shares a land border with India unless such Contractor is registered with the competent Authority, with the written approval of the Owner. Provided that such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, default and neglects of any sub-Contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.

6.3 The Contractor shall not sub-Contract all or substantially whole of the works. For the avoidance of doubt, the decision of the Owner in respect of the substantiality of the works proposed to be sub-contracted shall be final and binding on the Contractor.

### 7. PATENT RIGHTS AND ROYALTIES

7.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may

be instituted for alleged infringement of any patent involved in the supply, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled.

## **8. CONTRACT PRICE**

8.1 The monthly fees with additions and deletions as may be agreed for the entire scope of the work of the project as per this tender document

## **9. HANDLING OF DOCUMENTS / CONFIDENTIALITY**

9.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

9.2 The obligation of a party under above sub-clauses, however, shall not apply to that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

9.3 The above provisions of this Conditions of Contract shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

9.4 The provisions of this Conditions of Contract shall survive termination, for whatever reason, of the Contract.

9.5 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

## **10. DEDUCTIONS FROM CONTRACT PRICE**

10.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated in writing by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by CIL or other subsidiaries of CIL and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

## **11. LIQUIDATED DAMAGES FOR DELAY IN COMMENCEMENT/PERFORMANCE**

11.1 Liquidated damages for delay in Service Commencement as per the Contract shall be at the rate of 0.5% of the Contract value for each week's delay or part thereof subject to maximum limit of 10% of the total Contract value.

11.2 CCL shall recover liquidated damages for delay by the Agency in the performance of its delivery obligations. CCL shall recover penalty at the rate of 0.5% of the Monthly Fees for each week's delay or part thereof subject to maximum limit of 10% of the total Contract value, for non-performance and delayed performance of the committed deliverables.

In case if the Agency is unable to perform any of the activities provided due to any act of omission on the part of CCL, then failure to perform such activity shall not be attributable to the Agency. In such a case, liquidated damages as per clause 11.2 shall not be applicable.

## **12. CONTRACTOR'S DEFAULT**

12.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or part (at the option of the Owner), if the Contractor fails to perform any other obligation(s) under the Contract. The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay of commencement of training. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

12.2 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

## **13. DELAYS BY OWNER OR HIS AUTHORISED REPRESENTATIVE**

13.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the executive shall be final.

## **14. EXTENSION OF DATE OF COMPLETION –**

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

- a. due to any reasons defined as Force Majeure
- b. any other causes which, at the sole discretion of the company is beyond the control of the contractor

"Hindrance Register" should be maintained for recording the hindrances.



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

Time extension on account of hindrance shall be granted by HoD (CC&PR), CCL based on the recommendation of the his/her Authorized Representative of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay. The extension will have to be by party's agreement, expressed or implied.

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

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

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

#### **15. FORCE MAJEURE (FM) CLAUSE**

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

- A. The successful Bidder/ Contractor will advise, in the event of his having resort to this Clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over 90 days, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- B. For delays arising out of Force Majeure, the Bidder/ Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Company nor the Bidder shall be liable to pay extra costs (like increase in rates, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations / disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 days.

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

## 16. CONCURRENT DELAYS

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

## 17. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

17.1 The Company shall, in addition to other remedial steps to be taken as provided in the Conditions of Contract, be entitled to cancel/terminate the contract in full or in Part, if the Contractor

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

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

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

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 the Company.

Or

obtains a contract with the Company as a result of ring tendering or other non-bonafide method of competitive Bidding.

Or

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 shall in such an event give fifteen (15) days notice in writing to the contractor of his decision to do so.

The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

The Engineer-In-Charge may debar the contractor for minimum one year from participating in future bidding.

17.2 The contract shall stand terminated under 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 Company or by an order of Court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the 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 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 legal representative or to the partnership concern.
- 17.3 On full termination of the contract or on full cancellation of the contract, the Engineer-in-charge shall have powers:
- A. To take possession of the work/service and carry out balance work through any other agency.
  - B. 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 by Forfeiture of Security Deposit comprising of Performance Security at disposal of the employer.

It is being clarified that the above liability is over and above the penalties payable by the Contractor on account of Liquidated damages as per provision of Clause 11.

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 17.2(D).

**Note:** However, debarment shall be done as per Guidelines on Debarment of Firms from Bidding.

**17.4 Suspension of work** - The Company shall have power to suspend the progress of the work 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 the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason 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. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the executive. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

**17.5 Foreclosure of contract in full or in part** - If at any time after acceptance of the tender, the Company may decide to abandon or reduce the scope of the work for any reason.

In this case the, Engineer-In-Charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work, the Company shall be liable to pay the Contractor at the contract rates full amount for works executed and measured upto the date of such abandonment/reduction in the work.

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 amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

However, the penalty on account of Liquidated damages as per provision of Clause 11 will be levied on the Contractor.

## **18. NO WAIVER OF RIGHTS**

Neither the inspection by the owner or the executive or any of their officials, employees or agents nor any order by the owner or the executive for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the Engineer-in-Charge, nor any extension of time, nor any possession taken by the Engineer-in-Charge shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

## **19. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

No interim payment certificate of the Engineer-in-Charge, nor any sum paid on account,

by the owner, nor any extension of time for execution of the works granted by the Engineer-in-Charge shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the executive or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.

## **20. GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

## **21. LANGUAGE AND MEASURES**

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

## **22. RELEASE OF INFORMATION**

The contractor shall not communicate, share or use any material or information of the owner of the works under this contract, or other information, concerning the works unless prior permission has been obtained from the owner.

## **23. CONSTRUCTION OF THE CONTRACT**

In case owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.

The contract shall in all respects be construed and governed accordingly to Indian Laws.

## **24. ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## **25. ENGINEER-IN-CHARGE'S DECISION**

25.1 In respect of all matters which are left to the decision of the Engineer-in-Charge

including the granting or withholding of the certificates, the Engineer-in-Charge shall, if required to do so by the contractor give in writing a decision thereon.

- 25.2 If in the opinion of the contractor, a decision made by the Engineer-in-Charge is not in accordance with the meaning and intent of the contract, the contractor may file with the Engineer-in-Charge within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer-in-Charge's decision and the decision shall become final and binding.
- 25.3 The Engineer-in-Charge's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer-in-Charge as rendered shall be promptly observed.

## **26. POWER TO VARY OR OMIT WORK**

- 26.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the Engineer-in-Charge, but the Engineer-in-Charge shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer-in-Charge thereof in writing and the Engineer-in-Charge shall decide forthwith, whether or not the same shall be carried out and if the Engineer-in-Charge confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 26.2 In the event of the Engineer-in-Charge requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 26.3 In any case in which the contractor has received instructions from the Engineer-in-Charge as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer-in-Charge to that effect. But the contractor shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer-in-Charge.
- 26.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the contractor proceeds with the change.

26.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the executive shall prevail.

26.6 Notwithstanding anything stated above in this clause, the Engineer-in-Charge shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

## **27. DEFENCE OF SUITS**

If any action in court is brought against the owner or Engineer-in-Charge or an officer or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the Engineer-in-Charge and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

## **28. LIMITATIONS OF LIABILITIES**

Except in case of Criminal Negligence or Willful Misconduct,

- (i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or about this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.
- (ii) The Contractor shall not be liable to the owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.
- (iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

## **29. MARGINAL NOTES**

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

## **30. PAYMENTS TERMS INCLUDING DOCUMENTS REQUIRED FOR PAYMENT**

30.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified in this tender. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the contractor of all his liabilities under the contract. The paying authority will be GM (Finance), CCL or his authorized representatives.

- 30.2 Owner will make progressive payment as and when the payment is due as per the terms of payment. The Contractor shall raise monthly bills as per clause 5 within NIT/scope of work document. Payment will become due and payable by the owner within twenty one (21) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

Payment would be made within 21 days of submission of the bills, on acceptance and confirmation by HoD(CC&PR), CCL, that the same is in order as per terms and condition of contract.

- 30.3 In the event, tax invoices issued by the contractor are not uploaded on the common GST portal in a time manner resulting in denial of credits in the hands of the employer, the employer shall be at liberty to withhold so much of the amounts from the subsequent payments due to the contractor.

#### 30.4 TAXES PERMITS AND LICENSES

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

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid 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 bidder. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

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

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

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

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input



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

**Note:** During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the bidder 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.

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.

The Agency shall be liable and pay all Indian taxes, duties, levies, and costs lawfully assessed against the Agency in pursuance to the contract. CIL will not pay any extra amount on account of any permits or licenses that is required to be obtained by the Agency in course of execution of the contract. However any statutory variation of GST on the services falling within the scope of work shall be borne by CIL.

The Company shall deduct Income Tax as per prevalent rate from time to time as per the provisions of the Income tax Act, 1961 of India.

### **31. PAYMENT PROCEDURE**

Subject to any deduction which the Employer may be authorized to make under this Contract, and or to any additions or deductions provided for this Contract, the Contractor shall be entitled to payment as follows:

- I. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the Contract Agreement. All payment shall be made on the basis of deliverables as per scope of work.
- II. The Contractor shall submit the Tax Invoice for claim in three copies with relevant GST details and all supporting documents as per the Contract condition to the Employer. After due verification and recommendation, the Employer shall process verified bills for release of payment. Payments shall be released in 21 (Twenty One) days by A/c payee cheque / RTGS/ NEFT or any other mode as communicated by the Employer from date of submission of clear invoice.
- III. The Contractor shall submit the Tax Invoice for the work executed showing separately GST and any other statutory levies in the Tax Invoice.
- IV. All taxes and deductions shall be applicable as per prevailing statutory rules and provisions in force.
- V. In case the Contractor fails to submit the invoice with all the required documents to process payments, the Employer reserves the right to hold the payment of the Contractor against such invoices.

### **32. OBLIGATIONS OF THE SUCCESSFUL BIDDER**

The Successful Bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to CCL and shall at all times support and safeguard CCL's legitimate interests.

### **33. PRICE VARIATION CLAUSE**

The Price shall remain fixed and firm without any price variation due to any escalation in price for the entire period of the contract and extension.

### **34. MERGER, ACQUISITION OR DIVESTITURES OF THE BIDDER**

In case of merger, acquisition or divestiture of the Bidder subject to consent of the CCL in writing, the acquiring/ transferee company shall be bound by the terms and conditions of the Contract during the Contract Period, at no additional cost to the CCL.

### **35. SETTLEMENT OF DISPUTES WITH THE AGENCY/CONTRACTOR**

It is incumbent upon the bidder to avoid litigation and disputes during the course of execution. However, if such disputes take place between the bidder 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 bidder 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 HoD (CC&PR), CCL. If difference still persists 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, then matter shall be resolved through conciliation.

#### **Conciliation:**

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations

(excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

### **36. SETTLEMENT OF DISPUTES THROUGH ARBITRATION**

- i) Normally, there should not be any scope of dispute between the employer (department) and the bidder 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 bidder.

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 bidder 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.

#### **Sole Arbitration Clause:**

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, mutually appointed by the employer and the bidder - to be the arbitrator. 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 to mutually (by the employer and the bidder) 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 mutually (by the employer and the bidder) 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 thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

(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.

(viii) In cases where CIL/ Subsidiary has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL/ Subsidiary to the bidder / concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL/ Subsidiary should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL/ Subsidiary as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL/ Subsidiary may be allowed to be used by the bidder/ concessionaire with the prior approval of the lead banker and CIL/ Subsidiary. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the bidder declines, or is unable, to provide the requisite bank guarantee and/or fails to open a escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

- 37.** 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 GST (if applicable) or other taxes/impositions, if any, and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

**38. CLOSURE OF CONTRACT**

The closure of contract shall be done within a period of 60 days after completion of the work.

**39. GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING**

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning

as of 'Debarment'.

3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances:
  - 
  - (i) Withdrawal of Bid as per relevant provisions of tender document.
  - (ii) If H-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
  - (iii) If H-1 Bidder fails to start the work on scheduled time.
  - (iv) In case of failure to execute the work as per mutually agreed work schedule.
  - (v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, Agency shall be debarred from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - (vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - (vii) Formation of price cartels with other bidder with a view to artificially hiking the price.
  - (viii) The bidder fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - (ix) Bidder fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
  - (x) Bidder 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 bidder's obligation defined in the Integrity Pact wherever such Pact exists.
  - (xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
  - (xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
  - (xv) False declarations w.r.t Make in India Order.
  - (xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

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

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

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

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

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

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

*Note: "Company" means a company incorporated under company's Act 2013 or under any previous company law.*

9. The above 'Debarment' shall be in addition to other penal provisions of Bid Document /Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CCL. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the

approval of the Competent Authority as per the details below:

- a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CCL, then the Competent Authority for debarment shall be CMD of CCL.
  - b. In case the Accepting Authority of the work is up to the level of Director of CCL, then the Competent Authority for debarment shall be Director of CCL.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.
- A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CCL. The appellate authority in case debarment is done with approval of CMD CCL, shall be CFD of CCL.
15. All the orders of debarment or orders passed in appeal shall be marked to Concerned HODs of CCL/Nodal Officer of CCL. Nodal officers of CCL shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CCL/GeM Portal).