

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-01-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-01-2025 19:30:00
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	Coal India Limited
Office Name/कार्यालय का नाम	Contract Management Cell
क्रेता ईमेल/Buyer Email	rahul.amane@coalindia.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Tax Consultant of indirect taxes; Financial Services, Tax Consultant of indirect taxes; Yes; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	3 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) *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?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2371800
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	29700

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

GM FINANCE
COAL INDIA LIMITED, KOLKATA
(Gm Finance)

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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Last 3 years average business revenue from consulting:AS PER BUYER ADDED ATC

Number of Consultants on payroll of firms:AS PER BUYER ADDED ATC

Number of projects completed in India having similar scope & size of proposed project under hiring:AS PER BUYER ADDED ATC

Scope Of work:[1736146332.pdf](#)

Payment Terms:[1736146425.pdf](#)

Profile of Consultants:[1736169052.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 PER BUYER ADDED ATC	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Tax Consultant Of Indirect Taxes; Financial Services, Tax Consultant Of Indirect Taxes; Yes; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Functional Consultants , Tax Consultant of indirect taxes
Consultant's Profile	Financial Services , Tax Consultant of indirect taxes
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

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%	100%

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेपिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashutosh Kumar	700156, Coal Bhawan Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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.](#)

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

कोल इण्डिया लिमिटेड महाप्रबंधक कार्यालय (वित्त) 3 तल्ला, कोर-2, प्रेमिसेस-04-एमआर, प्लॉट-ए एफ-III, एक्शन एरिया-1A, न्यूटाउन, रजरहट, कोलकाता-700156, फोन 033-७११२४५५०, ईमेल: gmfinance.cil@coalindia.in वेबसाइट: www.coalindia.in सी आई एन - L23109WB1973GOI028844	 एक महारत्न कंपनी A Maharatna Company	Coal India Limited Office of General Manager (Finance) Regd. Office: 3rd floor, Core-2 Premises no-04-MAR, Plot no-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156 PHONE: 033-7110-4550, EMAIL: gmfinance.cil@coalindia.in WEBSITE: www.coalindia.in CIN- L23109WB1973GOI028844
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Ref. No. CIL:

Date:12.2024

Invitation for Bids

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 Partnership firm, LLP or Company registered under Companies Act. The selection of a bidder shall be made under Quality Cum Cost Based Selection (QCBS).

1) Introduction:

- 1.1: Coal India Limited (CIL) is a “Maharatna” Public Sector Undertaking under Ministry of Coal, Govt. of India with headquarter in Kolkata, West Bengal. CIL is the largest coal producing company in the world. It has operation in North Eastern Coalfields, Assam and one Regional Sales Office in Mumbai and Delhi office for its standalone segment.
- 1.2: Coal India is also having ten fully owned Indian subsidiary companies spread across different states of India. In addition, CIL has a foreign subsidiary company in Mozambique namely Coal India Africana Limitada.

Description of work	Estimated cost including GST @ 18%	EMD (in Rs.)	Period of Completion (in days)
Tax Consultant for its corporate office and subsidiaries to carryout assignment in respect of indirect taxes as mentioned in the scope of work.	Rs 23,71,800	Rs 29,700/-	1095

Note: The work is not splittable.

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
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SCOPE OF WORK

Coal India Limited intends to engage Tax Consultant for CIL (Standalone) to carryout assignment in respect Indirect Taxes as mentioned in the scope of work as enumerated below:

- i. Opinion on Indirect Tax matters whenever needed by CIL & its subsidiaries (through CIL). Updating management on the changes in finance bill, any amendment, changes in the act/ rules, circulars/ notifications issued having any bearing / impact on the company. The opinion on urgent matters are required to be provided within 2 days and in other cases within 5 days.
- ii. Assisting in tax planning, assessing its tax positions and advising on various economically efficient options available as and when required including advance tax planning.
- iii. Verification/ vetting of relevant schedules along with Monthly/Annual Tax Return of CIL's Standalone Accounts and assisting in filing the same with tax authorities in time including prior advice on monthly and annual GST compliances to be undertaken by CIL and preparation of compliance schedule;.
- iv. Attending and compliance of various notices/audit memos issued by tax authorities to Coal India Ltd. in connection with assessment/other proceedings.
- v. Reviewing of assessment/appellate orders pertaining to various issues and suggesting subsequent actions thereon.
- vi. Reviewing, preparing, filing, pleading and arguing all appeals before the Commissioner and Commissioner (Appeals) for Coal India Ltd.
- vii. Reviewing, preparing, pleading and arguing all appellate orders/ legal references before the Appellate Tribunal for Coal India.
- viii. Advising management on merit of the case for filing appeal before honorable High Court against the order of Appellate Tribunal and assisting the counsel appointed by CIL by briefing him about the facts of the case and other related matters and keeping CIL informed about the status of appeal.
- ix. To give opinion for any other matter relating to Indian indirect taxation as may be required from time to time.
- x. Quarterly status report on the pending appeals preferably within seven days from the end of the quarter
- xi. Pursuing, assisting and co-ordinating with Tax Authorities for timely getting effect orders/refund dues.
- xii. Highlighting Advance Ruling/Appellate/High Court/Supreme Court orders relevant to CIL issues.
- xiii. Any other matters related to indirect taxes including pending matters related to Service Tax/ VAT/Excise Duty/other taxes subsumed in GST .

Note:

- (a) The work is not splittable.
- (b) If the 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.

Extended Dates

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

If any of the above extended Dates falls on a 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.

- (c) In this extended period, any new bidder can submit his tender online. The existing bidder(s) will have right to modify/withdraw their bids during extended period of submission of bids as per GeM functionality.
- (d) After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- (e) The validity period of the bid would be considered based on the final end date of submission of bids due to any extension.
- (f) The participation by the bidder in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding documents
- (g) The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidder.
- (h) The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in it's entirely, as its sole discretion.
- (i) 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 GeM Portal regularly to keep themselves updated.
- (j) 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.
- (k) Execution of work by engagement of child labour is also prohibited.
- (l) The Bidders should submit bid for the whole work mentioned in the Scope of Work.
- (m) The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the Scope of Work/Bill of Quantity.
- (n) The Price-bids of the tenderers will have no condition. The Price-bids which are incomplete and not submitted as per relevant clause of ATC (ITB) instructions will be rejected.
- (o) CIL 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 CIL's action

- (p) The participating Bidders shall not disclose details of their bids or other details of their e-bids to other Bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002
- (q) CIL will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.

Tender Inviting Authority

Coal India Limited

ADDITIONAL TERMS & CONDITIONS (INSTRUCTION TO BIDDER)

1. SCOPE OF BIDDER

- 1.1. Coal India 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 Partnership firm, Limited Liability Company (LLP) 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.

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 as deliberated below: -

Earnest Money/ Bid Security is 1.25 % of the estimated cost, rounded off to next hundred rupee, which is Rs 29,700/- for this tender.

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	Coal India Limited
	Bank A/C no. of beneficiary	0100050002081
	IFSC Code	PUNB0143720
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	Punjab National Bank
	Branch and Address	Newtown, Rajarhat

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 bidder 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 Bidder should have average Revenue from operations of Rs.2 (Two) crores in the last 3 (Three) completed financial years i.e. FY 2021-22, 2022-23 and 2023-24.

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.

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

- c) **Clientele Experience:** The bidder must have a minimum experience in handling similar contracts of at least 5 different clients in the preceding 7 years (within period from 01st Apr 2017 to 31st March 2024).

The clients should be listed in Indian stock exchange.

The annual revenue from operations of the client as per the latest audited (with UDIN) profit & loss account statement for the year ended 31.03.2024 of each such client shall be equal to or more than Rs. 5,000 crore.

Note - “Similar work” means consultancy assignments for Indirect tax matters on retainership basis

Scanned copy of documents to be uploaded by bidders:

The Bidder to submit the list of Clientele Details as per Annexure VB along with Annexure – VII.

Scanned copy of relevant letter of award duly certified by the Managing Partner / Senior Partner. The bidder shall submit the completion certificate issued by the client while claiming the experience.

Scanned copy of Audited Profit & Loss Account and Balance Sheet of statement of client with UDIN as on 31.03.2024.

- d) **Experience:** The Bidder should be a Partnership Firm/LLP registered in India having experience of minimum 10 (Ten) years having experience in Indirect Tax Matters as of 31 March 2024.

Scanned copy of documents to be uploaded by bidders:

The Bidder to submit the Experience Details as per Annexure VC.

Certified copy of registered partnership deed in case of Partnership firm or

Registration Certificate/ Certificate of Incorporation issued by registrar in case of LLP or

Certificate of Incorporation/ Registration Certificate issued by respective professional Institute.

- e) **Professional Partners:** The Bidder should have minimum 10 (Ten) full time qualified CAs/CMAs/LLBs as partners out of which at least 2 (Two) should be having at least 10 years' experience in the Indirect tax field.

Scanned copy of documents to be uploaded by bidders:

List of the partners along with the resume giving the brief details of relevant experience and their membership no. The list should be attested by authorized Managing Partner / Senior Partner establishing the fulfillment of criteria. A copy of their CV's and appointment letter/ or any relevant document as 'Partner' is to be submitted. List of details to be submitted as per Annexure VD.

- f) **Team Members:** The Bidder should have minimum 10 paid qualified CAs/CMAs/LLBs (other than partners) out of which at least 2 should have minimum 5 years' experience in Indirect tax field.

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.

List of qualified CA's/CMAs/LLBs (other than partner) as per payroll listing along with the Segment handled and their CV's. The list shall be certified by the Managing Partner / Senior Partner establishing the fulfillment of criteria. A copy of their CV's and appointment letter is to be submitted.

- 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 Partnership firm/ LLP/ Company registered under Companies Act/.

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. Partnership deed containing name of partners.
 - b. 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. For this a general form of undertaking has been specified at **Annexure – IV**

(Signed by authorised Partners). 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 (Not applicable)~~

~~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**).

- 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; and/or on account of debarment as applicable.

4. ONE BID PER BIDDER

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

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in CIL 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 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) Pre-contract Integrity Pact,
- vi) Proforma for e-Mandate,
- vii) Guidelines on Debarment of firms from Bidding,
- viii) 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 Works mentioned in the Scope of work / Bill of Quantities. 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.

11.2. The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities / Bid Document. 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 CIL as per rule.

If CIL 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 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 Partnership firm/LLP
- 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.
Note: The bidder has to quote consolidated amount for the contract period of three years. The annual fee shall be considered on pro rata basis.
- 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 CIL. 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 CIL. 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. Evaluation will be done only for the bidders satisfying all the parameters of eligibility criteria and the selection shall be made under Quality-Cum-Cost Based Selection (QCBS) method. The Bidders/Applicants should fulfil the following Evaluation criteria:

DOCUMENT BASED TECHNICAL EVALUATION (DBTE)

S. No	Eligibility Criteria	Maximum Marks	Documents to besubmitted
1	<p><u>Legal Status of the Bidder</u> The Bidder should be a Partnership Firm/LLP registered in India having experience of minimum 10 (Ten) years.</p> <p>Minimum marks for 10 years' experience will be 15. For each additional full year of experience, 1 additional mark will be awarded.</p>	25	<p>Certified copy of registered partnership deed in case of Partnership firm or</p> <p>Registration Certificate/Certificate of Incorporation issued by registrar in case of LLP or</p> <p>Certificate of Incorporation/ Registration Certificate issued by respective professional Institute.</p>
2	<p><u>FINANCIAL CAPACITY</u> The bidder should have average revenue from operations of Rs. 2 (Two) crores in the last 3 (Three) completed financial years i.e., 2021-22, 2022-23 & 2023-24.</p> <p>Minimum marks for the criteria for having average annual turnover of Rs. 2 Crore in the last 3 completed financial years will be 10. For each</p>	15	<p>Audited financial statements of the entity (Balance Sheet, Profit & Loss Account) duly certified by a Chartered Accountant with UDIN.</p>

	<p>additional Rs.1 (one) crore turnover / receipts, additional 1 mark will be Awarded.</p> <p><i>Note: Revenue from Operations here means the Operating revenue that an entity generates from its primary business activities and it shall not include other income of the Applicant.</i></p>		
<p><u>EXPERIENCE</u></p> <p>The Bidder should have minimum (Ten) full time qualified CAs/CMAs/LLBs as partners out of which at least 2 (Two) should be having at least 10 years' experience in the Indirect Taxation field.</p> <p>3 Minimum marks for the criteria will be 10. The bidder is to submit the name of the partner who will deal with Coal India Ltd. and having minimum experience of 10 years in Indirect Taxation field.</p> <p>One (1) additional mark for each additional completed year of experience in Indirect Taxation exceeding 10 years will be awarded for such partner, so designated as dealing Partner with Coal India Ltd.</p> <p>The partner designated in the contract has to cover full term of the contract including any extension thereof and can only be replaced with equivalent or higher experience in Indirect Taxation field.</p>	15	<p>List of the partners along with the resume giving the brief details of relevant experience and their membership no. The list should be attested by Managing Partner / SeniorPartner establishing the fulfillment of criteria. A copy of their CV's and appointment letter/ or any relevant document as 'Partner' may be submitted.</p>	

4	<p><u>Service Provider Resources</u></p> <p>The Bidder should have minimum 10 paidqualified CA's/CMAs/LLBs (other than partner) out of which at least 2 should have minimum 05 years' experience in Indirect Taxation field.</p> <p>Minimum marks for the criteria will be 10. The bidder is to submit the name of at least 1 (One) paid qualified employee who will deal with Coal India Ltd. and having minimum experience of 05 years in Indirect Taxation field.</p> <p>One (1) additional mark for each additional completed year of experience in Indirect Taxation exceeding 05 years to each qualified CA/CMA/LLB (other than partner), so designated to deal with Coal India Ltd.</p> <p>The designated employee in the contract has to cover full term of the contract including any extension thereof and can only be replaced with equivalent or higher experience in Indirect Taxation field</p>	15	<p>List of qualified CA's/CMAs/LLBs (other than partner) as per payroll listing along with the Segment handled and theirCV's. The list shall be certified by the Managing Partner / Senior Partner establishing the fulfillment of criteria. A copy of their CV's and appointment letter may be submitted.</p>
	<p><u>Experience of handling similar assignments</u></p> <p>The bidder must have a minimum experience in handling similar contracts, of at least 5 different clients in the preceding 7 years (within period from 01st Apr 2017 to 31st March 2024).</p>		<p>Scanned copy of relevant letter of award duly certifiedby the Managing Partner / Senior Partner. The bidder must submit the satisfactorycompletion certificate whileclaiming the experience.</p> <p>Scanned copy of Audited P&L Account and Balance Sheet statement with UDIN as on 31.03.2024.</p>

5	<p>The clients should be listed in Indian stock exchange.</p> <p>The annual revenue from operations as per the latest audited (with UDIN) profit & loss account statement for the year ended 31.03.2024 of each such client shall be equal to or more than Rs. 5,000 crore.</p> <p>Minimum marks for the criteria will be 20 for 5 clients. For each additional client, extra 2 marks will be awarded.</p> <p><i>Note - "Similar work" means consultancy assignments for Indirect tax matters on retainership basis.</i></p>	30	
	Total Marks	100	
	Other criteria's		
	The Bidder should have full time office in Kolkata prior to commencement of work.	No Value	Self-undertaking should be given
	The bidder should not have been debarred/ black listed/ disqualified by any regulators/ statutory body in India.	No Value	Self-declaration

Evaluation and scoring process

- A. The overall cut-off is 70% Technical Score (TS) i.e. 70 marks to be eligible for opening of Price Bid of the individual bidder.

NOTE: The Part I – Technical Offer 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.

- 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/scope, as per the instant requirement).
- C. The Bidders should submit bid for the whole work mentioned in the Bid Document.
- D. 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.
- E. For selection, the marks scored by short-listed bidders in their Technical Offer will then be given a weightage of 70. Similarly, the Financial Offer of short-listed bidders will be given a weightage of 30. The combined score of Technical and Financial offers will determine the overall score based on Quality-cum-Cost Based System (QCBS). The qualified bidders scoring the highest combined score shall be ranked H-1, H-2, H-3 and so on in that order.

Combined score will be calculated for all bidders using formulae given below:-

Score = (T/Ht) X (Wt) + (LC/C) X (1-Wt).

Where,

T is Technical Evaluation score (Technical Eligibility) of the firms.

Ht is the Highest Technical Evaluation Score (Technical Eligibility) among the eligible firms.

Wt is 70 % weight given to Technical evaluation score.

LC is lowest quoted rate.

C is rate quoted by the firm.

Note:

This being a QCBS tender, the procurement/purchase preference to MSME, Make in India and Start up shall not be applicable.

CIL shall evaluate the technical proposal on the basis of eligibility criteria (qualification criteria) and scoring methodology given above. The cumulative score on technical parameters should not be less than 70 out of 100, for being eligible for Price-Bid opening.

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.

- F. 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.
- G. 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).
- H. 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.

Note: The procurement/purchase preference to MSE and Make in India and Start- Up shall not be applicable.

- 19.3. 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.

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

- 19.5. (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 lowest evaluated, 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

- I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (H1), 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 jeopardise 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 CIL 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 lowest Bidder & splitting up of the work is not considered necessary, selection of H-1 may be decided through a Random Algorithm executed by GeM system.

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:

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

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

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.
[Not to be part of Tender Document:

The Earnest Money/Bid Security deposited is to be returned to the Contractor 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.

4.3. 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.

The proforma of Bank Guarantee for performance shall be as per Annexure XI.

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.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement. The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG. Bank Guarantee (BG) is to be submitted in the format prescribed by the Company.

Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at 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 Security Deposit shall bear no interest.

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 Kolkata 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, including any member of a Joint Venture/Consortium (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated 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 entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Joint Venture/Consortium where any member of the Joint Venture/Consortium falls under any of the above

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

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

Explanation--

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

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

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

1. Introduction

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

2. Code of Integrity for Public Procurement

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

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

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

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

to all individual partners of JV/Consortium/Partnership firm and in case of Company then only the Company shall be debarred.

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

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

3. Obligations for Proactive Disclosures

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

4. Punitive Provisions

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

- a. If his bids are under consideration in any procurement
 - a. Forfeiture or encashment of bid security;
 - b. calling off of any pre-contract negotiations; and
 - c. rejection and exclusion of the bidder from the procurement process
- b. If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

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

FORMATS / ANNEXURES

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

General

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

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

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

NOW, THEREFORE,

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

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

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

Section 1 – Commitments of the Principal

- ~~1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:–~~
 - ~~a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~
 - ~~b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~

- c. ~~Principal will exclude from the process all known prejudiced persons.~~
- 2) ~~If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.~~

~~Section 2 – Commitments of the Bidder(s)/ Contractor(s)~~

- 1) ~~The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.~~
 - a. ~~The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
 - b. ~~The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.~~
 - c. ~~The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
 - d. ~~The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure A.~~
 - e. ~~The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~
 - f. ~~Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.~~
- 2) ~~The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

Section 3 – Disqualification from tender process and exclusion from future contracts

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

- 1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) years.
- 2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. “Commitments of Bidder(s) / Contractor(s)”.
- 3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders / Contractors / Sub-Contractors

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

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

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

~~Section 8 – Independent External Monitor~~

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

~~right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~

- ~~7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.~~
- ~~8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~
- ~~9) The word 'Monitor' would include both singular and plural.~~

~~Section 9 – Pact Duration~~

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

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

~~Section 10 – Other provisions~~

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

~~Section 11 – Facilitation of Investigation~~

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

~~Section 12 – Law and Place of Jurisdiction~~

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

~~Section 13- Other Legal Actions.~~

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

~~(For & On behalf the Principal)~~

~~(Office Seal)~~

~~Place _____~~

~~Date _____~~

~~(For & On behalf of Bidder/ Contractor)~~

~~(Office Seal)~~

~~Witness 1:~~

~~(Sign & Name & Address)~~

~~_____~~

~~Witness 1:~~

~~(Sign & Name & Address)~~

~~_____~~

~~Witness 2:~~

~~(Sign & Name & Address) _____~~

~~_____~~

~~Witness 2:~~

~~(Sign & Name & Address) _____~~

~~_____~~

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 CIL 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 authorise 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.
Coal India Limited

Sub: Letter of Bid for the work “.....”

Ref: No.: “.....” (to be filled by the department)

Dear Sir,

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

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

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

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

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

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 “.....” against **Ref. No.** **Dated**..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. **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 Coal India Limited is as follows:

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

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

Or

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

*** Delete whichever is not applicable.**

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

Or

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

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

4. We,.....(Name of Partners of Partnership Firm), partners of(Name of Partnership Firm) hereby consent to abide by the relevant provisions of 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 / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

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

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

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)	Whether documentary evidence (Audited Profit and Loss Statement) have been furnished (Yes / No) Furnish reason if answer is 'No'
1				
2				
3				
Average				

Note: Revenue from Operations here means the Operating revenue that an entity 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: CLIENTELE DETAILS

Details of Clients in the preceding 7 years (within period from 01 April, 2017 to March 31, 2024) in consultancy assignments for Indirect tax matters on retainership basis.

Sl. No	Name of the Client	Period of Work	PO/LOA/ contract Reference#	Type of Work Done	Documentary Evidence Client Certificate (Yes/No)	Whether Revenue from Operations of Client Greater than or Equal to INR 5000 Crores (Yes/No)	Documentary Evidence Latest Audited Profit & Loss Statement of Client Attached (Yes/No)
		Date to Date					

Note: In support of the above experience (s), Bidder shall furnish their respective:

1. Client Experience certificate from the Client in the format enclosed at ANNEXURE -VII of the bid document and;
2. Self-Certified Copies of Latest Audited Financial Statement of the Client shall be provided to ascertain the Revenue from Operations of the Clients.
3. The Bidder additionally needs to enclose relevant documents like copies of authentic work order, agreements, etc. supporting the details/data.
4. The Bidder may enclose additional sheets of the above format, if required.
5. The Bidder to ensure that documentary proof is provided along with this Annexure. Client whose Certificate has not been attached as per Annexure VII and Audited Profit and Loss Statement not been shared shall not be considered for Technical Scoring.

Date:

Place:

(Sign. & Seal of Authorized Signatory)

ANNEXURE – VC: 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:

(Sign. & Seal of Authorized Signatory)

Place:

ANNEXURE – VD: Partners Details

Details of partners with experience

Sl. No.	Name of the Partner	Number of Years of Experience	Partners field Experience	Education	Whether CV Attached (Yes/No)

Note: The details of the partner as per the records of the respective professional institute or any other document needs to be enclosed. Partners whose details has not been attached will not be considered for Technical Scoring.

Date:
Place:

(Sign. & Seal of Authorized Signatory)

ANNEXURE – VE: PROFESSIONAL TEAM MEMBERS DETAILS

Number of Professional/Manpower of the Applicant with experience

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

Note: CV of the above Personnel to be attached as per format given in Annexure – VI. It is clarified that Personnel whose CV has not been attached will not be considered for Technical Scoring

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 of Organisation / Company	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)

(FORMAT)

Ref. No:

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that, M/s _____ (Bidder) have provided Satisfactory services of *consultancy assignments for Indirect tax matters on retainership basis* 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 ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to 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 Coal India Limited. in respect of our aforesaid Contract No..... dated.....including amendments, if any, issued by Coal India Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Coal India 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 Coal India Limited. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place:

Date:

Signature:

Name:

Designation:

ANNEXURE – XI PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To
.....

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

WHEREAS

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

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks) for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security. NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

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

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

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

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

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

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

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

Any notice by way of request, demand or otherwise hereunder maybe sent by post/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.

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

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

Evaluation will be done only for the bidders satisfying all the parameters of eligibility criteria and the selection shall be made under Quality-Cum-Cost Based Selection (QCBS) method. The Bidders/Applicants should fulfil the following Evaluation criteria:

DOCUMENT BASED TECHNICAL EVALUATION (DBTE)

S. No	Eligibility Criteria	Maximum Marks	Documents to besubmitted
1	<p><u>Legal Status of the Bidder</u> The Bidder should be a Partnership Firm/LLP registered in India having experience of minimum 10 (Ten) years.</p> <p>Minimum marks for 10 years' experience will be 15. For each additional full year of experience, 1 additional mark will be awarded.</p>	25	<p>Certified copy of registered partnership deed in case of Partnership firm or</p> <p>Registration Certificate/Certificate of Incorporation issued by registrar in case of LLP or</p> <p>Certificate of Incorporation/ Registration Certificate issued by respective professional Institute.</p>
2	<p><u>FINANCIAL CAPACITY</u> The bidder should have average revenue from operations of Rs. 2 (Two) crores in the last 3 (Three) completed financial years i.e., 2021-22, 2022-23 & 2023-24.</p> <p>Minimum marks for the criteria for having average annual turnover of Rs. 2 Crore in the last 3 completed financial years will be 10. For each additional Rs.1 (one) crore turnover / receipts, additional 1 mark will be Awarded.</p> <p><i>Note: Revenue from Operations here means the Operating revenue that an entity generates from its primary business activities and it shall not include other income of the Applicant.</i></p>	15	<p>Audited financial statements of the entity (Balance Sheet, Profit & Loss Account) duly certified by a Chartered Accountant with UDIN.</p>

	<p><u>EXPERIENCE</u></p> <p>The Bidder should have minimum (Ten) full time qualified CAs/CMAs/LLBs as partners out of which at least 2 (Two) should be having at least 10 years' experience in the Indirect Taxation field.</p> <p>3 Minimum marks for the criteria will be 10. The bidder is to submit the name of the partner who will deal with Coal India Ltd. and having minimum experience of 10 years in Indirect Taxation field.</p> <p>One (1) additional mark for each additional completed year of experience in Indirect Taxation exceeding 10 years will be awarded for such partner, so designated as dealing Partner with Coal India Ltd.</p> <p>The partner designated in the contract has to cover full term of the contract including any extension thereof and can only be replaced with equivalent or higher experience in Indirect Taxation field.</p>	15	<p>List of the partners along with the resume giving the brief details of relevant experience and their membership no. The list should be attested by Managing Partner / Senior Partner establishing the fulfillment of criteria. A copy of their CV's and appointment letter/ or any relevant document as 'Partner' may be submitted.</p>
4	<p><u>Service Provider Resources</u></p> <p>The Bidder should have minimum 10 paid qualified CA's/CMAs/LLBs (other than partner) out of which at least 2 should have minimum 05 years' experience in Indirect Taxation field.</p> <p>Minimum marks for the criteria will be 10. The bidder is to submit the name of at least 1 (One) paid qualified employee who will deal with Coal</p>	15	<p>List of qualified CA's/CMAs/LLBs (other than partner) as per payroll listing along with the Segment handled and their CV's. The list shall be certified by the Managing Partner / Senior Partner establishing the fulfillment of criteria. A copy of their CV's and appointment letter may be submitted.</p>

	<p>India Ltd. and having minimum experience of 05 years in Indirect Taxation field.</p> <p>One (1) additional mark for each additional completed year of experience in Indirect Taxation exceeding 05 years to each qualified CA/CMA/LLB (other than partner), so designated to deal with Coal India Ltd.</p> <p>The designated employee in the contract has to cover full term of the contract including any extension thereof and can only be replaced with equivalent or higher experience in Indirect Taxation field</p>		
5	<p><u>Experience of handling similar assignments</u></p> <p>The bidder must have a minimum experience in handling similar contracts, of at least 5 different clients in the preceding 7 years (within period from 01st Apr 2017 to 31st March 2024).</p> <p>The clients should be listed in Indian stock exchange.</p> <p>The annual revenue from operations as per the latest audited (with UDIN) profit & loss account statement for the year ended 31.03.2024 of each such client shall be equal to or more than Rs. 5,000 crore.</p> <p>Minimum marks for the criteria will be 20 for 5</p>	30	<p>Scanned copy of relevant letter of award duly certified by the Managing Partner / Senior Partner. The bidder must submit the satisfactory completion certificate while claiming the experience.</p> <p>Scanned copy of Audited P&L Account and Balance Sheet statement with UDIN as on 31.03.2024.</p>

	clients. For each additional client, extra 2 marks will be awarded. <i>Note - "Similar work" means consultancy assignments for Indirect tax matters on retainer basis.</i>		
	Total Marks	100	
	Other criteria's		
	The Bidder should have full time office in Kolkata prior to commencement of work.	No Value	Self-undertaking should be given
	The bidder should not have been debarred/ black listed/ disqualified by any regulators/ statutory body in India.	No Value	Self-declaration

Evaluation and scoring process

- A. The overall cut-off is 70% Technical Score (TS) i.e. 70 marks to be eligible for opening of Price Bid of the individual bidder.

NOTE: The Part I – Technical Offer 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.

- 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/scope, as per the instant requirement).
- C. The Bidders should submit bid for the whole work mentioned in the Bid Document.
- D. 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.
- E. For selection, the marks scored by short-listed bidders in their Technical Offer will then be given a weightage of 70. Similarly, the Financial Offer of short-

listed bidders will be given a weightage of 30. The combined score of Technical and Financial offers will determine the overall score based on Quality-cum-Cost Based System (QCBS). The qualified bidders scoring the highest combined score shall be ranked H-1, H-2, H-3 and so on in that order.

Combined score will be calculated for all bidders using formulae given below:-

Score = (T/Ht) X (Wt) + (LC/C) X (1-Wt).

Where,

T is Technical Evaluation score (Technical Eligibility) of the firms.

Ht is the Highest Technical Evaluation Score (Technical Eligibility) among the eligible firms.

Wt is 70 % weight given to Technical evaluation score.

LC is lowest quoted rate.

C is rate quoted by the firm.

Note:

This being a QCBS tender, the procurement/purchase preference to MSME, Make in India and Start up shall not be applicable.

CIL shall evaluate the technical proposal on the basis of eligibility criteria (qualification criteria) and scoring methodology given above. The cumulative score on technical parameters should not be less than 70 out of 100, for being eligible for Price-Bid opening.

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.

SERVICE LEVEL AGREEMENT (SLA) / CONDITIONS OF CONTRACT

1. DEFINITIONS

- i) The word “CIL”, “Company” or “Buyer”, “Owner” wherever occurs in the Bid Document, the Coal India Limited, represented at the headquarters of the Company or its authorized representative or any other officer specially deputed for the purpose.
- ii) The word “Bidder” or “Contractor” wherever occurs means the successful Bidder as per the terms of the NIT and shall include its legal representative or the successors and permitted assigns.
- iii) Words imparting singular only shall also include the plural and vice-versa where the context so requires.
- iv) Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, in the Indian Contract Act, and in the General Clauses Act.
- v) “Contract Period” means the the period of 3 years from the date of Letter of Award/Acceptance.

2. CONTRACT DOCUMENTS

- 2.1. The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:
 - (i) Scope of work ,
 - (ii) GeM GTC,
 - (iii) Additional Terms & Conditions (Instruction to Bidders),
 - (iv) Service Level Agreement / Conditions of Contract,
 - (v) Guidelines on Debarment of firms from Bidding,
 - (vi) Code of Integrity for Public Procurement.
 - (vii) Any other document, if required.
- 2.2. In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the CIL shall be final and binding with regard to the intention of the document or Contract, as the case may be and same shall be accepted by the Bidder.
- 2.3. 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.
- 2.4. 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:

- 3.1. The documents forming part of the contract are to be treated as mutually explanatory of one another.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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. TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS & TERMINATION:

- 4.1. If the Bidder, without reasonable cause or valid reasons, commits default in commencing the work, the CIL shall, without prejudice to any other right or remedy, be at liberty, by giving 15 (fifteen) days' notice in writing to the Bidder to commence the work, the Company shall debar such defaulting Bidder 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.

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

4.2. Termination:

- a. In case the consultant fails to comply with statutory compliances within the due date for such compliances like reply to notices, appearance before appellate authorities etc. and hence the performance of the consultant is not found to be satisfactory or for any other reason then management reserves the right to terminate the agreement/contract/work order with proper notice of not less than 15 days.
- b. CIL may, without prejudice to any other remedy/claim terminate the contract in whole or part by giving not less than 15 days written notice.
- c. In case of termination of the contract, the performance security shall be forfeited along with banning of the firm as per the provisions of the Bid document.

4.3. Extension of date of completion - Force majeure is herein defined as any cause which is beyond the control of the Bidder or the Company, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- c) strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain)

Notice of the occurrence of such an event, duly evidenced with documents, is given by one party to the other within 10 days from the date of occurrence of such event.

Neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

The decision of the Company as to whether the deliveries have been so resumed or not, shall be final and conclusive.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract.

5. PAYMENT TERMS

- i. Payment Terms: Payment will be made on quarterly basis ($\frac{1}{4}$ th of awarded annual rate plus taxes) after satisfactory performance as accepted by the management. No advance payment will be made.
- ii. Payment shall be released within twenty one (21) days from the date of submission of the bill (without any deficiencies), subject to fulfillment of other terms and conditions of the contract.
- iii. Paying Authority: General Manager (Finance), CIL, Coal Bhawan, 5th Floor, Premises No. 04 MAR, Plot No. AF III, Action Area-1A, Newtown, Rajarhat, Kolkata – 700156.
- iv. Travelling and accommodation for attending outstation (other than Kolkata) job, on approval by the management and the same will be regulated at per with entitlement of Chief Manager rank of CIL executives.
- v. During the period of contract, no interest is payable on any amount whatsoever to the Bidder.
- vi. Payment shall be released through e-mode for which necessary details (e-mandate form) would be submitted by the Bidder to the Company.

6. Taxes

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

The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/Contractor (if GST payable by bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/Contractor.

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

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

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

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

- II. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2B of CIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- III. TDS, as applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued.

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

7. GENERAL TERMS

- i. The Bidder shall complete the work in accordance with the terms of the contract and shall conform strictly to the instructions of the Company issued from time to time to the Bidder during the course of the contract.
- ii. In order to perform the Services, Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Company harmless and indemnify the Company from and against any third party claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.
- iii. If any action in court is brought against the Company for the failure or neglect on the part of the Bidder 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 Bidder, his agents, representatives, workmen, suppliers or employees, the Bidder shall in all such cases indemnify and keep indemnified the Company and/or their representative, harmless from all losses, damages, expenses or decrees arising of such action.
- iv. The final payment by the Company in pursuance of the contract shall mean the release of the Bidder from all his liabilities under this contract. Such final payment shall be made only at the end of the contract period and till such time all the contractual liabilities and responsibilities of the Bidder shall prevail. All other payments made under the contract shall be treated as on account payments.
- v. 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.
- vi. Neither the inspection by the Company or any of their officials, employees or agents nor any order by the Company for payment of money or any payment for or acceptance of, the whole or any part of the works by the Company nor

any extension of time, nor any possession taken by the Company shall operate as a waiver of any provision of the contract, or of any power herein reserved to the Company, 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.

- vii. No subletting of the assignment as a whole or part by the Bidder is permissible.
- viii. Bidder shall not without the prior written consent of the Company be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of Services.
- ix. All documents, reports information, data etc. collected and prepared by Bidder in connection with the scope of work will be the property of the Company and shall be submitted to the Company.
- x. Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the Company for carrying out of any services with any third parties.
- xi. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Bidder 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 Company, shall, in addition to any criminal liability which it may incur, subject the Bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to the Company resulting from any cancellation. Company shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Bidder under the contract.
- xii. The Parties agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.
- xiii. Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail.

8. 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, if any granted by the CIL at its discretion, as provided herein.

9. MERGER, ACQUISITION OR DIVESTITURES OF THE BIDDER

In case of merger, acquisition or divestiture of the Bidder subject to consent of the CIL 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 CIL.

10. GOVERNMENT REGULATIONS & STATUTORY ACTS

- a. The Bidder should execute and deliver such documents as may be needed by CIL in evidence of compliance of all laws, rules and regulations required for reference. The Bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. Any liability arising out of contravention of any of the laws on executing this contract shall be the sole responsibility of the Bidder and CIL shall not be responsible in any manner whatsoever and the Bidder shall keep and hold the Owner/CIL saved, harmless and indemnified from such contraventions and all claims, costs, litigations and consequences of any nature arising therefrom.
- b. All legal formalities are to be obtained prior to and / or during the commencement of work by the Bidder for the successful execution of the said Work. The Bidder shall comply with all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. CIL shall have no liabilities in this regard and the Bidder shall keep and hold the Owner/CIL saved, harmless and indemnified from contraventions of such Acts & rules and regulations, laws and by-laws and all claims, costs, litigations and consequences of any nature arising therefrom.

11. INTELLECTUAL PROPERTY RIGHTS

- a. No services covered under the contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify CIL, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, CIL, shall be defended in the defense of any proceedings which may be brought in that connection.
- b. The Bidder shall indemnify and hold harmless the Owner/CIL, its subsidiaries and their respective employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Owner/CIL, its subsidiaries and their respective employees and officers may suffer as a result of a third party action for any infringement or alleged infringement or any other violation of any Intellectual Property Rights by reason of use of the software and materials provided by the Bidder in accordance with the Contract.
- e. If any proceedings are brought or any claim is made against the Owner/ /CIL arising out of the matters referred to in aforesaid Clauses, the CIL shall promptly give the Bidder notice of such proceedings or claims, the Bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the CIL shall provide the Bidder with the assistance, information, and authority reasonably necessary to perform the above.

12. PROGRESS REPORT

The Bidder would be required to intimate the progress of the work to CIL in a frequency and manner prescribed by CIL, in consultation with the Designated Officer after the award of contract and shall be required to hold meeting as may be called upon by CIL from time to time to discuss such progress report.

13. CONFIDENTIALITY

- a. The Bidder, including its directors, officers, employees, affiliates, or its expressly authorized representatives or agents will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CIL, in any jurisdiction, and any amendments or supplements thereto. The Bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.
- b. The Bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the Bidder by CIL at any time during the agreement / award of work / execution of work and thereafter. The Bidder shall disclose proprietary information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information.
- c. This clause shall survive and continue after any expiration or termination of the contract and shall bind the Bidder, its employees, agents, representatives, successors, heirs and assigns.
- d. The parties agree not to disclose the existence or contents of the contract to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information and who are under suitable confidentiality obligations, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with discharging the duties and obligations under the contract.
- e. The obligations of confidentiality in this Agreement do not apply to any information which:

- i. is now or hereafter becomes publicly known or available without the breach of the Contract;
- ii. was previously in the possession of the Bidder without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the CIL pursuant to the Contract;
- iii. otherwise lawfully becomes available to the Bidder from a third party that has no obligation of confidentiality;
- iv. is independently developed by the Bidder; or
- v. is required to be provided under any law or process of law duly executed, provided that for any such disclosure, the Bidder, its Sub-Bidders and the Personnel of either of them shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

14. SETTLEMENT OF DISPUTES

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

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

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

In first stage dispute shall be referred to Area GM/GM, HoD(C). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, then matter shall be resolved through conciliation.

A. 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).

B. Settlement of Disputes through Arbitration

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

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

- ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
- iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
- iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
- v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
- vi) Following clause shall be included in the General Conditions of the Contract (GCC):

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 contractor - 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 contractor) 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 contractor) 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/ Joint Venture/Consortium:

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 /Joint Venture/Consortium care should be taken to obtain consent of all the partners to the arbitration agreement.

A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).

- 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 contractor/ 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 contractor/ 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 contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an 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.

- ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL/Subsidiary the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.
 - x) Legal department of CIL/Subsidiary should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL/ Subsidiary to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.
- 15.** 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.

16. GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against

such debarment (including personal hearing, if requested by the bidder/contractor).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the 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 contractors with a view to artificially hiking the price.
 - viii) ~~The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.~~
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid 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 lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

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.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to 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 CIL, then the Competent Authority for debarment shall be CMD of CIL.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL, then the Competent Authority for debarment shall be Director of CIL.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Nodal officers of CIL. Nodal officers of CIL 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/CIL/Subsidiaries/GeM Portal).