



भारत 2023 INDIA
वसुधैव कुटुम्बकम्
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Under Jurisdiction of Ranchi Court Only

Central Mine Planning & Design Institute Limited.

(A Mini Ratna Company - Subsidiary of Coal India Ltd.)

Gondwana Place, Kanke Road,

Ranchi – 834031, Jharkhand, India

Office of the General Manager (CMC)

E-mail: gmcmc.cmpdi@coalindia.in

TENDER DOCUMENT

Additional Terms and Conditions(ATC)

(Open Domestic Bid through GeM Portal: <https://gem.gov.in> for “Design and Development of Single Window Clearance System (SWCS) Phase-II along with Maintenance and Support for Phase-I and Phase-II for Ministry of Coal”

TENDER REFERENCE NUMBER: CMPDI/CMC/2024-25/16

1. Tenders are invited online in two packet system namely Technical bid (packet-1) and Financial bid (packet-2) on the website <http://gem.gov.in> for the following work:

Description of work	Estimated Contract Value (Incl. GST) (in ₹)	Earnest Money (in ₹)	Period of Completion
Design and Development of Single Window Clearance System (SWCS) Phase-II along with Maintenance and Support for Phase-I and Phase-II for Ministry of Coal	4,65,00,000.00	1,93,750.00	36 Months

For site visit of location of work, the prospective bidder(s) may contact

Tender Inviting Authority	Contact Person(s)/Bid Dealing Officer(s)
General Manager (CMC) Contract Management Cell, CMPDI (HQ) Gondwana Place, Kanke Road, Ranchi – 834031	DGM (ICT) CMPDI (HQ), Kanke Road, Ranchi-834031

2. **Time Schedule of Bid:** As given on GeM Portal: <https://gem.gov.in>.

NOTE (Important):

- i. If the due date of opening falls on a holiday, the Bid will be opened on the next working day.
- ii. One extension of bid submission date by four days in case of number of bids received is less than three. No separate corrigendum shall be issued and published by the Bid Inviting Authority for extending the due dates. This extension will be also applicable in case of receipt of zero bid.
- iii. After extension, the bid shall be opened irrespective of available number of bids on the extended date of opening of bid.
- iv. There will be no physical / manual sale of the Bid Document.
- v. There is no bid fee and the bidders can download the Bid Document free of cost.
- vi. Bidders are advised to download the complete set of the Bid Document, including the bid details.

3. **Availability of Bid Documents:**

Detailed Bid Notice & Bid Documents including terms and conditions shall be available on Government E-Market Place (GeM) portal <https://gem.gov.in> and Bid Notice shall be available at websites www.cmpdi.co.in, & <http://eprocure.gov.in/cppp>. The Bid document can be downloaded by any prospective bidder from the GeM Portal free of cost. The download of bid document may start

immediately after e-Publication of Tender and shall continue till the last date and time specified for downloading the document.

4. Clarification of Bid:

The bidder may seek clarification on-line through e-tendering portal <http://gem.gov.in> within the specified period. No other mode of seeking clarifications shall be entertained. The department will clarify, as far as possible, the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that bid.

The period for seeking clarification by bidder will be as per GeM portal provision.

5. Bid Security / Earnest Money Deposit (EMD):

5.1. Deposit of EMD:

5.1.1. The bidder will have to make the payment of EMD through NEFT/RTGS only and have to furnish UTR Number during submission of bid. Bidder will have to submit the proof of payment of EMD. Bidder should upload a copy of NEFT/RTGS payment confirmation document consisting UTR Number.

5.1.2. The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

5.1.3. EMD of the successful Bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit at the option of the Bidder.

5.1.4: No Bid will be accepted unless accompanied by the requisite Earnest Money Deposit as stated above.

5.1.5. Refund of EMD will be made as per the MANDATE FORM for e-Payment submitted by the bidder.

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

5.2. Bank detail for EMD is as below:

Beneficiary name: Central Mine Planning & Design Institute Ltd.

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

Address: Gondwana Place, Kanke Road,

CMPDIL Campus, Ranchi – 834031.

5.3. Exemption of EMD

The bidders under the category of State/Central Govt./PSUs/firms registered with NSIC/MSEs (Micro & Small Enterprises)/ Start-up having valid registration for the tendered services are exempted from submission of EMD against uploading of valid documentary evidence.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

6. Deleted

7. Qualification of the Bidders:

7.1 In order to submit the bid, the bidders have to get themselves registered online on GeM portal (<https://gem.gov.in>).

Bidders are advised to upload the scanned copy of documents specified under the eligibility criteria of the bid document/ ATC in support of their qualification, as Packet-I & Price Bid, as Packet -II, against the bid. The CHECK LIST of such documents is also available under the heading **Confirmatory Document** to verify the submission of required information. Non- submission of

requisite documents/ information will be considered as a non-responsive bid, which is liable for rejection.

- 7.2 The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in **clause No.8 of NIT**.

Note: Joint Venture shall be allowed for participation in the bid with estimated cost above ₹ 2.0 Crores.

- 7.3 **Joint Venture (JV):** Two or three Companies/Contractors may jointly undertake contract(s). Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture details:

Name of all Members of a JV (not more than 3):

1. Lead Member (minimum participation share – 50%)
2. Member (minimum participation share – 20%)
3. Member (minimum participation share – 20%)

Joint Venture must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in ATC. **However, the required Working Capital shall be met by individual members of JV as spelt out in Clause 8.2 of ATC.**
- ii) The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.
- vii) The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.
- viii) The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by lead member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix) The bid should be signed by authorized signatory on behalf of JV.
- x) An entity can be a member in only one JV. Bid submitted by JV s including the same entity as member will be rejected.
- xi) The JV agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected. If JV breaks up midway before award of work and during bid validity/after award of work/during penden-

- cy of contract, in addition to normal penalties as per provision of bid document, all the members of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
- xiii) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to a JV firm, they will register the JV agreement under Registration Act in accordance with law.
 - xiv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV before making any payment.
 - xv) If a Bidder participates as Joint Venture (JV), the benefits as per Public procurement Policy for MSEs Order-2012 shall not be applicable for them.
 - xvi) Lead partner of JV will participate in the bid on behalf of other members of JV since the JV at this stage of bid has not been registered as a Company. The agreement among JV partners can be attached with the bid by the lead partner.
 - xvii) Once Lead partner of JV has been identified as L-1 bidder, LOA shall be issued to the Lead partner of the JV. L-1 Bidder will thereafter register the JV as per the law to form the Company and register on GeM as a new Service Provider (SP). GeM will update the new SP details in demand through back-end which will enable Buyer to create final contract with the JV along with PAN, GST of the newly formed company.

8. Eligibility Criteria

8.1 Work Experience:

The Bidder must have experience of works (includes completed / ongoing) of similar nature (software development and implementation in Java Spring Boot and PostGreSQL environment), valuing 50 % of the annualized estimated value of the work put to bid (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Bid in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

The Similar Work shall be “software development and implementation in Java Spring Boot and Post-GreSQL environment”.

“Annualised value” of the work shall be calculated as the “Estimated value/Period of completion in Days x 365”.

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Bid has been invited.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together towards fulfilment of qualification criteria related to experience.

However, the participating share of JV partners shall be as below:

- i) Lead Partner shall have at least 50% participating share in JV
- ii) Other partner(s) shall have at least 20% participating share in JV

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

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience.
- iv. Name & address of Employer/ Work Order Issuing authority of each experience.
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture).

- vi. Completely Executed work / Executed value of ongoing work against each experience.
- vii. In case the bidder is a Joint Venture, the work experience of any one, two and three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

For work experience, Bidders are required to submit copy of the Work Order along with Satisfactory Work Experience Certificate (software development and implementation in Java Spring Boot and PostgreSQL environment) issued by the employer against the experience of similar work containing all the information.

BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Bid Committee.

NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days) should be at least 50% of the Annualized value or estimated value whichever is less.

8.2. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within **three months** prior to the date of opening of bid.

The date of opening of tender also includes the extended date of opening of tender if extended.

In respect of the above eligibility criteria, the bidders are required to furnish the following information by a practicing Chartered Accountant (CA):

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital.
- iii. Name of the Chartered Accountant (CA) .
- iv. Membership Number of CA with UDIN who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Note: Relevant clause of GEM bid document in respect of “The minimum average annual financial turnover” is not applicable in this bid as provisions mentioned under clause 8.3 is applicable in respect of Working Capital as per relevant manuals of Coal India Ltd.

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line or equivalent certificate of foreign partner issued from the respective country. Such certificate should contain the Unique Document Identification Number (UDIN).

NOTE:

1. Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds* towards Working Capital, as on the date on which bidder possesses working capital.

* The net availability of funds is the availability of unutilized fund.

8.3. Deleted

8.4. Permanent Account Number:

The bidder should possess a Permanent Account Number (PAN) issued by Income Tax Department.

Scanned copy of documents to be uploaded by bidders (Confirmatory Document): PAN CARD of the bidder.

NOTE: In case, the bidder is a *Joint Venture*, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV and verifiable *Tax Residency Certificate* of respective country for each foreign partner or JV itself).

8.5. Goods and Service Tax (Not Applicable for Exempted Goods / Services):

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

Scanned copy of documents to be uploaded by Bidders in Bidder space/ My Document

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

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:

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.]

1. In case the Service contract is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Service contract at the time of execution of agreement/ before the payment of first running on account bill.
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and Rules.

Evaluation of Bid and L-1 status:

- a) *The evaluation of bid shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.*

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge (Applicable after

31.03.2018 as decided by GOI), the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, if any, shall be added to quoted price while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

- b) ~~The total price / rate quoted by the supplier shall be inclusive of CGST, SGST, IGST and GST (Compensation to state tax) Cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated, where applicable, in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) Cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ.~~
- c) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ as given below:

<i>State</i>	<i>Unit / HQ</i>	<i>City</i>	<i>GSTIN</i>
<i>Jharkhand</i>	<i>HQ</i>	<i>Ranchi (HQ)</i>	20AAACC7475NIZI

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods/Services, shall be shown separately in tax invoice.

- d) The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL 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.
- f) 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 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & Cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- k) As per the present GST rule, GST implication for the above categories of bidders will be as under:

- (a) GST Unregistered Agency : 5% GST to be paid under RCM
(if bidder is exempted from GST registration) (Reverse Charge Mechanism)

- (b) *GST Registered body corporate : 5% GST to be paid under RCM*
and Any other GST registered agency
(if bidder having GSTIN but not availing ITC)
- (c) *GST Registered Body Corporate availing ITC : 12% GST to be paid by bidder*
(if bidder having GSTIN and availing ITC)
- (d) *GST Registered Bidder under composition scheme : No tax liability*
(if Bidder is registered under composition scheme)

8.6. An Undertaking:

An Undertaking on the bidder's letter-head, as per the format given in the bid document at **Annexure-II**, regarding:

- (i) Genuineness of the information furnished by bidder and authenticity of the scanned copy of documents uploaded by them on line in support of his eligibility,
- (ii) As per "One bid per Bidder", and
- (iii) **Banning /Delisting:** The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification.

8.7. Legal Status of the bidder:

Scanned copy of documents to be uploaded by bidders:

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
4. i) Joint Venture agreement as per the format given in the bid document.
ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and
iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable.

Note:

1. The partnership firm / JV is required to submit written consent of all the partners to Arbitration clause as per the provision stipulated in the ATC/Tender Document.
2. In case of MSEs firm, a declaration to be submitted if the firm is owned by SC/ST/Women.

8.8 Purchase Preference under 'Make in India' Policy for "Local supplier"

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

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

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

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

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

- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

Scanned copy of documents to be uploaded by Bidder(s) against Eligibility Criteria are as follows:

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

9. Submission of Bid:

- 9.1. The bidder can submit their bid only after payment of EMD as per the provision stipulated in the Bid Document.
- 9.2. The bidder will submit their bid online. No off-line bid shall be accepted.
- 9.3. In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal of i.e. at <https://gem.gov.in>. The registration should be in the name of bidder.
- 9.4. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GEMs bidding system or internet connectivity failures.
- 9.5. In the undertaking given by bidder online, there will be provision for penal action, if any information/ declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

9.6. General Instructions for Submission of Bid

For online submission of bid the bidders will have to upload "Letter of Bid", Information regarding Eligibility Criteria, working capital and all the confirmatory documents as prescribed in the bid document in Packet-I and only "Price-bid" in Packet -II.

- a. **Letter of Bid:** The format of Letter of Bid (LOB) (Annexure-I) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Packet-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with bid document, then the bid will be rejected.

- b. **Undertaking by the bidder:** The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Bid Document shall not be considered.
- c. The bid of the bidders shall have no condition. Conditional bids are liable to be rejected. The Bid which is incomplete and not submitted as per instruction given above will be rejected.

- d. **Confirmatory Documents:** All the confirmatory documents as enlisted in the bid document are to be uploaded in Packet-I by the bidder while submitting his/her bid.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Packet-I.

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Letter of Bid (LOB): (Refer clause no. 9.6a of Bid Document)	Letter of Bid (LOB) on the bidder's letter head, in prescribed format given in relevant annexure (Annexure-I).
2	Earnest Money Deposit:	Refer Clause No. 5 of Bid document.
3	THE WORK EXPERIENCE (Refer clause no. 8.1 of Bid Document) :	For work experience, Bidders are required to submit Work Order along with Work Experience Certificate (software development and implementation in Java Spring Boot and PostgreSQL environment) issued by the employer against the experience of similar work containing all the information as per details mentioned at clause no. 8.1. BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Bid Committee.
4	Working Capital (Refer clause no. 8.2 of Bid Document):	All data as mentioned in clause 8.2 of this document.
5	Permanent Account Number (PAN) (Refer clause no. 8.4 of Bid Document): The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.	In respect of the above eligibility criteria, the bidders are required to furnish the Scanned copy of PAN CARD of the bidder.
6	Goods and Service Tax (Not Applicable for Exempted Goods/ Services) (Ref. Clause No. 8.5 of Bid Document)	The following documents establishing the status of bidder w.r.t GST as their applicability: Status: GST registered Bidder under regular scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. II. Status: GST Registered Bidder under composition scheme. Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. III. Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules of India.
7	Legal Status of the bidder (Refer clause no. 8.7 of Bid Document):	<u>Any one of the following documents:</u> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. i) Joint Venture agreement as per the format given in the bid document. ii) The document(s) regarding legal status of all the individual partners of JV as mentioned in Sl. No.1 or 2 or 3 above, as applicable and iii) Authorization to all the signatories of JV agreement by the respective partners of JV either in the form of Power of Attorney or any sort of legally acceptable document as applicable. (The partnership firm is required to submit written consent of all the partners to Arbitration clause as per the provision

Sl No.	Eligibility Criteria	Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
		stipulated in the NIT).
8	Certificate of Local Supplier (Refer clause no. 8.8 of Bid Document):	<p>The ‘Class-I Local supplier/Class-II Local Supplier’ at the time of bid, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item/services offered meets the local content requirement for ‘Class-I Local supplier/Class-II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>In case of estimated value in excess of Rs. 10 crores, the ‘Class-I Local supplier/Class-II Local Supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>
9	Undertaking as per the format given in Annexure-II.	Undertaking regarding genuineness, banning/delisting and “One bid per Bidder”
10	Undertaking as per the format given in Annexure-VII.	Acceptance of Integrity Pact as per clause 54 of this document.
11	Any other document to support the qualification information as submitted by bidder on-line.	
OTHER DOCUMENTS		
1	EFT mandate	Duly filled Electronic Fund Transfer mandate form as per Annexure –V is to be submitted along with the bid.

9.7. System for Decision of L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as per following 02(two) cases:

Case – 1: Works / Services for which INPUT TAX CREDIT is not available to the Company.

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on ‘Cost to Company’ price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Case – 2: Works / Services for which INPUT TAX CREDIT is available to the Company.

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on ‘Cost to Company’ price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

9.8. Contract Value:

The Contract Value will be the value of the ‘Total price quoted by bidder inclusive of GST’. The liability of payment of GST by the vendor registered under GST will lie with the vendor. The payment of GST would be made to the vendor only on submission of Bill / Invoice in accordance as per provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority, if any.

10. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies, royalty, building and construction worker cess (as applicable in states) payable by the bidder/ Vendor under the Contract, or for any other clause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by

the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system as per predefined logic.

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

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/vendor (if GST payable by bidder/vendor) would be made only on the later 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 service provider/vendor.

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

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

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

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

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document. The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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

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

NOTE: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the vendor 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. Modification and withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of bid and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Bid Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- 11.1. 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 1 (one) year from participating in bids in CMPDIL. The Price-bid of remaining bidders will be opened and the bid process shall go on.
- 11.2. 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 minimum 1 (one) year from participating in bids in CMPDIL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i. If the bidder withdrawing his bid is other than L 1, the bid process shall go on.
 - ii. If the bidder withdrawing his bid is L-1, then re-tender will be done.“The standard operating procedure to handle withdrawal of bid after end date of submission shall be as given in Clause 11.3 below:”

Note : In case of clause 11.1 & 11.2 above, a letter will be issued to the bidder by Bid Inviting Authority with the approval of Bid/Tender Accepting Authority.

11.3. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in GeM Portal

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is not available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of partnership firms) who is registered on the GeM portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners who is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by tender committee.

II. Acceptance of withdrawal by Bid Committee:

Every case of withdrawal under Clause 11.3 I-(A) (b) and Clause 11.3 I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the bidder.

12. Bid Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Bid Status will be in public domain and anyone visiting the site can view it by identifying the bid.

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and Internet connectivity at bidder's premises to access the GeM portal. Under any circumstance, CMPDIL shall not be

liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GeM portal or Internet connectivity failures.

13. Extension of Time schedule of Bid:

If the number of bids received online is found to be less than three on the end date of bid submission then the bid submission end date and bid opening date will be extended for a period of **four days**.

If any of the above extended Dates falls on Holiday i.e 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.

14. Opening of Technical Bid:

- 14.1. Opening of Technical bid: The Technical bid (Packet-I) will be opened on the same day of the Bid submission end date on prescheduled date & time of Bid Opening.
- 14.2. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the bid document then the bid will be rejected.
- 14.3. All the documents uploaded by bidder(s) including Letter of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Packet-I).

15. Technical Evaluation of Bid:

- 15.1 After opening of Technical bid, the documents submitted by bidder(s) in Packet-I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Bid Committee. The Bid Committee will examine the uploaded documents against eligibility criteria given in the bid document. If it confirms to all eligibility criteria given in the bid document then the bidder will be considered eligible for opening of price bid.
- 15.2 In case the Bid Committee finds that there is some deficiency in uploaded documents corresponding to the document submitted online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **7 days** (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Clarification" link. Additionally, information shall also be sent by system generated email, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail 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 in support of the information/declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- 15.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- 15.4 The bid will be evaluated on the basis of documents uploaded by bidder(s) online. 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 bid.
- 15.5 In case the bidder(s) submit(s) requisite documents online as per bid document, then the bidder(s) will be considered eligible for opening of Price Bid.
- 15.6 Seeking clarification shall be restricted to confirmation of submitted document/online 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.
- 15.7 The verification of Document from source shall be done only in case of complaints received or on suspicion. This would be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- 15.8 In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (Clause 15.2) above, their/his bid shall be rejected.

- 15.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified If they have made misleading or false representations in the form of statements and attachments submitted in proof of the qualification requirement.
- 15.10 After Technical evaluation of bid, “Technical Evaluation Report” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the online on the GeM portal. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on GeM portal at rescheduled date and time.
- 15.11 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)
- 15.12 Preference to MSEs, Start-up and Make in India (as applicable) would be applicable as per Government directives issued and as amended from time to time.

16. Financial Evaluation of the bids:

- 16.1. The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical-commercial eligibility based on the scanned documents uploaded by bidder(s) in support of the eligibility criteria and after evaluation of the reasonableness of L-1 rates as per provisions of Manual of CIL and other guidelines issued from time to time.
- 16.2. After competent approval and financial concurrence of TCR, the Letter of Acceptance (LoA) to the L-1 bidder will be issued.
- 16.3. The processes for entering into the agreement with the successful bidder will be done via offline mode manually. However, the documents required to be submitted by vendor for executing the agreement will be specified in the Bid document (Annexure-IV).
- 16.4. If L1 bidder backs out, the EMD will be forfeited and the bidder will be debarred for minimum one (01) year from participating in bids in CMPDIL.

17. A. Preference to Make in India:

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

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

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

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

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

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

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

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

Verification of local content:

If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

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

They shall also give details of the location(s) at which the local value addition is made.

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

False declarations will attract banning of business of the bidder for a period up to two year.

A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

B. Procurement from Micro and Small Enterprises (MSEs) (applicable for service nature of bids):

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

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the bid shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the bid. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the bid, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the bid process or meet the bid requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the bid process or meet the bid requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

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

- In case of proprietary MSE, proprietor(s) shall be SC /ST

- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
 - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- vi) Classification of Micro and Small Enterprise are as under:
- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
 - b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.
- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

18. Restrictions under Rule 144(xi) of general Finance Rule (GFRs), 2017

1. Any bidder from a country which shares a land border with India will be eligible to bid in this bid only if the bidder is registered with the competent authority.
2. ‘Bidder’ means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
3. The competent Authority for the purpose of Registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
4. “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 citizen of such a country; or
 - g) A joint venture where any member of the joint venture falls under any of the above.
5. The Beneficial owner for the purpose of 4 above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, 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 per cent 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.

- (ii) 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;
- (iii) In case of an unincorporated association or body of individual;s, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) 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.
- (vi) An agent is a person employed to do any act for another, or to represent another in dealings with third person.

19. Abnormally high rate (AHR) & Abnormally low rate (ALR) items:

19.1 An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. in case of Abnormally Low Bids, CMPDIL may seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation risks and responsibilities and any other requirements of the bid documents. If, after evaluating the price analysis, CMPDIL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CMPDIL may reject the bid/ proposal.

19.2 Normal performance security shall be furnished within 21 days of issuance of LoA by the successful bidder.

20. Bid Extension:

If number of bids received online is found to be less than **three** on end date of bid submission then the following critical dates of the Bid will be extended for a period of four days:

- i) Last date of submission of Bid
- ii) Bid Opening date.

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

21. Cancellation of Bid:

If no Bid is received, the bid will be cancelled.

In case none of the bidder(s) complies the technical eligibility criteria as per Bid Document, then bidder(s) will be rejected online. In such case re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)

- 22. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by vendor for executing the agreement will be specified in the Bid document (**Annexure-IV**).
- 23. The Company reserves the right to postpone the date of receipt and opening of bids without assigning any reason whatsoever.
- 24. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 25. **Subletting/Sub-vending:** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The contractor or his sole authorized agent shall be the sole point of contact for all purposes of the contract. The contractor will have the sole and prime responsibility for the execution of the statement of work. The prime contractor shall

confirm unconditional acceptance of full responsibility of executing the scope of work in this tender. The confirmation should be submitted along with the techno-commercial bid. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor.

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

26. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reasons whatsoever, and also to distribute and allot the work/works to two or more bidders or accept the bid in part and not in its entirety, at its sole discretion.

27. Matters relating to any dispute or difference arising out of this bid and subsequent contract awarded based on this bid shall be subject to the jurisdiction of Ranchi Court only.

28. Technical and Financial Bid Evaluation:

- I. Technical Evaluation of all the Bids received, shall be jointly done by the authorized representatives of MoC and CMPDI.
- II. Financial Bid Evaluation and final recommendation for selection of vendor would be done by a committee consisting of representatives from MoC and representatives from CMPDI. Work order would be placed on the selected vendor after approval of the recommendation by MoC & CMPDI.

29. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the CMPDI will in no case be responsible and liable for those costs.

30. Change in Constitution of the Contracting Agency:

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

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

32. The bidder shall closely study all specifications in detail, which govern the rates for which he is bidding.

33. Currencies of Bid and Payment:

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

34. Period of Work:

The work should be completed as per schedule and the date of commencement of the work will be reckoned from the date mentioned in letter of acceptance/work order, whichever is later.

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM portal prior to expiration of the Bid validity period. On receipt of Letter of Acceptance (LOA) issued by the Company, the successful bidder shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA and in addition, the bidder will be banned for (01) one year from being eligible to submit Bids in CIL/subsidiary from date of issue of such letter and forfeiture of EMD. The written contract to be entered into between the vendor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Vendor and the Company.

The offline communication of LOA shall not be mandatory.

After Submission of performance security, integrity pact and execution of the agreement, Contract through GeM portal will be generated.

36. Validity of offer:

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the bidder violates to abide by this, the Company will be entitled to take action as per **Clause No. 11** (Modification and Withdrawal of Bid) of ATC/Tender Document.

37. One Bid per Bidder:

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

- (ii) Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership / management only one of them can bid. Bidders must proactively declare such sister/common business / management in same / similar line of Business;

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

- 38.** This Bid Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.

39. Security Deposit:

Security Deposit shall consist of 2 parts as mentioned below :

- a. Performance Security (first part of security deposit) shall be 5% of annualized value of contract amount or contract amount, whichever is less and is to be submitted within 21 days of issue of LOA by the successful bidder and
- b. Retention Money will be second part of security deposit.

The security deposit shall bear no interest.

39.1. Performance Security:

Performance Security shall be 5% of annualized value of contract amount or contract amount, whichever is less and is to be submitted within 21 days of issue of LOA by the successful bidder, in any of the form given below:

- a. A Bank Guarantee in the form given in the Bid Document at Annexure –III. The Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between vendors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

Name of Bank: State Bank of India,

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/c No: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi – 834031.

- b. Govt. Securities, FDR or any other form of deposit stipulated by the owner shall be duly pledged in the favour of Central Mine Planning & Design Institute Limited.
- c. Demand Draft drawn in favour of Central Mine Planning & Design Institute Limited issued from any Scheduled Bank payable at its branch at RANCHI.
- d. The Earnest Money / Bid Security deposit shall be adjusted to Performance Security Deposit or discharged at the option of the Bidder when the bidder has signed the agreement and furnished the required Performance Security / Security Deposit.
- e. Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.
- f. If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:
- (a) at Bidder's option by a Scheduled Bank
 - or
 - (b) by a foreign bank located in India and acceptable to the employer.
- g. The validity of the Bank Guarantee shall be for a period of 120 days beyond the full period of contract (36 months) or extended period of contract (if any). (*Zero date for BG is the Date of issue of LOA*).
- h. The Performance Security submitted in any form mentioned above shall not bear any interest.
- i. In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/ Partnership firm.
- j. The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the vendor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the vendor's subsequent on account running bills, if any.
- k. If security deposit is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request.

39.2 Retention Money: In 2nd part, Security Deposit of 3% of the awarded contract value will be recovered on prorata basis from Quarterly Service Charges (For the maintenance period of 02 (two) years) and would be kept as retention money.

The performance and the Security Deposit shall be subject to the SLA Clause of the contract. For unsatisfactory execution of contract and / or failure of execution of contract, the performance security deposit shall be forfeited.

Whole or any part of the security deposit of the contractors will be forfeited if any financial loss occurs to CMPDI due to non-fulfilment of the terms & conditions. In the event the contract is terminated by CMPDI before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the full security Deposit of the contractor shall be liable to be forfeited.

Refund of Performance Security Deposit: The performance security deposit shall, subject to any deductions that may be made there from, be returned to the Vendor within 60 days, on claim by him in writing after the completion of contract after satisfactory completion of work, by the user department. However, if there is a delay, the Vendor shall not be entitled to any interest.

Retention Money (2nd part of security deposit) shall be refunded within 150 days of the completion of the work.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the vendor under this contract or under any other contract.

40. **Scope of Work:**

Ministry of Coal has undertaken an activity of creating a Single Window Clearance System (SWCS) for coal. This system, which is in the form of a portal, will cater to the various potential users who are interested in investing in the Coal Sector. Some work has already been done in this regard in the form of Phase-I, which is given below:

SI	Modules	Operational status
1.	Registration module	Operational
2.	PRIMS module	Operational
3.	Mining Plan	Operational
4.	CCO module (Mine Opening Permission)	To be operational by the time of award of work for the current bid
5.	Submission of Objection of Notification u/s 7(1) of CBA and Communication of Resolution	Operational
6.	Integration of SWCS-NSWS	To be operational by the time of award of work for the current bid

All the source code, SRS, unit test reports etc. of Phase-I of SWCS shall be shared with the vendor by CMPDI subject to receipt of the same from the MoC, in due course.

The vendor is expected to complete Phase-II of SWCS, which will consist of development of six modules as given below:

S. No.	Name of Module	Description	Scope of Work
1.	Exploration Module	Exploration related activities	SRS (separately attached) is already completed by CMPDIL. The same has to be studied by the vendor and changes if any has to be incorporated. Subsequent development to be carried out.
2.	PL Cum ML	Prospecting cum Mining Lease is being granted by various state government in accordance with MMDR Act, 1957 to start prospecting operations in the coal fields.	Integration to be taken up for the states wherein the PL cum ML process is already online (eg. Madhya Pradesh and Telangana). The vendor agency has to coordinate with the state governments of the state wherein PL Cum ML process is already online. Study their flow and accordingly integrate with the SWCS Portal in order to fetch the status of the clearance and also send or receive the data for the common fields that are already available. The preparation of SRS and the responsibility of co-ordinating with State Agencies & fetching data for integration with SWCS portal in totality shall lie with the vendor.

3	Coastal Regulatory Clearance	Coastal Regulatory Clearance is being done by MoEF & CC through Portal called Online Submission and Monitoring of CRZ Clearances" (OSMCC) for coal mining near coastal areas	The responsibility of preparing SRS, study of process flow and fetching data from OSMCC portal and integrating with SWCS portal in totality shall lie with the vendor. The vendor agency has to study the system of getting CRZ clearance wherein the said clearance is being granted online by the MoEF & CC and integrate the same with the SWCS Portal. Accordingly the status has to be fetched to the SWCS Portal.
4.	Central Ground water Clearance	Ground Water Clearance is granted by Central Ground Water Authority (CGWA), Ministry of Jal Shakti to ensure that a mining site is properly drained and protected from potential groundwater	The responsibility of preparing SRS, study of process flow and fetching data from facilities provided by CGWA and integrating with SWCS portal shall lie with the vendor. The vendor agency has to study the process of grant of Ground Water Clearance by Central Ground Water Authority (CGWA) for the coal mines wherein the clearance is required. Accordingly the status has to be fetched to the SWCS Portal.
5.	Uploading of CIL approved Mining Plan	Mining plans available with CIL have to be uploaded	The responsibility of preparing SRS, study of process flow and required development regarding uploading of CIL approved mine plans in SWCS portal shall lie with the vendor.
6.	EC, FC, Wildlife Clearance, CTO and CTE	Environment Clearance is granted by MoEF& CC for the mining projects. Forest Clearance is also being given by MoEF & CC for using forest land for mining Purpose. Wildlife Clearance is also granted by MoEF & CC in areas where animal inhabitants eg, elephant corridor, trigger corridor, national parks, wildlife sanctuaries etc. are present. Consent to establish (CTE) and Consent to operate (CTO) are granted by state pollution control board to monitor the pollution within the mining areas.	EC, FC, Wildlife Clearance Integration with existing portal was completed with Parivesh 1.0. However, the same will have to be done with Parivesh 2.0 by the vendor. The EC, FC and Wildlife Clearance are being granted by MoEF & CC. Hence in order to fetch the status of said clearance to the SWCS Portal for different coal mines, study has to be done by the vendor agency to integrate the same with the SWCS Portal of MoC. With respect to CTE and CTO the study has to be undertaken by vendor agency to study the flow of CTO and CTE granted by State Pollution Control Board of various coal bearing states in order to integrate it with the SWCS portal to fetch the status of said clearances. The responsibility of preparing SRS, study of process flow and required integration for the above activities in SWCS portal shall lie with the vendor.

Note: -

1. The development of SWCS Phase-II shall be primarily in Java Spring Boot and PostGreSQL environment. The Phase-I of SWCS, which has been developed in Java Spring Boot and PostGreSQL environment shall be seamlessly adopted so that finally Phase-I & Phase-II become a single portal. Phase-I & Phase-II of SWCS should have features for Single Sign-On (SSO). This feature has to be enabled by the vendor.
2. Post development of the portal (SWCS Phase-II), the period for which is 01 year, the same along with Phase-I of SWCS shall be under maintenance by the vendor for a period of 02 years.

3. **Service Level Agreement:** Before start of the Contract, Service Level Agreement has to be signed between the Vendor and General Manager / HOD (ICT), CMPDI. Cost of Stamp Duty for the same is to be borne by the vendor. Scope of the SLA shall be as per Service Conditions given in Bid document.
4. Single point of Contact (SPOC) for the project: -
 Sri Venkateshwarlu Komirineni,
 Office of Nominated Authority,
 Ministry of Coal,
 Shastri Bhawan,
 New Delhi-110001.
 Email ID : komirineni.venkat@gov.in

5. **The total activities under the project are given below:**

A. Development of the portal (SWCS Phase-II):

TABLE-1

Sl.	Description	Completion Period
i.	Preparation of SRS, finalization of design and acceptance of the same by MoC	One year
ii.	Development activities, UAT and acceptance of the same by MoC	
iii.	Security Audit / VAPT, hosting and Go live	
iv.	Stabilization period of 2 months after Go Live and training	

Note:

1. The details regarding place & platform of hosting shall be conveyed subsequently, subject to receipt of the same from the MoC, in due course. However, the details of required resources for hosting shall be intimated by the vendor to MoC well before the hosting activity.
2. Training will be for 01 (one) week. The modalities for training shall be intimated in due course after receipt of the same from MoC.

B. Maintenance of Phase-I and Phase-II of SWCS

TABLE-2

Sl.	Description	Completion Period
i.	Ensuring proper availability of the SWCS portal for the stakeholders in co-ordination with the concerned cloud service provider	Two years (Post completion of A above).
ii.	Incorporation of minor changes, if required	
iii.	Interaction with stakeholders through email, phone etc., if required regarding use of the portal	
iv.	Taking care of bugs found during use, if any	

41. Penalty:

- A. Liquidated Damage (LD):** Liquidated damage/Penalty shall be applicable for development activities (as mentioned at Table-1 above), as per GeM provisions.

B. Penalty for maintenance activities: Penalty, if any, to be deducted from the payments for the maintenance activities (as mentioned at Table-2 above), shall be assessed by MoC and the same would be communicated to CMPDI.

42. GENERAL TERMS AND CONDITIONS:

- a. The process of SRS preparation shall be treated as complete only after the same is vetted and accepted by the MoC. The period spent on vetting and acceptance of SRS will not be included in the actual project completion period for the purpose of calculation of Liquidated Damage (LD), if applicable.
- b. MoC shall authorize the vendor to interact with the State Government agencies and send communications to the related agencies with regard to the development of the project, whenever and wherever needed.
- c. User Acceptance Test (UAT) shall be jointly done by the representatives of MoC. The period spent on UAT will not be included in the actual project completion period for the purpose of calculation of Liquidated Damage (LD), if applicable.
- d. If any time is lost because of unavoidable change requests after the SRS is frozen, the same period shall be deducted from the actual project completion period for the purpose of calculation of Liquidated Damage (LD), if applicable. However, under normal circumstances, change requests shall not be raised after the SRS is frozen.
- e. All the associated SRS, code, schema etc. related to the Phase-I modules shall be provided to the vendor by MoC after award of the work.
- f. It may be noted that the project 'Single Window Clearance System (SWCS) for Coal' is a unified portal/system and the division of the project into two phases (Phase-I and Phase-II) is only for logical understanding of the system.
- g. There should be a single sign-on (SSO) for both Phase-I and Phase-II treating the entire project as a single project.
- h. Integration and maintenance of the entire project (Phase-I and Phase-II) shall be the responsibility of the vendor.
- i. The development of the project may be done in hybrid mode (both off-site at the vendor's place and on-site at CMPDI, as per requirement). The frequency of the visit to CMPDI may be decided by the vendor, however, intimation regarding the same may be sent to CMPDI at least 07 days before the visit.
- j. The completion period for activities as given in "TABLE-1" in Clause 40 is 01 year, failing which Liquidated Damage (LD) would be imposed as per GeM provision.
- k. Activities as given in "TABLE-2" in Clause 40 will be for 02 years and these activities will start only after the completion of activities in "TABLE-1" in Clause 40.

43. PAYMENTS:

Payment shall be made as per the following schedule:

1.	On successful installation and commissioning with deployment on Server(s) to be identified by the MoC as per the following breakup :	60% of total quoted price (A)
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	Sl.	Description	Payment to be made in %age of (A) above	
	i.	Preparation of SRS, finalization of design and acceptance of the same by MoC	15%	
	ii.	On completion of development activities, UAT and acceptance of the same by MoC	60%	
	iii.	On Security Audit / VAPT, hosting and Go live	15%	
	iv.	2 months after Go Live and training	10%	
2.		Maintenance and Support for the SWCS Project (Phase-I and Phase-II) for a period of 02 years after completion of all activities mentioned at Point (1) above.		40% of total quoted price (5% at the end of every quarter)

- a. On Installation, commissioning, testing, go-live and training of the entire setup, 60 % of the total quoted price shall be paid. Completion certificate for the same shall be jointly signed by authorised representative of MoC, General Manager/HOD(ICT) or his authorised representative and the vendor. Payment for the same shall be done within 21 (twenty-one) days after receipt of bills/e-invoice along with required documents and acceptance of the same.
- b. The Post Installation Charges for two years (40 % of total quoted price) shall be paid on quarterly basis in eight equal instalments, after end of each quarter. The quarterly Post installation bills / e-invoice shall be raised at the end of each quarter which will be paid after realizing penalty, if any, within 21 (twenty-one) days after receipt along with required documents and acceptance of the same. The said payment will be made after deduction of penalty charges, if any, (as per clause 41 B of this document) on the basis of Quarterly Performance Certificate submitted by the bidder along with the quarterly bill (in triplicate) duly certified by authorized representative of Vendor and accepted by the authorized representative of MoC.
- c. Last quarterly bill shall however be settled after end of the contract period after adjusting all outstanding dues. No interest is payable on any amount whatsoever to the service provider.
- d. All running on account quarterly bills shall be paid at 97% (Ninety Seven percent). The balance 3% shall be treated as retention money and will be dealt as per clause no. 39 of this document.
- e. TDS and other statutory deductions wherever applicable, shall be deducted from the bills.
- f. During the period of contract, no interest is payable on any amount whatsoever to the Vendor.
- g. CMPDIL reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means.
- h. Amount payable/ recoverable for any subsequent change in the GST on works contract will be made to/from your bills after departmental verification of such changes of tax law issued by statutory authority.
- i. Statutory deductions as applicable and penalty, if any, calculated as per the penalty clause will be deducted from the submitted bill.
- j. The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of CMPDIL.

State	Unit / HQ	City	GSTIN
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475N1ZI

- k. If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CMPDIL 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 by CMPDIL from the current bills or any other dues of the vendor.

Paying Authority: Dy.GM(Finance), CMPDIL, Ranchi.

44. Additional Terms & Conditions:

- a. The Vendor shall be required to comply with rules & regulations and laws etc., of the Central Govt., State Govt. or of any competent statutory authority, applicable to the vehicles or the drivers employed for the above work.
- b. CMPDI will not be liable for any act of the Vendor which does not arise out of this contract.
- c. The Vendor shall fully indemnify CMPDI against all payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above work to be done by the Vendor.
- d. If CMPDI suffers any loss on account of damage to its property, due to any failure on the part of vendor or due to any act or omission or commission on the part of his representative/employees engaged in the project, the value of the same as assessed by the company, shall be recovered from the vendor's bill. The decision of the company in this regard shall be final and binding to the vendor.

45. Termination / Cancellation of Contract:

CMPDI shall, in addition to other remedial steps to be taken as provided in the contract, be entitled to terminate/cancel the contract in full or in part by notice in writing, if the vendor:

- a. In case of prolonged / frequent unsatisfactory service and continues to do so even after a notice in writing from CMPDI, then on the expiry of the period as specified in the notice.

or

- b. Commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of CMPDI,

Or

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

Or

- d. Obtains a contract with the company as a result of ring bidding or other non-bonafide methods of competitive bidding,

or

- e. Shall offer or give or agree to give any person in the service of CMPDI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act(s) of favour, in relation to obtaining or execution of this or any other contract for the company,

or

- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from CMPDI.

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

- a. If the vendor, being an individual in case of proprietary concern or in case of a partnership firm, any of its partners, is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b. In case of the vendor being a company, its affairs are under liquidation either by a resolution passed by the vendor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the vendor's company, if any.
- c. If the vendor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d. On death of the vendor being a proprietary concern or of any of the partners in case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

46. Guidelines of Banning Business:

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

The contracting entity may be banned in the following circumstances: -

- i. If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
- ii. If L-1 bidder fails to submit PSD and/or fails to execute the contract within stipulated period.
- iii. If L-1 bidder fails to start the work on scheduled time.
- iv. In case of failure to execute the work as per mutually agreed work schedule.
- v. Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in bids keeping his present contract alive.
 - b. On termination of contract.
- vi. Wilful 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 vendors with a view to artificially hiking the price.
- viii. The vendor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
- ix. Vendor fails to use Mobilization advance given to him for the purpose it was intended.
- x. Vendor fails to renew the securities deposited to the department.
- xi. The vendor fails to rectify any lapse(s) in quality of the work done within defect liability period.

- xii. Transgression of any clause(s) relating to Vendor'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.

47. Non-disclosure/ Confidentiality clause:

The bidder 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 CMPDI, 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.

CMPDI also desires that 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 CMPDI 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. This clause shall survive and continue after any expiration or termination of the contract and shall bind the vendor, its employees, agents, representatives, successors, heirs and assigns.

If services are not found satisfactory, CMPDI reserves the right to cancel the contract.

48. Splitting up of the work:

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

49. Liquidated Damage (LD)/Penalty: Liquidated damage/Penalty shall be applicable as per GeM provisions.

50. Settlement of Disputes:

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

The vendor should make request in writing to the HOD (ICT) 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 vendor shall be entertained by the company.

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

In first stage dispute shall be referred to HOD (ICT) for the bids of CMPDIL HQ. If difference still persist the dispute shall be referred to a committee constituted by the CMPDIL. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

51. Settlement of Disputes through Arbitration:

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the vendor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The vendor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available for settlement of dispute as per provisions of the Bid document.

- i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) 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.
- ii. In case of Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments), such dispute or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dtd. 14.12.2022”.

52. Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this bid and subsequent contract awarded based on this bid shall be subject to the jurisdiction of Ranchi Court (Jharkhand) only.

53. CLOSURE OF CONTRACT:

- i) The closure of contract shall be done within a period of **150** days after completion of the work.
- ii) Closure of contract may be done on execution of the work as per agreement and within the stipulated time period or the extended time period.

54. Integrity Pact:

The Integrity Pact as per format given at **Annexure-VII** has to be accepted by the bidder.

The Two Independent Monitor nominated for this tender shall be as under-

Shri Gopal Krishna, IAS (Retd.) D-52, Ground Floor, Near Red Roses Public School, Saket, New Delhi-110017 Mobile No. 9903254000 E-mail: gkrishna549@gmail.com	Shri Bipin Bihari Mallick. IAS (Retd.), 293. Naval Technical officers CCHS. Sector-22. Dwarka. New Delhi – 110077 e-mail:bipinmallick@gmail.com
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भवदीय

महाप्रबन्धक (सी.एम.सी)

STANDARD FORMATS / ANNEXURES

FORMAT FOR LETTER OF BID

To,
The Tender Inviting Authority,
Central Mine Planning & Design Institute Limited.

Sub: Bid for the Work “Design and Development of Single Window Clearance System (SWCS) Phase-II along with Maintenance and Support for Phase-I and Phase-II for Ministry of Coal”.
NIT No.: CMPDI/CMC/2024-25/16

Dear Sir,

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

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

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

I/We hereby confirm that this bid complies with the Bid validity, Bid security 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 CMPDI.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning & Design Institute Limited.

Should this bid be accepted, we agree to furnish Performance Security within 21 days of issue of letter of acceptance and commence the work within 10 (ten) days from the submission of Performance Security or handing over the site or issue of work order or handing over the relevant document to the vendor, whichever is later. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, Ranchi shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12 months.

Date:

Signature of the Bidder with seal of the firm

UNDERTAKING (On Bidder's Letter Head)

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

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

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Central Mine Planning & Design Institute 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.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
 4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
 5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
 6. 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.
 7. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
 8. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
 9. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
 10. *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.

11. Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.
12. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us,

including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

*** Delete whichever is not applicable.**

Date:

Signature of the Bidder with seal of the firm

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE*(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)***(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)**

To,

Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi -834031

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at **Gondwana Place, Kanke Road, Ranchi -834031** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Vendor]* (hereinafter called to as “Vendor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Vendor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Vendor as per the terms & conditions contained in the said Contract.

We, _____ *[name of the Bank]*, of _____ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Vendor to the extent of _____ *[amount of guarantee in figures and words]*, at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Vendor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Vendor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Vendor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Vendor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Vendor’s liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature	_____
Name	_____
Designation	_____
Common Seal of Bank	_____

PROFORMA FOR EXECUTION OF AGREEMENT
STAMP PAPER (of appropriate value as per Stamp Act)

Contract Agreement No. _____ Dated _____

An agreement made this _____ date _____ Two Thousand Twenty Four between the HoD (ICT), Central Mine Planning and Design Institute Limited, Ranchi (hereinafter called CMPDI) on the one part and _____ and carrying on business at _____ under the name _____ of _____ (herein after called the Vendor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of "Design and Development of Single Window Clearance System (SWCS) Phase-II along with Maintenance and Support for Phase-I and Phase-II for Ministry of Coal" at the rates and under the conditions specified in the Bid Document No.Dated..... and as per the Work Order/LOA no..... Dated.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Vendor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (i) Letter of Acceptance;
 - (ii) Notice to proceed with the work;
 - (iii) Vendor's Bid;
 - (iv) Conditions of Contract (General Terms and Conditions of GeM portal);
 - (v) Bill of Quantities
 - (vi) Scope of Work
 - (vii) Integrity Pact
 - (viii) Service Level Agreement (SLA, as in GeM portal) and
 - (ix) Any other document listed in the Bid document/ Contract as forming part of the contract

In witness whereof the said vendors have hereunto set their hands the day and year first above written.

VENDOR

FOR AND ON BEHALF OF CMPDI

WITNESSES

WITNESSES

1.

1.

2.

2.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

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

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

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

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

Place:

Date:

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date:

Signature of the Authorised official from the Bank)

~~PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS~~

~~(For deployment of matching vehicles as per Bid Document either in case bidder offers newly purchased vehicles)~~

~~On Non Judicial Stamp Paper (minimum value of Rs.10).~~

~~AFFIDAVIT~~

~~I/We, _____, Owner/ Individual/Proprietorship Firm/HUF/Partnership Firm/ Company registered under company's act /Partner/ Legal Attorney/ Accredited Representative of M/s _____, solemnly declare that:~~

~~1. I/We am/are submitting Bid for the Work _____
_____ against GeM Bid no. _____ dated _____
-~~

~~2. That we undertake to deploy/provide the newly purchased vehicles as mentioned in the Bid Document on the terms and conditions mentioned therein.~~

Sl. No.	Category	Quantity
iii.	To be newly purchased Nos

~~Signature of the Bider~~

~~_____ Dated _____~~

~~Signature & Seal of Notary~~

PRE CONTRACT INTEGRITY PACT

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 / CMPDIL. 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 (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 procure (Name of the Stores / Equipment / Item) and the BIDDER / Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the BUYER to obtain the desired said stores / equipment 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 practice and the BUYER will commit to prevent corruption, in any from, 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 the contract, demand; take a promise for or accept, for him/herself 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. The 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) commits itself 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 cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, 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)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(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. *The Guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure (Guidelines for Indian Agents for Foreign supplier) of this document.*
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has 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 I 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 entitled also 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 6 months and maximum of 3 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 freshly 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 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(Excluding GST) or the amount equivalent to Performance Bank Guarantee.

Section-5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other 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 Banning of Business dealings".

Section-6: Equal treatment of all Bidders/Contractors/Subcontractors

- (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 agreement 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)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractors or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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 external independent Monitor for this Pact. 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 representative of the parties and performs his 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 request and demonstration of a valid interest, unrestricted and unconditional access to his 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 the 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 will so inform the Management of the Principal and request the Management to discontinue or heal the violation, 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 Chairperson of the Board of the Principal 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 offences 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 the 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 lapse of this pact as specified above, unless it is discharged/determined by the 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, this agreement must be signed by all partners 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 (Guidelines for Indian Agents for Foreign supplier), 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 sea of the BUYER.

Section-13: Other Legal Actions.

The action 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 n force relating to any civil or criminal proceedings.

.....

(For and on behalf of the Principal)
(Office Seal)

Place

Date

Witness 1:
(Name & Address)

.....

(For and on behalf of Bidder/Contractor)
(Office Seal)

Witness 2:
(Name & Address)

Annexure - Guidelines for Indian Agents for Foreign Supplier

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the bid, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized India Agent shall have to upload scanned copy of bid specific Manufacturer's Authorization – signed and stamped by the manufacturer to quote against the CIL Bid, indicating the Bid 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 bid opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a bid on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this bid or in a parallel bid for the same item. Further, in a bid, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same bid. Also one manufacturer can authorize only one agent to quote in the same bid. 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 the specific service rendered by them. The Indian Agency commission will 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 principle 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 a part 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:

- i. 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.
- ii. 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.